

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 (the “Settlement”) in a class action lawsuit entitled *Claudinne Feliciano v. CoreLogic SafeRent, LLC a/k/a CoreLogic Rental Property Solutions, LLC*, No. 1:17cv5507. You previously should have received a notice informing you about the claims asserted in this class action and that you were a “class member” in the lawsuit. The claims in the case are that CoreLogic Rental Property Solutions, LLC (“RPS”) violated the Fair Credit Reporting Act (“FCRA”) and the New York Fair Credit Reporting Act (“NY FCRA”). The basis for the claims in the case are described in Section 1 below.

- **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 Act
Do Nothing	You do not need to do anything to receive the benefits of the proposed Settlement. If the Settlement is approved by the Court, you <u>will receive at least \$450</u> , which will be paid directly to you. You will also be bound by the Court's final judgment and the release of claims, as explained in Sections 8-10 below.	None
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 14 below.	Postmarked or otherwise sent on or before December 7, 2020
Opt out of the Settlement	Write to the Settlement Administrator (identified below) stating that you do not wish to participate in the proposed settlement.	Postmarked or otherwise sent on or before January 24, 2021
Go to a Hearing	You can, but do not need to, ask to speak in Court about the proposed Settlement; for more information, please read Sections 15-17 below.	Postmarked or otherwise sent on or before December 7, 2020

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BASIC INFORMATION

1. Why did I get this notice?

You have received this Notice because RPS's records show that you are an individual who had been sued by a landlord in New York City Housing Court and that your case was included in a tenant screening report prepared by RPS at the request of a potential landlord that described the disposition of the case as "Case Filed" and thus pending, when, as of that date, Plaintiff alleges that the case against you had previously been disposed as dismissed, discontinued, or withdrawn. You should have previously received a notice informing you that you were a member of the class that had been certified by the Court. The lawsuit is captioned *Feliciano v. Corelogic Rental Property Solutions, LLC*, Civil Action No. CV-17-5507 (AKH).

Plaintiff and RPS have reached a proposed settlement agreement to resolve the case.

This notice informs you about the 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 potentially be finally approved at the hearing. If the proposed Settlement is finally approved by the Court, and not overturned on appeal, then you will benefit from the relief provided by the proposed settlement. You will also then be bound by the release and other provisions of the proposed Settlement.

This Notice is only a summary of the proposed Settlement. More details about the proposed Settlement, deadlines for certain actions and your options are available in a longer document called the Settlement Agreement. The Settlement Agreement is available at www.newyorkhousingcourtclassaction.com.

2. What is this lawsuit about?

It is alleged in this lawsuit that RPS failed to use reasonable procedures in connection with its reporting of New York housing court records in tenant screening reports requested by landlords. Plaintiff alleges that RPS reported records of certain New York housing court proceedings with a disposition of "Case Filed," meaning that the case lacked a disposition at the time of its reporting by RPS, when the case had instead previously been dismissed, discontinued, or withdrawn and that RPS failed to insure the accuracy of bulk tenant data before selling the data and the resulting reports to prospective landlords, who rely on them to assess and screen potential tenants. It is alleged that, because of delays and deficient practices in collecting and updating the status of New York Housing Court records reported to landlords, RPS inaccurately reported that housing suits against tenants were ongoing, when in fact the suits had been resolved. Plaintiff asserts that this alleged conduct violated the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 *et seq.*, and the New York Fair Credit Reporting Act ("NYFCRA"), General Business Law ("GBL"), Art. 25, § 380 *et seq.* You can read the Plaintiff's [Amended Class Action Complaint](#) at www.newyorkhousingcourtclassaction.com.

RPS denies that it did anything wrong and/or that any damages are provable for Plaintiff and/or the members of the class and/or that the case should be maintained as a class action. RPS contends that its practices are reasonable, and that those practices satisfy the requirements of the FCRA and the NYFCRA, and that proof of the reasonableness of its practices or any claimed damages would vary for each proposed class member. RPS's [Answer to the Complaint](#) can also be found at www.newyorkhousingcourtclassaction.com.

3. Why is this case a class action?

Class actions seek 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 (Claudinne Feliciano). The proposed Class Representative sues on behalf of people who have similar claims – called the Class or Class Members – which in this case includes you.

In this case, the Court decided in July 2019 that this lawsuit was certifiable as a class action and appointed Plaintiff as the Class Representative.

4. Why is there a proposed Settlement?

The Court did not decide which side was right or wrong in this case. Instead, both sides agreed to the class-action Settlement summarized in this Notice to avoid the costs and risks of a lengthy trial and appeals process, which could have taken years. The parties reached the Settlement after the exchange of a substantial amount of information and by using an experienced mediator (and former federal judge) to mediate the matter.

The Class Representative and the lawyers representing the Class believe the proposed settlement to be in the best interest of all Class Members. The Court has granted preliminary approval of the proposed Settlement and ordered that this Notice be sent to you to explain it.

WHO IS IN THE PROPOSED SETTLEMENT?

5. How do I know if I am part of the proposed Settlement?

You are covered under the Settlement Agreement as a “Class Member.” You were identified as a Class Member based on the business records maintained by RPS and New York City Housing Court records that were reviewed by Class Counsel. The Court decided in July 2019 that you fit the following description (the “Class”):

All individuals who within two years prior to the commencement of this action (1) were the subject of a credit report prepared by RPS; (2) prior to the issuance of the credit report, were a party in a Housing Court Proceeding filed in a New York State court, which had a disposition of dismissed, discontinued or withdrawn; and (3) the RPS credit report referenced the Housing Court Proceeding but failed to include such disposition.

THE PROPOSED SETTLEMENT BENEFITS

6. What benefits does the proposed Settlement provide?

The proposed Settlement provides for RPS to establish a fund that will pay **at least four hundred and fifty dollars (\$450) to each class member**. Four hundred and fifty dollars (\$450) will be paid directly by check. No Class Member will have to pay or buy anything to benefit. You may be entitled to receive a second check provided you deposit or cash the \$450 check and there are sufficient funds remaining from those Class Members who do not deposit or cash their first check. The Settlement also separately provides for Defendant to pay Plaintiffs’ attorney’s fees and costs and for an incentive bonus to the named Plaintiff, which are discussed in Section 11 below.

7. What happens next? When will I get my check?

The Court will hold a final approval hearing on February 23, 2021 at 11:00 a.m., to decide whether to approve the Settlement. Even if the Court approves the proposed Settlement, there could be appeals to the Court's decision. The time for an appeal varies and could take more than a year. Until the Court has ruled on whether to approve the Settlement and all appeals (if any) are resolved, this action will not be finally resolved. The date of final resolution is called the "Effective Date."

Once the Effective Date is reached, checks will be mailed. That could be in months or a year, or more. Please be patient.

You can visit the settlement website at www.newyorkhousingcourtclassaction.com to check on the progress of the Settlement.

8. How does the proposed Settlement affect my rights?

In general terms, if the Effective Date occurs, then you will be giving up the right to file a lawsuit against RPS or its related companies for certain claims under the FCRA, the NY FCRA, or any other similar state statutes. Specifically, you will be giving up the right to bring any claims resulting from or arising out of claims capable of being brought relating to a tenant screening about you that RPS provided to a prospective landlord that contained an inaccurate description of a New York housing court proceeding(s) involving you. 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.newyorkhousingcourtclassaction.com.

As of the Effective Date, the Court's final order and judgment will apply to you even if you object to the Settlement or have any other claim, lawsuit, or proceeding pending against the Defendant. If you have any questions about the release, then you should visit www.newyorkhousingcourtclassaction.com for more information or consult with a lawyer. (See Section 10 below for more information regarding your options in seeking legal advice concerning the Settlement.)

9. Can I choose not to be in the proposed Settlement?

Yes. You have the opportunity to opt out of the Settlement by submitting an "Opt Out Notice" containing the information contained in the Opt-Out Notice stating that you want to be excluded from *Feliciano v. CoreLogic Rental Property Solutions, LLC*, No. 1:17cv5507, pending in the United States District Court for the Southern District of New York. Be sure to include your name and address, and personally sign the letter. You must mail your Opt-Out Notice postmarked or otherwise sent by January 24, 2021 to: *Feliciano v. CoreLogic Rental Property Solutions, LLC*, Attn: Exclusions, P.O. Box 23698, Jacksonville, FL 32241-3698. You may also obtain an Opt-Out Notice form at the website, www.newyorkhousingcourtclassaction.com.

If you timely submit a valid Opt Out Notice and the proposed settlement becomes Effective, then you will preserve your ability to independently pursue, at your own expense, any individual, non-class, non-representative claims that you claim to have against RPS. No person who has opted out of the Settlement, however, may object to any part of the Settlement Agreement.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in this case?

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

- Seth R. Lesser and Jeffrey A. Klafter of Klafter Olsen & Lesser LLP at Two International Drive, Suite 350, Rye Brook, NY 10573, www.klafterolsen.com, (914) 934-9200, and
- James Fishman of FishmanLaw, PLLC, at 400 Madison Avenue, 19th Floor, New York, NY 10017, fishmanlaw.nyc, (212) 897-5840.

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.

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

Class Counsel will request that the Court award attorneys’ fees and expenses for the time and effort they have spent on this case. Class Counsel will request \$95,000 to repay them for the costs and expenses they incurred in litigating this lawsuit and \$560,000 as fees for their time. To the extent the Court awards these amounts, they will be paid by RPS and will not reduce the payment to you. If the Court approves an award of attorneys’ fees and expenses, then Class Counsel will receive the Court-approved amounts after the Effective Date.

Class Counsel will also request that the Class Representative receive a service award of \$20,000, in addition to the payment of at least \$450 that she will receive as a Class Member for agreeing to commence this lawsuit and for her assistance in the prosecution of the case. To the extent the Court awards this amount, it will be paid by RPS and will not reduce the payment to you. If the Court approves a service award, then the Class Representative will receive that amount after the Effective Date.

No Class Member will owe or pay anything directly for the attorneys’ fees and expenses of Class Counsel.

OBJECTING TO THE PROPOSED SETTLEMENT

12. How do I tell the Court if I do not agree with the proposed Settlement?

If you are a Class Member, 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 by sending it to:

Clerk of Court
United States District Court for the Southern District of New York
500 Pearl Street
New York, New York 10007

Questions -- visit www.newyorkhousingcourtclassaction.com
Para una notificación en Español, llamar o visitar nuestro sitio web

Your objection must be postmarked or otherwise sent to the Clerk on or before December 7, 2020. You must also provide a copy of your objection to the Settlement Administrator American Legal Claim Services LLC, P.O. Box P.O. Box 23698, Jacksonville, FL 32241-3698. The objection must include the following: (1) your full name, address and current telephone number; (2) the name and telephone number of your counsel, if you are represented by an attorney; (3) all objections and the basis for any such objections stated with specificity; (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 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 exclude yourself as discussed in Section 9.

THE COURT'S FINAL APPROVAL HEARING

13. 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 the hearing and you may ask to speak at the hearing, but you do not have to either attend or speak.

The final approval hearing will be on February 23, 2021, at 11:00 a.m., before the Hon. Alvin K. Hellerstein, in the United States District Court for the Southern District of New York in New York, New York at the Daniel Patrick Moynihan Courthouse, 500 Pearl Street, New York, New York 10007.

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 listen to people who have asked for permission to speak at the hearing and complied with the other requirements for objections explained in Section 12.

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

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

14. Do I have to come to the final approval hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to come at your own expense. You may also pay your own lawyer to attend, but it is not necessary. If you want to have a lawyer appear on your behalf at the final approval hearing, then your lawyer must enter a written notice of appearance with the Court no later than December 7, 2020. If you send an objection, then you do not have to come to Court to talk about it. As long as you file your written objection with the Court on time and comply with the other requirements for a proper objection, the Court will consider it.

15. May I speak at the final approval hearing?

You or your lawyer may ask the Court for permission to speak at the final approval hearing. To do so, you must tell the Court in your objection letter that you or your lawyer would like to speak at the hearing. You must also comply with all of the requirements explained in Section 12.

IF YOU DO NOTHING

16. What happens if I do nothing at all?

You are not required to do anything to get the benefit of the Settlement. If you do nothing, and the Court approves the Settlement, and the Effective Date occurs, then you will be paid your Settlement share of at least \$450 and you will also be bound by the Court's final judgment and the release of claims explained in Section 8 and the Settlement Agreement. To the fullest extent possible under applicable law, you also will have waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that you are not subject to the continuing and exclusive jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

GETTING MORE INFORMATION

17. 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.newyorkhousingcourtclassaction.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 addresses and numbers listed above.

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