

Exhibit 1

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

MARCO A. FERNANDEZ,

Plaintiff,

v.

Civil Action No. 3:20-cv-01262-JM-SBC

CORELOGIC CREDCO, LLC,

Defendant.

FIRST AMENDED SETTLEMENT AGREEMENT AND RELEASE

This First Amended Settlement Agreement and Release (“Amended Settlement Agreement”) is made and entered into by the Parties, in the case captioned *Marco A. Fernandez v. CoreLogic Credco, LLC*, No. 3:20-cv-01262-JM-SBC, pending in the United States District Court for the Southern District of California (the “Litigation”), and shall be submitted to the Court for approval pursuant to Rule 23 of the Federal Rules of Civil Procedure. This Amended Settlement Agreement replaces, in its entirety, the Parties’ prior Settlement Agreement (ECF No. 295-2). The parties’ prior Settlement Agreement is null and void.

1. RECITALS

WHEREAS, on June 2, 2020, Plaintiff Marco A. Fernandez (“Plaintiff”) brought a proposed class action against CoreLogic Credco, LLC (“Defendant”) in the Superior Court of California, County of San Diego, which Defendant removed to the United States District Court for the Southern District of California, on July 6, 2020;

WHEREAS, on September 28, 2020, Plaintiff filed a First Amended Class Action Complaint alleging that Defendant violated the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*, the California Consumer Credit Reporting Agencies Act, Cal. Civil. Code §§ 1785, *et seq.*, and the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*, by inaccurately including notations in the Plaintiff’s and putative class members’ OFAC Reports that suggested that the Plaintiff and putative class members were possible matches to individuals on the Office of Foreign Asset Control’s Specially Designated Nationals and Blocked Persons List (“OFAC Information”), failing to disclose these notations to Plaintiff and putative class members who requested a copy of their consumer file from Defendant, and failing to provide the identity of all individuals who accessed Plaintiff’s and putative class members’ consumer files to Plaintiff and putative class members who requested a copy of their consumer file from Defendant;

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

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

WHEREAS, Plaintiff and Defendant recognize that a final resolution through the litigation process would require protracted adversarial litigation and appeals; substantial risk, uncertainty, and expense; the distraction and diversion of the Defendant's personnel and resources, and the expense of possible future litigation raising similar or duplicative claims; and Plaintiff, Defendant, and their counsel have agreed to resolve this matter as a class action settlement according to the terms of this Settlement Agreement.

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

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

2. DEFINITIONS

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

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

2.2 “Class Counsel” means E. Michelle Drake, John Albanese, Sophia Rios, David Langer, Ariana Kiener, and Zachary Vaughan of Berger Montague PC representing the Plaintiff, and if appointed by the Court, the Settlement Classes.

2.3 “Claim Form” means the claim form substantially in the form attached hereto as **Exhibit A**. As set forth further herein, only Settlement Class Members whose Mail Notice is returned as undeliverable or who do not appear on the Settlement Class Notice List shall be required to return a Claim Form in order to receive a payment. All Settlement Class Members, however, shall have the *option* to return a Claim Form to request payment in a form other than a paper check.

2.4 “Claims Deadline” means the later of the date a) seventy (70) days after the Final Approval Hearing; b) sixty-three (63) days after the Final Approval Order is entered; or c), in the event of an appeal, 45 days after the Effective Date. For purposes of statements made in all notices sent to Class Members prior to the Final Approval Order, the Claims Deadline shall be calculated as and stated as 70 days after the Final Approval Hearing. To the extent the Claims Deadline ultimately ends up being, pursuant to the first sentence in this paragraph or otherwise, later than 70 days after the Final Approval Hearing, subsequent notices shall reflect the later date.

2.5 “Claims Period” means the period that begins on the Settlement Notice Date and ends on the Claims Deadline.

2.6 “Class Released Claims” means all claims, rights, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies,

costs, expenses, and attorneys' fees of any nature whatsoever arising before the Effective Date of the settlement, whether known or unknown, matured or unmatured, foreseen or unforeseen, suspected or unsuspected, accrued or unaccrued, which he or she ever had or now has under the FCRA, any federal law or the law of any state, including statutory and common law, or under any other principle of law or equity resulting from, arising out of, or related in any way to any and all allegations in the First Amended Class Action Complaint in this action, including Defendant's reporting of OFAC Information, purported or actual failure to disclose OFAC Information or inquiry information in response to requests for consumer files or consumer reports. For purposes of clarity, but not limitation, the Class Released Claims include any form of equitable relief, actual damages, statutory damages, and/or punitive damages sought from the Released Parties. For purposes of clarity, as to vendors, resellers, suppliers and contractors (including but not limited to LexisNexis), the scope of the Class Released Claims is limited to claims related to Defendant's reporting of OFAC Information, and does not extend to OFAC reporting with which Defendant was not involved.

2.7 "Court" means the United States District Court for the Southern District of California where this Litigation is pending.

2.8 "Defendant" means CoreLogic Credco, LLC.

2.9 "Effective Date" is the date on which this Court's entry of the Final Approval Order and this Court's order regarding attorneys' fees have all become final because the following has occurred: (i) the expiration of three (3) business days after the time to file a motion to alter or amend the Final Approval Order under Federal Rule of Civil Procedure 59(e) has passed without any such motion having been filed; (ii) the expiration of three (3) business days after the thirty-

day¹ time period during which an individual could appeal the Final Approval Order under Federal Rules of Appellate Procedure 4(a)(1) and (5)(i) and (ii) has passed without any appeal having been filed, or unless that day falls on a weekend or a Court holiday, in which case the date for purposes of this settlement shall be deemed to be the next business day; and (iii) if such motion to alter or amend is filed, or if an appeal is taken, three business days after a final determination of any such motion or appeal that permits the consummation of the settlement. For purposes of this definition, the term “appeal” includes all writ proceedings.

2.10 “Email Notice” means the notice to be emailed to Settlement Class Members substantially in the form of **Exhibit B** and to be approved by the Court.

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

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

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

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

2.15 “Funding Date” means thirty (30) days after the Effective Date.

2.16 “Gross Settlement Fund” means the monetary relief which Defendant’s insurance carriers shall provide for the benefit of the Settlement Classes, as further described in Section 4.3.1.

¹ If the United States or a United States agency make an appearance in the Litigation for the purpose of challenging the settlement, this time period shall be extended to sixty days in accord with Federal Rule of Appellate Procedure 4(a)(1)(B).

2.17 “Injunctive Relief Order” means the proposed order attached as **Exhibit D** which the Parties will request that the Court enter in connection with final approval of the Settlement.

2.18 “Long Form Notice” means the notice substantially in the form of **Exhibit E** and to be posted to the Settlement Website.

2.19 “Mail Notice” means the notice to be mailed to Settlement Class Members, substantially in the form of **Exhibit F**.

2.20 “Net Settlement Fund” means the Gross Settlement Fund, funded by Defendant’s insurance carriers, less Court-approved deductions for attorneys’ fees, costs, costs of settlement administration, Plaintiff’s Service Award, and the amounts to be paid in automatic payments to members of the Failure to Identify and Failure to Disclose Settlement Classes.

2.21 “OFAC Information” means the information in an OFAC Report where the OFAC Report includes at least one hit, match, possible match, or “record for review” from the OFAC’s list of Specially Designated Nationals.

2.22 “OFAC Report” is a report disseminated by Defendant that included any one of only the following products sold by Defendant: ProScan OFAC Report; Bureau OFAC (meaning OFAC reporting involving any of Equifax, Experian or TransUnion); LoanSafe Fraud Manager, LoanSafe Risk Manager OFAC, and/or ProScan ID Index OFAC.

2.23 “Plaintiff” means Marco A. Fernandez.

2.24 “Plaintiff’s General Release” means the general release to be provided by Plaintiff in the form of **Exhibit G**.

2.25 “Preliminary Approval” and “Preliminary Approval Order” mean the Court’s order proposed in the form attached hereto as **Exhibit H** preliminarily certifying the Settlement Classes for settlement purposes, preliminarily approving the proposed settlement, approving and directing

the Settlement Class Notice Plan, appointing a Settlement Administrator, and appointing Class Counsel.

2.26 “Reminder Email Notice(s)” means notice in a form substantially similar to **Exhibit I** that will be emailed to the members of the Settlement Class who have not submitted a Claim Form as of the Effective Date. The Reminder Email Notice will remind all Settlement Class Members that they may elect to receive payment in a form other than by paper check. It will also remind Settlement Class Members who are required to file a Claim Form to do so.

2.27 [DELETED]

2.28 “Released Parties” means CoreLogic Credco, LLC and any other businesses or other entities involved in any way in CoreLogic Credco, LLC’s OFAC reporting or informational disclosure practices such as those related to 15 U.S.C. § 1681g, including any business or entities involved in providing data that CoreLogic Credco, LLC used for or included in any of its OFAC reporting. The “Released Parties” include each of the aforementioned companies’ and entities’ past, present, and future employees, parents, subsidiaries, affiliate corporations, including but not limited to each such entity’s members, officers, directors, employees, agents, personal representatives, contractors, vendors, resellers, suppliers, insurers, attorneys and assigns.

2.29 “Settlement Administrator” means, subject to Court approval, Angeion Group.

2.30 “Settlement Agreement” means this First Amended Settlement Agreement and Release, including all attached Exhibits.

2.31 “Settlement Classes” or “Settlement Class Members” means all persons residing in the United States of America (including its territories and Puerto Rico) who qualify as either (1) an “Inaccurate Reporting Settlement Class Member”; (2) a “Failure to Disclose Settlement Class Member”; and/or (3) a “Failure to Identify Settlement Class Member.” The Settlement Classes are defined as follows:

Inaccurate Reporting Class:

All individuals who were the subject of an OFAC Report that Defendant disseminated to a third party from June 3, 2013 through August 28, 2023, where the OFAC Report reported at least one hit, match, possible match, or “record for review.”

Failure to Disclose Class:

All individuals (i) who were the subject of an OFAC Report that Defendant disseminated to a third party from June 3, 2015 through August 28, 2023, where the OFAC Report reported at least one hit, match, possible match, or “record for review”; and (ii) who made a request to Defendant for their consumer file or report after such OFAC Report had been disseminated.

Failure to Identify Class:

All individuals who, from June 3, 2015, to June 30, 2021, made a request to Defendant and to whom Defendant provided a consumer file disclosure.

The Settlement Classes do not include counsel of record (and their respective law firms) for any of the Parties, employees of Defendant, and employees of the Federal judiciary.

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

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

2.34 “Settlement Website” means the Internet website to be established by the Settlement Administrator, as part of the Settlement Class Notice Plan, as set forth in Section 4.2.4.

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

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

2.37 “Undeliverable Mail Email Notice” means the notice to be emailed to Settlement Class Members who are designated as “Mail Notice Undeliverable” substantially in the form of **Exhibit J** and to be approved by the Court

3. PRELIMINARY APPROVAL

3.1 Preliminary Approval Order

Plaintiff has already filed with the Court a Motion for Preliminary Approval of the Proposed Settlement; Preliminary Certification of the Settlement Classes; Appointment of Class Counsel; Approval and Direction of the Settlement Class Notice Plan; and Appointment of the Settlement Administrator (ECF No. 295). At such time and in such manner as allowed by the Court, Plaintiff shall file supplemental pleadings seeking the Court’s entry of the Order, attached as **Exhibit H**, that would, for settlement purposes only:

- a) preliminarily approve this Settlement Agreement;
- b) certify the Settlement Classes under Federal Rules of Civil Procedure, Rule 23(b)(3);
- c) appoint Plaintiff and Class Counsel to represent the Settlement Classes;
- d) approve the proposed Settlement Class Notice Plan, including the proposed notices; and
- e) appoint the Settlement Administrator.

3.2 Class Certified for Settlement Purposes Only

Nothing in this Settlement Agreement shall be construed as an admission by Defendant that this Litigation or any similar case is amenable to class certification for trial purposes.

Furthermore, nothing in this Settlement Agreement shall prevent Defendant from opposing class certification or seeking de-certification of the preliminarily-certified Settlement Classes if final approval of this Settlement Agreement is not obtained, or not upheld on appeal, including

review by the United States Supreme Court, for any reason, or if any of the conditions exist that permit Defendant to terminate this Settlement Agreement in accordance with Section 7.

4. SETTLEMENT CLASSES

4.1 Certification of Settlement Classes

For purposes of settlement only, and upon the express terms and conditions set forth in this Settlement Agreement, Plaintiff and Defendant agree to seek certification of the Settlement Classes pursuant to Fed. R. Civ. P. 23(b)(3). The Parties estimate there are approximately 705,000 Settlement Class Members on the Inaccurate Reporting Settlement Class Notice List; approximately 3,600 Settlement Class Members on the Failure to Disclose Settlement Class Notice List; and approximately 7,400 Settlement Class Members on the Failure to Identify Settlement Class Notice List (together, the “Settlement Class Notice List”).

4.2 Settlement Class Notice Plan

4.2.1 Court Appointment and Retention of Settlement Administrator

In Plaintiff’s Motion for Preliminary Approval, Plaintiff will propose that the Court appoint the Settlement Administrator. The Settlement Administrator’s responsibilities shall include, but are not limited to: updating mailing addresses for Settlement Class Members, administering the Notice Plan, obtaining new addresses for returned mail, using commercially reasonable methods to determine email addresses for Settlement Class Members, setting up and maintaining a Settlement Website and toll-free telephone number, fielding inquiries about the Settlement Agreement, processing and reviewing Claims Forms, directing the mailing of payments to certain Settlement Class Members, mailing of required CAFA notices, and any other tasks reasonably required to effectuate the settlement. The Settlement Administrator will provide updates on objections and requests for exclusions within one business day of receipt of same, will provide weekly updates on claims filings and returned mail and will provide weekly updates on the status

of disbursements and cashed checks to counsel for the Parties. The Settlement Administrator will also provide updates on the aforementioned issues or any other matters related to settlement administration at such other intervals or times as requested by counsel for either Party.

4.2.2 List of Settlement Class Members

Defendant has provided data to Plaintiff regarding OFAC Reports and has produced data related to consumer file and report requests and has provided agreed-upon supplemental data as well. This data is known as the “Class Data” and contains the information needed for the “Settlement Class Notice List.” Plaintiff has provided the Class Data to the Settlement Administrator. The Class Data is and shall be governed by the Protective Order previously entered in the Litigation (Dkt. No. 55), including subsequent modifications (Dkt. No. 114), and designated as Confidential. Plaintiff, Class Counsel, and the Settlement Classes hereby acknowledge and agree that the Class Data shall be provided to the Settlement Administrator solely for the purpose of effectuating the terms of this Settlement Agreement, and that such information shall not be used, disseminated, or disclosed by or to any other person for any other purpose. Defendant’s inclusion of these individuals’ personal identifying information in the Class Data is in no way an admission of liability by Defendant with respect to these individuals or that they represent a class that would be certifiable in a contested Rule 23 posture. If the settlement is terminated for any of the reasons identified in Section 7, the Settlement Administrator shall immediately destroy any and all copies of the Class Data.

4.2.3 Settlement Class Notice—Mail Notice

No later than thirty (30) days after the Court enters Preliminary Approval, the Settlement Administrator will commence sending the Mail Notice via U.S. mail, postage prepaid to all individuals on the Settlement Class Notice List. Mail Notice shall be provided in both English and Spanish to all Class Members to whom Notice is mailed.

Prior to sending the Mail Notice, the Settlement Administrator shall use commercially reasonable means to obtain updated and current U.S. mail addresses for all individuals on the Settlement Class Notice List. Prior to mailing, the Settlement Administrator shall utilize the U.S. Postal Office's National Change of Address System . Additional means may include, without limitation and by example only, and at the Settlement Administrator's reasonable discretion: data from Experian, Trans Union, or Equifax and/or any of their affiliates; data from LexisNexis or other comparable skip-trace data sources; and other appropriate commercial or public sources. The Settlement Administrator may also request forwarding service or change service to the last known address reflected in the Class List. The date on which the Settlement Administrator mails the Mail Notice shall be the Settlement Notice Date. The Settlement Administrator will re-mail the Mail Notice via standard U.S. Mail, postage prepaid, to those Settlement Class Members whose Notices were returned as undeliverable to the extent an alternative mailing address can be reasonably located. The Settlement Administrator will first attempt to re-mail the Mail Notice to the extent that it received an address change notification from the U.S. Postal Service. If an address change notification form is not provided by the U.S. Postal Service, the Settlement Administrator may attempt to obtain an updated address through additional reasonable and appropriate methods.

The Settlement Administrator shall designate any Settlement Class Member as "Mail Notice Undeliverable" in the event that the Settlement Class Member's mail notice is returned and not successfully remailed.

4.2.3.1 Settlement Class Notice—Email Notice

The Settlement Administrator shall use commercially reasonable methods to locate email addresses for all Settlement Class Members. Such means may include, without limitation and by example only, and at the Settlement Administrator's reasonable discretion: data from Experian, Trans Union, or Equifax and/or any of their affiliates; data from LexisNexis or other comparable

skip-trace data sources; and other appropriate commercial or public sources. Beginning on the Notice Date, the Settlement Administrator shall send all Settlement Class Members for whom an email address has been located the Email Notice. The Email Notice shall be provided in both English and Spanish to all Settlement Class Members to whom the Email Notice is sent.

If a Settlement Class Member is designated as Mail Notice Undeliverable and the Settlement Administrator has located an email address for that Settlement Class Member, the Settlement Administrator shall send such individual the Undeliverable Mail Email Notice (attached hereto as Exhibit J) which provides notice to such Settlement Class Member of the Settlement and informs the Settlement Class Member that in order to receive payment, they will be required to submit a Claim Form providing payment instructions.

To the extent practicable, the Settlement Administrator shall send all Settlement Class Members who are designated as Mail Notice Undeliverable the Undeliverable Mail Email Notice at least twice before the Final Approval Hearing. The Undeliverable Mail Email Notice shall be provided in both English and Spanish to all Settlement Class Members to whom the Undeliverable Mail Email Notice is sent.

Three (3) days after the Effective Date, and again fourteen (14) days after the Effective Date, the Settlement Administrator shall send to all Settlement Class Members who have not submitted a Claim Form and for whom an email address has been located the appropriate Reminder Email Notice, informing them that the settlement is effective and notifying them of how they can elect to be paid other than by paper check. The Reminder Email Notice shall be provided in both English and Spanish to all Settlement Class Members to whom the Reminder Email Notice is sent.

4.2.4 Settlement Class Notice--Settlement Website

The Settlement Administrator also will create and maintain the Settlement Website to be activated no later than five (5) days prior to the Settlement Notice Date. The Settlement

Administrator's responsibilities will also include securing a URL approved by both Class Counsel and Defendant.

The Settlement Administrator shall promote the Settlement Website by conducting a notice campaign on the Internet using commercially reasonable advertisements and search engine optimization techniques agreed to by the parties and endorsed by the Administrator.

Subject to the parties' agreement, the Settlement Website will post important settlement documents, including the First Amended Class Action Complaint, the Long Form Notice, the Settlement Agreement, Plaintiff's Motion for Attorneys' Fees, Costs, and Service Award, and the Preliminary Approval Order. A version of the Mailed Notice or Emailed Notice in Arabic may also be posted to the Settlement Website. In addition, the Settlement Website will include a Claim Form that can be submitted electronically, a section for frequently asked questions, and procedural information regarding the status of the Court-approval process, such as an announcement when the Final Approval Hearing is scheduled, when the Final Approval Order has been entered, when the Effective Date is expected or has been reached, and when payment will likely be mailed.

While the default payment method shall be paper checks, the Settlement Website shall allow Class Members to elect alternate methods of payment, including Venmo and/or payment cards. The Settlement Administrator will terminate the Settlement Website either: (1) 60 days after all funds in the Settlement Fund have been distributed and after the deadline for all Settlement Class Members to negotiate their checks has passed; or (2) thirty (30) days after the date on which the settlement is terminated or otherwise not approved by the Court.

4.2.5 Telephone and Email Assistance

The Settlement Administrator shall provide a telephone number and an email address to be included in the Notice and Settlement Website for Class Members seeking information about the settlement. The telephone number shall lead Class Members to an Interactive Voice Response

system, in English Spanish and Arabic, and shall also provide Class Members with the opportunity to leave a message requesting a return phone call. As appropriate, the Settlement Administrator shall direct Settlement Class Members seeking advice to Class Counsel, who shall be responsible for answering such questions or otherwise assisting Settlement Class Members. If individuals, including Settlement Class Members and those who believe that they may be Settlement Class Members, contact Credco regarding this settlement, Credco may refer such individuals to the Settlement Administrator. In such instances, upon being contacted by the individual, the Settlement Administrator may confirm the individual's membership in the settlement classes or, if necessary, request that the individual fill out a Claim Form.

4.2.6 CAFA Notice

The Settlement Administrator shall serve notice of this Amended Settlement that meets the requirements of CAFA, 28 U.S.C. § 1715, on the appropriate federal and state officials no later than ten (10) days after the filing of this Amended Settlement Agreement with the Court. In particular, the Settlement Administrator shall prepare and mail the applicable notices, and the costs for preparing and mailing the notices shall be paid out of the Settlement Fund.

4.2.7 Costs and Expenses

Within fourteen (14) days after Preliminary Approval, Defendant's insurance carriers will advance \$1,210,000 to the Settlement Administrator to effectuate the Notice Plan. Defendant shall receive a full credit for that advance payment when it comes time for Defendant's insurance carriers to fund the Settlement Fund after the Effective Date.

4.3 Settlement Consideration

4.3.1 Settlement Class Monetary Relief

The Gross Settlement Fund shall be paid according to the terms set forth herein and in Section 5 below. The Gross Settlement Fund will consist of fifty-eight million five hundred

thousand dollars (\$58,500,000.00) provided by Defendant's insurance carriers (the initial \$1,210,000 payment referenced in Section 4.2.7 above plus a payment of \$57,290,000 on or before the Funding Date). All costs and expenses associated with the settlement, including any attorneys' fees, administrative costs, and any incentive award, shall come out of the Gross Settlement Fund. In no event will Defendant be required to pay anything more than this amount in connection with the settlement.

4.3.1.1 Settlement Class Members Eligible for Payment

All Settlement Class Members are eligible for a Cash Payment. Settlement Class Members shall *not* be required to return a Claim Form in order to receive a payment, unless one of the following circumstances is present: 1) the Settlement Class Member was marked as Mail Notice Undeliverable, in which case the Settlement Class Member shall only be required to submit sufficient information on a Claim Form to facilitate payment to the Settlement Class member; or 2) the Settlement Class Member is not on the Settlement Class Notice List, in which case the Settlement Class Member shall be required to submit a Claim Form and provide reasonable proof of class membership. Each Settlement Class Member who is either (1) on the Settlement Class Notice List and not a Mail Notice Undeliverable member of the Settlement Class; (2) a Mail Notice Undeliverable member of the Settlement Class who submits sufficient information on a Claim Form to facilitate payment to the Settlement Class member; or (3) a Settlement Class Member who is not on the Settlement Class Notice List, but who submits a Claim Form and provides reasonable proof of class membership, is referred to herein as "Eligible for Payment."

4.3.1.2 Payments to Settlement Class Members

Each Settlement Class Member who is Eligible for Payment shall receive a payment for each Class of which they are a member, meaning that people who are members of more than one Settlement Class shall receive aggregate payment for all Classes of which they are a member.

Failure to Disclose Settlement Class Members who are Eligible for Payment shall receive a settlement payment of \$1,000. Failure to Identify Settlement Class Members who are Eligible for Payment shall receive a settlement payment of \$500. Inaccurate Reporting Class Members who are Eligible for Payment shall receive a pro rata payment from the Net Settlement Fund.

Payments pursuant to this Section shall be sent by the Settlement Administrator no later than twenty-one (21) days after the deadline for curing deficient Claims has passed. Payment shall be issued by check, unless the Settlement Class Member has returned a Claim Form electing an alternative payment method, in which case the Settlement Administrator shall make reasonable efforts to render payment to the class member according to the payment method selected. If the alternative payment method is not feasible as to any given class member who has elected it, the Settlement Administrator shall send such class member a paper check.

4.3.1.3 Claims Process

As set forth above, only Settlement Class Members who are marked as Mail Notice Undeliverable or who are not on the Settlement Class Notice List shall be required to file a Claim Form in order to receive a payment. All Settlement Class Members, however, shall have the *option* to return a Claim Form to request payment in a form other than a paper check.

The Settlement Administrator shall receive, process, and determine the validity of all Claim Forms. The Settlement Administrator shall initially disallow any claim that is not timely, does not contain required information, or does not appear to have been submitted by a member of the Settlement Class.

The Settlement Administrator shall also use commercially reasonable means to prevent and detect fraudulent claim filings. If a claim is disallowed for any reason, including fraud, then the Settlement Administrator, within seven (7) days after the decision to disallow, shall notify the person who submitted the Claim Form by mail or email of the reason for disallowance and shall

provide the submitting individual with the opportunity to cure any deficiencies within thirty (30) days of the notice. Decisions regarding disallowance shall be made by the administrator on a rolling basis as Claim Forms are received. All initial decisions regarding disallowances shall be made no later than fourteen (14) days following the Claims Deadline. The Settlement Administrator shall provide copies of any disallowed Claim Forms to Class Counsel or Defendant's Counsel upon request.

A person who submitted any disallowed Claim Form may, within thirty (30) days of the notice of disallowance, resubmit a Claim Form and/or submit supporting documentation, which shall be reviewed by the Settlement Administrator and either finally allowed or finally disallowed by the Settlement Administrator within seven (7) days after receipt of the resubmitted Claim Form.

In connection with the motion for final approval of the settlement, the Settlement Administrator shall provide a sworn declaration setting forth compliance with the Notice Plan set forth in this Settlement Agreement and providing such information as may be requested by Class Counsel, Defendant, or the Court.

The Settlement Administrator's decision as to the validity of any given Claim Form shall be final. Neither the Parties nor the Settlement Administrator will have any further obligation to send notice of the settlement to the Settlement Class Members.

4.3.1.3.1 Compliance

It is the intent of the Parties that no person or entity that is on the OFAC List shall receive any compensation as a result of this Settlement, and that the Settlement Administrator and any financial institutions involved with the distribution of the Settlement Fund shall comply with the Patriot Act, tax laws or any other laws or regulatory requirements. In the event the Settlement Administrator or a financial institution involved with the distribution of the Settlement Fund declines to pay any Settlement Class Member Eligible for Payment as a result of compliance

measures undertaken in whole or in part to comply with the Patriot Act, the Settlement Administrator shall notify Class Counsel and Defense Counsel. Class Counsel shall work with the Settlement Class Member and the applicable financial institution to resolve any such issues. In the event any such issue cannot be resolved and any financial institution refuses to make payment based on concerns about compliance with the Patriot Act, Class Counsel shall notify the Court. The Settlement Administrator has warranted that none of the financial institutions with whom it will work in this matter utilizes name-only matching, that all financial institutions require exact matches on numerous data points, and that all financial institutions provide a procedure whereby it may be demonstrated that flagged individuals are not on the OFAC List. The Settlement Administrator shall comply with all obligations pursuant to the U. S. Tax Code. In order to facilitate compliance with tax requirements, in the event the Settlement Administrator does not possess sufficient information to complete a form W-9 in connection with a payment where such compliance is required (such as, for example, a social security or tax identification number), the Settlement Administrator shall contact the class member to obtain such information.

4.3.1.4 Redistribution and Cy Pres:

Settlement Class Members who receive paper checks shall have ninety (90) days after checks are mailed to negotiate their checks. To the extent that there are any remaining amounts left in the Net Settlement Fund, including but not limited to those resulting from any uncashed or returned checks, thirty (30) days following the later of the close of the check negotiation period, the Settlement Administrator shall distribute any remaining amounts in the Net Settlement Fund as an additional payment to each Inaccurate Reporting Settlement Class Member who cashed their original paper check or received payment through electronic means so long as the amount remaining in the Fund is sufficient to pay for the costs of the redistribution and to ensure that all Class Members receiving a redistribution would receive at least \$5. Inaccurate Reporting

Settlement Class Members receiving a redistribution shall then have ninety (90) days to negotiate the checks issued as part of the redistribution.

Should redistribution be infeasible due to the amounts remaining in the Fund being insufficient to satisfy the above criteria, or should amounts remain in the Fund even after redistribution, the Settlement Administrator shall donate any residual amounts left in the Net Settlement Fund to the Lawyers' Committee for Civil Rights as a *cy pres* recipient. The *cy pres* recipient shall agree to use the funds for non-litigation purposes. No amount of the Net Settlement Fund shall revert to Defendant under any circumstance.

4.3.2 Settlement Class Injunctive Relief

As a part of Plaintiff's request for final settlement approval, Plaintiff will move the Court to enter the Injunctive Relief Order attached as **Exhibit D** to this Settlement Agreement. Plaintiff shall inform the Court that Defendant consents to the entry of such Order contemporaneously with the Final Approval Order. Defendant further agrees that the relief contemplated by the Injunctive Relief Order is the result of this lawsuit.

4.4 Settlement Class Release

4.4.1 Plaintiff's General Release

Plaintiff shall execute Plaintiff's General Release attached as **Exhibit G** and provide the document to the Settlement Administrator and Defendant within seven (7) days of the Final Approval Order being entered.

4.4.2 Release of All Claims

Upon the Effective Date, each Settlement Class Member who has not validly excluded themselves from the Settlement Classes, on behalf of themselves and their respective spouses, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors, assigns, and all those acting or purporting to act on their behalf, acknowledge full

satisfaction of, and shall be conclusively deemed to have fully, finally, and forever settled, released, and discharged, all the Released Parties of and from all Class Released Claims.

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

4.4.3 Waiver of Unknown Claims; General Release

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

Settlement Class Members and Class Counsel understand and acknowledge the significance of this waiver of California Civil Code § 1542, and all similar federal or state laws, rights, rules, or legal principles of any other jurisdiction that might apply to the fullest extent permitted by law related to all unknown claims.

Each Settlement Class Member acknowledges that they are familiar with principles of law such as § 1542 of the Civil Code of the State of California which provides that:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

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

4.4.4 Binding Release

Upon the Effective Date, no default by any person in the performance of any covenant or obligation under this Settlement Agreement or any order entered in connection with such shall affect the dismissal of the Litigation, the *res judicata* effect of the Final Approval Order, the foregoing releases, or any other provision of the Final Approval Order; provided, however, that all other legal and equitable remedies for violation of a court order or breach of this Settlement Agreement shall remain available to all Parties.

4.4.5 Opt-Out from Settlement Classes

4.4.5.1 Requests for Exclusion

All Settlement Class Members shall be given the opportunity to opt out of the Settlement Classes by submitting a “Request for Exclusion.” All Requests for Exclusion must be in writing, sent to the Settlement Administrator and postmarked no later than sixty (60) days from the Settlement Notice Date. To be valid, a Request for Exclusion must be personally signed and must include: (1) the individual’s name, address and telephone number; and (2) a statement substantially to the effect that: “I request to be excluded from the Settlement Class in *Fernandez v. CoreLogic*

Credco, LLC, No. 3:20-cv-01262-JM-SBC, United States District Court for the Southern District of California.” Each written Request for Exclusion must be signed by the individual seeking exclusion, and may only request exclusion for that one individual. No person within the Settlement Classes, or any person acting on behalf of or in concert or participation with that person, may submit a Request for Exclusion on behalf of any other person within the Settlement Classes. “Mass” or “class” exclusion requests shall not be permitted.

4.4.5.2 Verification of Opt-Outs by Settlement Administrator

The Settlement Administrator shall provide copies of the Requests for Exclusion to the Parties no later than three days after they are received by the Settlement Administrator. No later than seven (7) days before the Final Approval Hearing, the Settlement Administrator shall prepare a declaration listing all the valid opt-outs received and shall provide the declaration and list to Class Counsel and Defendant’s counsel, with Class Counsel then reporting the names appearing on this list to the Court before the Final Approval Hearing.

4.4.5.3 Effect of Opt-Out from Settlement Classes

All individuals within the Settlement Classes who timely submit a valid Request for Exclusion will, subject to Court approval, be excluded from the Settlement Classes and shall preserve the ability to independently pursue, at their own expense, any individual claims they may have against Defendant. Any such individual within the Settlement Classes who validly opts out will not be bound by further orders or judgments in the Litigation as they relate to the Settlement Classes.

4.4.6 Representation of Opt-Outs

Class Counsel agree that this Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class Members. Class Counsel also recognize that a large number of opt-outs could threaten the viability of this Agreement. Class Counsel therefore agree that the

Settlement Class Members who seek to opt-out should be represented by other counsel. Accordingly, Class Counsel shall, if contacted, refer any such opt-outs to the applicable state bar association or other referral organization for other appropriate counsel in any subsequent litigation of claims by such opt-outs against Defendant.

4.4.7 Objections from Settlement Class Members

Any Settlement Class Member who has not previously validly opted-out in accordance with the terms above and who intends to object to this Settlement Agreement must file the objection in writing with the Clerk of Court no later than sixty (60) days from the Settlement Notice Date, and must concurrently serve the objection on the Settlement Administrator. The objection must include the following: (1) the Settlement Class Member's full name, address and current telephone number; (2) if the individual is represented by counsel, the name and telephone number of counsel, whether counsel intends to submit a request for fees, and all factual and legal support for that request; (3) all objections and the basis for any such objections stated with specificity, including a statement as to whether the objection applies only to the objector, to a specific subset of the Classes, or to the entire Classes; (4) the identity of any witnesses the objector may call to testify; (5) a listing of all exhibits the objector intends to introduce into evidence at the Final Approval Hearing, as well as true and correct copies of such exhibits; and (6) a statement of whether the objector intends to appear at the Final Approval Hearing, either with or without counsel.

Any Settlement Class Member who fails to timely file and serve a written objection pursuant to this Section shall not be permitted to object to the approval of the settlement or this Settlement Agreement and shall be foreclosed from seeking any review of the settlement or the terms of the Settlement Agreement by appeal or other means. Any Settlement Class Member who files an objection is subject to having their deposition taken prior to the Final Approval Hearing.

A Settlement Class Member may withdraw an objection by communicating such withdrawal in writing to Class Counsel.

No later than seven (7) days before the Final Approval Hearing, the Settlement Administrator shall prepare a declaration listing all objections received and shall provide the declaration and list to Class Counsel and Defendant's counsel, with Class Counsel then reporting the names appearing on this list to the Court before the Final Approval Hearing.

5. SETTLEMENT FUND

5.1 Settlement Fund

Class Counsel, in conjunction with the Settlement Administrator, shall establish as the Settlement Fund an escrow account at a federally insured financial institution (the "Financial Institution"), which shall be considered a common fund created because of the Litigation. The Settlement Administrator shall direct the Financial Institution to make distributions from the Settlement Fund only in accordance with this Settlement Agreement and the applicable orders of this Court. The Settlement Administrator shall not authorize any funds to be distributed or paid by the Financial Institution to Settlement Class Members or to the Administrator without written confirmation from both Class Counsel and Defendant's Counsel. The Administrator may pay court authorized awards to Class Counsel and the Named Plaintiff in accordance with the Court's orders.

The Settlement Administrator shall promptly notify Class Counsel and Defendant's Counsel of the date of the establishment of the account and shall provide Defendant's Counsel with sufficient information about the account to enable Defendant's insurance carriers to deposit amounts required by this Agreement. The Settlement Fund may not be commingled with any other funds and may be held in cash, cash equivalents, certificates of deposit, or instruments insured by

an arm of or backed by the full faith and credit of the United States Government. Interest earned, if any, on the Settlement Fund shall be attributed to the Settlement Fund as a whole and distributed pro rata to Inaccurate Reporting Class Members as provided herein (*see* Paragraphs 4.3.1.3 to 4.3.1.4, above), in the event this Settlement Agreement is not terminated by the Defendant and the Effective Date otherwise occurs. The Settlement Fund will only be used to make distributions to Settlement Class Members, pay attorneys' fees, costs, a Service Award, and to pay the Settlement Administrator.

By the Funding Date, Defendant's insurance carriers shall fund the Settlement Fund for the remainder of the total amount, i.e., fifty-eight million five hundred thousand dollars (\$58,500,000.00) less the advance payment of one million two hundred and ten thousand dollars (\$1,210,000) specified in Paragraph 4.2.7 above. Defendant's insurance carriers shall deposit all amounts payable pursuant to this Agreement in the Escrow Account. This funding includes all potential amounts awarded by the Court as the total monetary consideration to the Settlement Classes, inclusive of any and all payment of attorneys' fees, Service Award, costs, administrative fees, notice expenses, and any other expenses described herein.

In no event shall Defendant, through its insurance carriers, be required to pay more than fifty-eight million five hundred thousand dollars (\$58,500,000.00) in connection with the settlement.

5.2 Settlement Fund Tax Status

5.2.1 The Parties agree to treat the Settlement Fund as being at all times a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1. In addition, the Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this Subsection, including the "relation back election" (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance

with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

5.2.2 For the purpose of Treasury Regulation § 1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be the Settlement Administrator. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)). Such returns shall be consistent with this Subsection and in all events shall reflect that all Taxes (including any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the respective settlement fund as provided herein.

5.2.3 All (a) Taxes (including any estimated Taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Parties with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes (“Taxes”), and (b) expenses and costs incurred in connection with the operation and implementation of this Subsection (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns (“Tax Expenses”)), shall be paid out of the respective settlement fund for which the income was earned or expense or cost incurred; in no event shall the Released Parties have any responsibility for or liability with respect to the Taxes or the Tax Expenses. The Settlement Administrator shall indemnify and hold the Released Parties harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of

any such indemnification). Further, Taxes and Tax Expenses shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order from the Court, and the Settlement Administrator shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(l)); the Released Parties are not responsible therefore nor shall they have any liability with respect thereto. The Parties hereto agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out this Section.

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

No later than fourteen (14) days prior to the Opt-Out & Objections Deadlines, Class Counsel shall make an application to the Court for an award of attorneys' fees, costs, and other expenses for their representation of the Settlement Classes. This application will be posted to the Settlement Website within one day of filing with the Court. The amount of fees that will be requested by Class Counsel shall be no greater than \$14,625,000.00 or 25% of the Settlement Fund. The amount of costs and other expenses requested by Class counsel shall not exceed Class Counsel's actually incurred costs and other expenses. Class Counsel's application shall also request that the Court specifically approve all of the terms of this Section. No later than the time Class Counsel files the application above for an award of attorneys' fees, Class Counsel shall provide to the Settlement Administrator and Defendant a properly completed W-9 Form pertaining to Class Counsel.

The award shall include all fees, costs, and other expenses for all attorneys (and their employees, consultants, experts, and other agents) who performed work in connection with the Litigation of the claims on behalf of the Settlement Class Members.

No later than fourteen (14) days prior to the Opt-Out & Objections Deadlines, Plaintiff may choose to make an application to the Court for the Court's approval of a Service Award of \$20,000 to be paid from the Settlement Fund.

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

The application for attorneys' fees, the Service Award, and any and all matters related thereto shall be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement. The Plaintiff and Class Counsel agree that this Settlement Agreement is not conditional on the Court's approval of attorneys' fees or the Service Award in the requested amount or in any amount whatsoever. The Court's ruling on the application or applications for such fees, costs, and Service Award shall not operate to terminate or cancel the Settlement Agreement. However, Class Counsel shall have the right to appeal any court order which awards fees, costs, expenses, or a Service Award in an amount less than requested, and the Effective Date shall not arise until such time as any such appeal is resolved.

5.3.1 Payment Schedule

Attorneys' fees and costs, subject to Court approval, shall be paid in the amount approved by the Court no later than thirty (30) business days after the Funding Date. The Service Award, subject to Court approval, shall be paid in the amount approved by the Court no later than thirty (30) business days after the Funding Date.

In addition, before commencing any distributions to the Settlement Class Members, the Settlement Administrator shall determine the funds necessary to cover the costs of notice and administration that the Settlement Administrator has already incurred, and reasonably expects to incur, in completing the distribution and Notice Plan. The Settlement Administrator shall submit

that estimate to Class Counsel and Defendant's Counsel for approval. Once approved, the Settlement Administrator should withhold the estimated amount from further distribution from the Settlement Fund to cover costs of notice and administration.

6. ENTRY OF FINAL APPROVAL ORDER

The Parties shall jointly seek entry by the Court of a Final Approval Order in the form attached hereto as **Exhibit C**.

7. TERMINATION

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

- a) the Parties fail to obtain and maintain Preliminary Approval consistent with the provisions of this Settlement Agreement;
- b) more than [REDACTED] of the number of Inaccurate Reporting Class Members on the Settlement Class Notice List opt-out of the proposed settlement. The Parties will seek to file the aforementioned threshold for opt-outs under seal;
- c) the Court fails to enter a final judgement under the provisions of this Settlement Agreement;
- d) the settlement of the Settlement Classes' claims, or the Final Approval Order, is not upheld on appeal, including review by the United States Supreme Court;
- e) the Plaintiff or Class Counsel commit a material breach of the Settlement Agreement before entry of the Final Approval Order; or

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

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

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

8. MISCELLANEOUS PROVISIONS

8.1 Best Efforts to Obtain Court Approval

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

8.2 No Admission

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

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

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

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

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

8.3 Court's Jurisdiction

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

8.4 Settlement Notices

Except for the Settlement Class Notice Plan, as provided for in Section 4.2 above, all other notices or formal communications under this Settlement Agreement shall be in writing and shall be given, with a copy by (1) email; (2) hand delivery; (3) registered or certified mail, return receipt requested, postage pre-paid; or (4) overnight courier to counsel for the Party to whom notice is directed, at the following addresses:

For the Plaintiff and the Settlement Classes:

Eleanor Michelle Drake
John G. Albanese
BERGER MONTAGUE PC
1229 Tyler Street NE, Suite 205
Minneapolis, MN 55413
emdrake@bm.net
jalbanese@bm.net

For Defendant:

Brandon M. Marsh
HUESTON HENNIGAN LLP
620 Newport Center Dr., Suite 1300
Newport Beach, CA 92660
bmarsh@hueston.com

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

8.5 Parties' Costs

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

8.6 Confidentiality of Discovery Materials and Information

The Parties, their counsel, and any retained or consulting experts in this Litigation, agree that they remain subject to the Court's Protective Order (Dkt. No. 55), including subsequent modifications (Dkt. No. 114), as appropriate.

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

Defendant reserves the right to communicate with its customers, business contacts, investors, regulators and other government agencies, and members of the public about the Settlement Agreement in the ordinary course of its business. The Parties further agree to cooperate with each other and the Settlement Administrator in connection with any communications to respective Settlement Class Members or others, as may be necessary to effectuate the terms of this Settlement Agreement. Otherwise, Plaintiff and Class Counsel agree not to make any public statements regarding the settlement or the Litigation as to any matters not contained in the public record of the Litigation.

8.8 Complete Agreement

This Settlement Agreement is the entire, complete agreement of each and every term agreed to by and among Plaintiff, the Settlement Classes, and their counsel. In entering into this Settlement Agreement, no Party has made or relied on any warranty or representation not specifically set forth herein, whether between the Parties or before the Court.

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

8.9 Headings for Convenience Only

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

8.10 Severability

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

8.11 No Party Is the Drafter

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

8.12 Binding Effect

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

8.13 Authorization to Enter Settlement Agreement

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

Plaintiff enters into and executes this Settlement Agreement on behalf of himself, and as a representative of and on behalf of the Settlement Classes, subject to Court approval pursuant to

Federal Rules of Civil Procedure, Rule 23(e).

8.14 Execution in Counterparts

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

Plaintiff:

DocuSigned by:
Marco Fernandez
7E04D088C92744D

Marco A. Fernandez

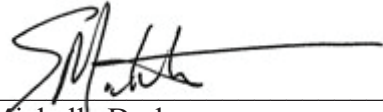
Defendant

CoreLogic Credco, LLC

Name: _____

Title: _____

Counsel for Plaintiff and Settlement Class:



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

Counsel for Defendant:

Brandon M. Marsh
HUESTON HENNIGAN LLP
620 Newport Center Dr., Suite 1300
Newport Beach, CA 92660
Telephone: (949) 229-8640
Facsimile: (888) 775-0898

Plaintiff:

Marco A. Fernandez

Defendant



CoreLogic Credco, LLC

Name: Francis Aaron Henry

Title: Chief Legal Officer and Corporate Secretary

Counsel for Plaintiff and Settlement Class:

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

Counsel for Defendant:



Brandon M. Marsh
HUESTON HENNIGAN LLP
620 Newport Center Dr., Suite 1300
Newport Beach, CA 92660
Telephone: (949) 229-8640
Facsimile: (888) 775-0898

Exhibit A

Your claim must be submitted online or postmarked by: **[DEADLINE]**

Fernandez v. CoreLogic Credco, LLC
No. 3:20-cv-01262-JM-SBC (S.D. Cal.)

CLC

CLAIM FORM

Notice ID: <<**Notice ID**>>

Confirmation Code: <<**Confirmation Code**>>

If you did not receive Notice of this Settlement in the Mail, you are required to return this Claim Form by **DATE** in Order to receive your payment. If you do not have a Notice ID and Confirmation Code, you may be required to provide proof of class membership in order to receive a payment.

I. Identifying Information.

Please provide your name and contact information below. Note: If your contact information changes after you submit this Form, you must notify the Settlement Administrator by emailing **INSERT EMAIL** or calling **XXX-XXX-XXXX**.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Last 4 of Social Security or Tax ID Number*

II. Payment Selection

Please select from **one** of the following payment options and provide the requested information:

PayPal - Enter the email address associated with your PayPal account: _____

Venmo - Enter the mobile # associated with your Venmo account: _____ - _____ - _____

Zelle - Enter the mobile # **or** email address associated with your Zelle account:

Mobile Number: _____ - _____ - _____ or Email Address: _____

Virtual Prepaid Card - Enter your email address: _____

Physical Check – Payment will be mailed to the address provided in Section I above.

Your claim must
be submitted
online or
postmarked by:
[DEADLINE]

Fernandez v. CoreLogic Credco, LLC
No. 3:20-cv-01262-JM-SBC (S.D. Cal.)

CLC

CLAIM FORM

III. Signature.

Signature

Date (MM/DD/YYYY)

If you have questions about the above confirmation, please review the enclosed Notice, visit the Settlement Website, **LINK**, email **INSERT EMAIL**, or call **XXX-XXX-XXXX**.

*Note: Last 4 of SSN will only be required for electronic claim forms.

Exhibit B

From: [Settlement Administrator]

To: [Class Member email address]

Subject: Notice of Class Action Settlement – Fernandez v. CoreLogic Credco, LLC

Name: <<Name>>

Notice ID: <<Notice ID>>

Confirmation Code: <<Confirmation Code>>

Mail Address: <<ADDRESS>>

A FEDERAL COURT AUTHORIZED THIS NOTICE

You have been identified as a class member in a class action lawsuit.

You are eligible to receive a payment from a Settlement the parties are asking the court to approve.

Your rights and options are explained in this Notice. Please read this Notice carefully.

You are not being sued.

What Is This Case About?

Plaintiff Marco Fernandez (“Plaintiff”) filed a class action lawsuit. That is a lawsuit seeking to recover on behalf of a group of people, called a “class.” You are receiving this notice because you have been identified as a member of the “class.”

Plaintiff claims that Corelogic Credco (“Credco”) inaccurately informed its customers that Plaintiff and other class members were possible matches to an entity on the Office of Foreign Asset Control’s List of Specially Designated Nationals (the “OFAC List”). The OFAC List, which is maintained by the U.S. Department of the Treasury, is a list of people, groups, and companies that U.S. businesses are not allowed to do business with, such as terrorists and narcotics traffickers.

Plaintiff also claims that, when he and other class members asked Credco for certain information, Credco (1) failed to disclose that it had reported him as a possible match to a person on the OFAC List, and (2) failed to identify the companies that had requested reports about him.

Credco denies any and all allegations or assertions of wrongdoing in this lawsuit, and denies any and all allegations or assertions that it is liable to Mr. Fernandez or to any member of the Classes. The Court has not made any finding that Credco has engaged in any wrongdoing or misconduct of any kind, or is liable in any way, including regarding Mr. Fernandez’s alleged violations of the FCRA. Credco has, however, agreed to settle the lawsuit so that it may, among other things, avoid additional litigation burdens and expenses.

Mr. Fernandez and Credco (together, the “Parties”) have reached a proposed settlement in the lawsuit. The settlement has not yet been approved by the Court.

Am I Included in the Settlement?

Yes. Defendant's records indicate you are a member of the Settlement Class.

Which Group Am I In and Who Else Is Included?

There are three groups ("Classes") of people who are included in the settlement. According to Credco's records, you are a Member of the Classes listed below that have an "X" next to their descriptions:

_____ **Inaccurate Reporting Class:** You are in this Class if, between June 3, 2013 and August 28, 2023, Credco reported to a third party (such as a bank, auto dealership, or other lender) that you were a possible match to a person, entity, or vessel on the OFAC List, or otherwise identified records for further review. The fact that you are a Member of this Class does **NOT** mean that you are actually listed on the OFAC List. Instead, it simply means that Credco issued a report to a third party about you, and that that report identified you as having similar information (such as a similar name) to a person, entity, or vessel that is listed on the OFAC List.

_____ **Failure to Disclose Class:** You are in this Class if (1) between June 3, 2013 and August 28, 2023, Credco reported to a third party (such as a bank, auto dealership, or other lender) that you were a possible match to a person, entity, or vessel on the OFAC List, or otherwise identified records for further review; **and** (2) you asked Credco for your consumer file or report after Credco made the report described above.

_____ **Failure to Identify Class:** You are in this Class if, from June 3, 2015 to June 30, 2021, you asked Credco for your consumer file and Credco provided you with a consumer file disclosure.

If you would like more information about why you are a Class Member or what was reported about you, you may contact the Settlement Administrator at [XXX-XXX-XXXX](tel:XXX-XXX-XXXX) or XXX@XXX.com

Being a Member of the Inaccurate Reporting Class does **NOT** mean that you are actually listed on the OFAC List. Instead, it simply means that Credco sold a report to a third party about you, and that that report identified you as having similar information (such as a similar name) to a person, entity, or vessel that is listed on the OFAC List.

What is the Settlement?

The settlement establishes a \$58,500,000 Settlement Fund, which will cover: (1) cash payments to Class Members, (2) attorneys' fees, (3) costs, (4) settlement administration, and (5) any service award for Mr. Fernandez that the Court may later approve. Payments to Class Members are tied to class membership. If you are a Member of all three Classes, you will be entitled to the payments associated with *each* Class.

How Much Money Will I Receive?

Each member of the **Failure to Identify Class** will receive \$500.

Each member of the **Failure to Disclose Class** will receive \$1,000.

Each member of the **Inaccurate Reporting Class** will receive a first payment of approximately \$47. Depending on the number of initial checks that are not cashed, members of the Inaccurate Reporting Class may

receive a second payment. Plaintiff estimates that the second payment will also be approximately \$47, for a **total estimated payment of \$94.**

How Can I Be Paid?

If you also receive notice of this Settlement by mail, you will be mailed a paper check mailed to the address listed at the top of this notice. If the address at the top of this notice is not up to date, it is possible that a paper check will be mailed to that address unless you take action.

If you wish to receive payment in another form or at another address, you may complete a [Claim Form](#).

If you did not receive notice by Mail, we need information from you in order to send you your payment. You must complete a [Claim Form](#) in order to receive a payment.

If you move, you must inform the Settlement Administrator of your new address. You may do so by visiting the [Settlement Website, LINK, emailing INSERT, or calling XXX-XXX-XXXX.](#)

Please be on the lookout for future emails. If our efforts to send you notice by US Mail are unsuccessful, we will email you again to remind you to file a [Claim Form](#). Emails will come from [XX](#). Please remove that email address from any spam list.

What Are My Options?

(1) Remain in the Settlement .

So long as you have also received notice in the Mail, you will receive a payment. As explained above, if our efforts to reach you by mail are not successful, you must submit a [Claim Form](#) in order to receive a payment.

If you do nothing in response to this Notice, you will lose any legal rights you may have against Credco related to this lawsuit, and you will lose the right to object to the settlement of this lawsuit. If you do not submit a Payment Election Form, your payment will be sent by check to the address listed at the top of this Notice.

(2) Exclude Yourself. You may exclude yourself from the Settlement Classes by mailing a written notice to the Settlement Administrator, postmarked by [xxxxx](#), that includes a signed and dated statement saying that you want to be excluded from the Classes. If you exclude yourself, you will not receive a settlement payment, but you will keep any legal rights you may have against Credco.

(3) Object. If you do not exclude yourself, you have the right to appear (or to hire a lawyer to appear for you) before the Court and object to the Settlement. If you wish to object, you must send a written, signed objection to the Settlement Administrator (and file it with the Court) no later than [xxxxx](#).

Specific instructions on how to object to or exclude yourself from the settlement are available at [www.xxxxx.com](#).

Who Represents Me?

The Court has appointed lawyers from Berger Montague PC to serve as Class Counsel. As part of the settlement process, these lawyers will ask the Court to authorize them to make certain payments from the Settlement Fund, including: (1) settlement-administration expenses; (2) legal fees, which will not exceed 25% of the total Settlement Fund; (3) out-of-pocket costs; and (4) a service award for Mr. Fernandez, which will not exceed \$20,000.

When Will the Court Consider the Settlement?

The Court will hold a final approval hearing on **DATE, at TIME**. At that hearing, the Court will: (1) hear any objections about the fairness of the settlement; (2) decide whether to approve the requested attorneys' fees and costs, as well as Mr. Fernandez's service award; and (4) decide whether the Settlement should be approved.

For more information, please visit the Settlement Website, LINK, email INSERT, or call XXX-XXX-XXXX.

Exhibit C

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

MARCO A. FERNANDEZ,
Plaintiff,

v.

CORELOGIC CREDCO, LLC
Defendant.

Case No. 3:20-cv-01262-JM-SBC
FINAL APPROVAL ORDER

1 This matter, having come before the Court on Plaintiff’s Motion for Final
2 Approval of the proposed class action settlement with Defendant, CoreLogic Credco,
3 LLC (“Defendant”); the Court having considered all papers filed and arguments made
4 with respect to the proposed settlement of the claim asserted under the Fair Credit
5 Reporting Act (“FCRA”), the California Consumer Reporting Agencies Act
6 (“CCRAA”), and the California Unfair Competition Law (“UCL”) by three proposed
7 classes of consumers (collectively, the “Settlement Classes”), and the Court, being
8 fully advised, finds that:

9 1. On [REDACTED], 2024 the Court held a Final Approval Hearing, at
10 which time the Parties were afforded the opportunity to be heard in support of or in
11 opposition to the settlement. The Court received [REDACTED] objections regarding the
12 settlement.

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

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

22 4. The terms of the Settlement Agreement, including the terms of
23 injunctive relief agreed to in Section 4.3.2 and Exhibit D, are incorporated fully into
24 this Order by reference.

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

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

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

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

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

14 IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

15 10. This action is a class action against Defendant on behalf of three classes
16 of consumers defined as follows (collectively, the “Settlement Classes”):

17 **Inaccurate Reporting Class:**

18 All individuals who were the subject of an OFAC Report that Defendant
19 disseminated to a third party from June 3, 2013 through August 28,
20 2023, where the OFAC Report reported at least one hit, match, possible
21 match, or “record for review.” An OFAC Report is a report disseminated
22 by Defendant that included any one of only the following products sold
23 by Defendant: ProScan OFAC, Bureau OFAC (meaning OFAC
24 reporting involving any of Equifax, Experian or TransUnion), LoanSafe
25 Fraud Manager, LoanSafe Risk Manager OFAC, and ProScan ID Index
26 OFAC.

25 **Failure to Disclose Class:**

26 All individuals (i) who were the subject of an OFAC Report that
27 Defendant disseminated to a third party from June 3, 2015 through
28 August 28, 2023, where the OFAC Report reported at least one hit,
match, possible match, or “record for review”; and (ii) who made a

1 request to Defendant for their consumer file or report after such OFAC
2 Report had been disseminated.

3 **Failure to Identify Class:**

4 All individuals who, from June 3, 2015 to June 30, 2021, made a request
5 to Defendant and to whom Defendant provided a consumer file
6 disclosure.

7 The Settlement Classes do not include counsel of record (and their
8 respective law firms) for any of the Parties, employees of Defendant,
9 and employees of the Federal judiciary.

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

17 12. As agreed by the Parties in the Settlement Agreement, upon the
18 Effective Date, the Released Parties shall be released and discharged in accordance
19 with the Settlement Agreement.

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

24 14. Upon consideration of Class Counsel's application for fees and costs
25 and other expenses, the Court awards \$ [REDACTED] as reasonable attorneys'
26 fees and reimbursement for reasonable out-of-pocket expenses, which shall be paid
27 from the Settlement Fund.

28 15. Upon consideration of the application for approval of a service award,

1 Plaintiff Marco A. Fernandez is awarded the sum of \$ [REDACTED], to be paid from the
2 Settlement Fund, for the service he has performed for and on behalf of the Settlement
3 Classes.

4 16. The Court authorizes Class Counsel and defense counsel to authorize
5 payment to the Settlement Administrator from the Settlement Fund as set forth in the
6 Settlement Agreement.

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

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

19 19. Without affecting the finality of this judgment, the Court hereby
20 reserves and retains jurisdiction over this settlement, including the administration and
21 consummation of the settlement. In addition, without affecting the finality of this
22 judgment, the Court retains exclusive jurisdiction over Defendant and each member
23 of the Settlement Classes for any suit, action, proceeding, or dispute arising out of or
24 relating to this Order, the Settlement Agreement, or the applicability of the Settlement
25 Agreement. Without limiting the generality of the foregoing, any dispute concerning
26 the Settlement Agreement, including, but not limited to, any suit, action, arbitration,
27 or other proceeding by a Settlement Class Member in which the provisions of the
28 Settlement Agreement are asserted as a defense in whole or in part to any claim or

1 cause of action or otherwise raised as an objection, shall constitute a suit, action, or
2 proceeding arising out of or relating to this Order. Solely for purposes of such suit,
3 action, or proceeding, to the fullest extent possible under applicable law, the Parties
4 hereto and all Settlement Class Members are hereby deemed to have irrevocably
5 waived and agreed not to assert, by way of motion, as a defense or otherwise, any
6 claim or objection that they are not subject to the jurisdiction of this Court, or that this
7 Court is, in any way, an improper venue or an inconvenient forum.

8 20. This action is hereby dismissed on the merits, in its entirety, with
9 prejudice and without costs.

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

13 22. The persons listed on **Exhibit 1** hereto have validly excluded themselves
14 from the Settlement Classes in accordance with the provisions of the Settlement
15 Agreement and Preliminary Approval Order and are thus excluded from the terms of
16 this Order. Further, because the settlement is being reached as a compromise to
17 resolve this litigation, including before a final determination of the merits of any issue
18 in this case, none of the individuals reflected on **Exhibit 1** may invoke the doctrines
19 of *res judicata*, collateral estoppel, or any state law equivalents to those doctrines in
20 connection with any further litigation against Defendant in connection with the claims
21 settled by the Settlement Classes.

22 **IT IS SO ORDERED.**

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24 Dated: _____

25 Hon. Jeffrey T. Miller
26 U.S. District Judge
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Exhibit D

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

MARCO A. FERNANDEZ,

Plaintiff,

v.

CORELOGIC CREDCO, LLC

Defendant.

Case No. 3:20-cv-01262-JM-SBC

**CONSENT INJUNCTIVE RELIEF
ORDER**

1 Defendant CoreLogic Credco, LLC (“Defendant”) and Plaintiff Marco A.
2 Fernandez entered into a Settlement Agreement. The Settlement Agreement has been
3 filed with the Court (ECF. No. [REDACTED]) and the definitions and terms set forth in the
4 Settlement Agreement are incorporated herein by reference. Pursuant to the
5 Settlement Agreement, Defendant, without admitting any of the allegations in
6 Plaintiff’s First Amended Class Action Complaint (ECF No. 14), consents to the entry
7 of this Order:

8 1. By no later than the Effective Date of the Settlement Agreement and
9 continuing for four years after the Effective Date (the “Injunctive Relief Period”), and
10 to the extent Defendant continues to disseminate ProScan OFAC reports, Defendant
11 shall maintain procedures meant to ensure that its ProScan OFAC reports do not state
12 “possible match” in circumstances where the only matching data element between
13 consumers and countries or vessels is the consumer’s name. Defendant satisfies this
14 provision by checking the Bridger “Ignore matches against vessels” option and
15 unchecking the Bridger “Scan name fields for country names” option.

16 2. By no later than nine months after the Effective Date and continuing for
17 the remainder of the Injunctive Relief Period, and to the extent Defendant continues
18 to disseminate ProScan OFAC reports, Defendant shall remove the “Search Criteria”
19 field from its ProScan OFAC reports.

20 3. For the Injunctive Relief Period, and to the extent Defendant continues
21 to disseminate ProScan OFAC reports, Defendant shall maintain procedures meant to
22 ensure that no ProScan OFAC reports state “possible match” in circumstances where
23 the only matching data element is the name. Defendant satisfies this provision by
24 allowing a match where the “date of birth” or “DOB” field matches only on year of
25 birth.

26 4. If, during the Injunctive Relief Period, Defendant believes that changes
27 have occurred in federal, state, or local law, through other applicable regulations or
28 administrative actions, or related to Defendant’s business requirements or

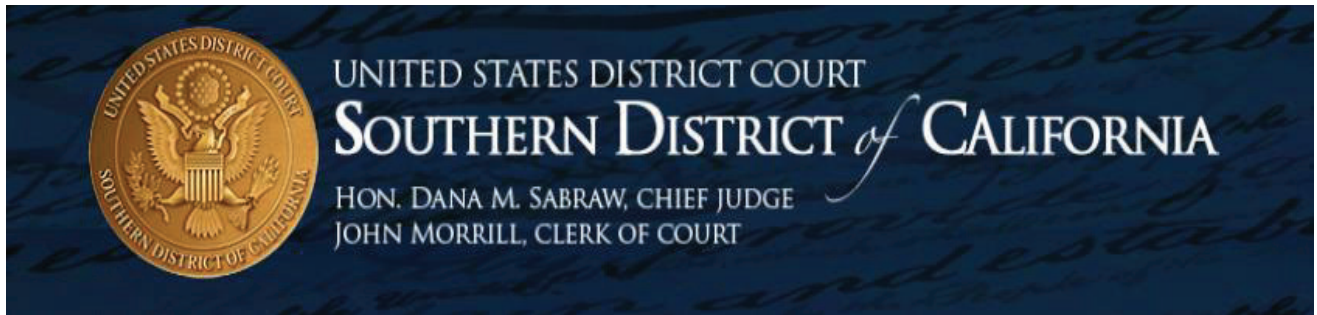
1 relationships with its customers or data providers, that alter Defendant’s needs or
2 obligations with respect to disclosures or OFAC reporting (the “Changes”), Defendant
3 is permitted to modify the procedures discussed above in the manner it deems
4 necessary comply with the Changes (“Practice Modifications”). At the time of
5 implementing any Practice Modification, Defendant must provide notice of such
6 modification to Class Counsel. If Class Counsel, acting in good faith, disagrees that
7 the Practice Modification is necessary for Defendant to comply with the Changes,
8 they shall provide Defendant with written notice of any objections to the Practice
9 Modification, and the reasons for the same, within fifteen (15) days of Defendant’s
10 communication notifying Plaintiff’s Counsel of the Practice Modification. Thereafter,
11 if Defendant and Class Counsel cannot reach agreement on the Practice Modification,
12 Plaintiff may petition the Court for review of the Practice Modification. Defendant
13 may continue implementing its Practice Modification while the Parties await a ruling
14 from the Court.

15 **IT IS SO ORDERED.**

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17 Dated: _____

18 Hon. Jeffrey T. Miller
19 U.S. District Judge
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Exhibit E



Class Action Settlement Notice

Authorized by the U.S. District Court for the Southern District of California

This Notice explains the Settlement, the Settlement Classes, and your legal rights and options.

Please read its contents carefully.

This Notice provides information about a class-action settlement.

WHAT IS THIS CASE ABOUT?

Plaintiff Marco Fernandez (“Plaintiff”) filed a class action lawsuit. That is a lawsuit seeking to recover on behalf of a group of people, called a “class.”

Plaintiff claims that Corelogic Credco (“Credco”) inaccurately informed its customers that Plaintiff and other class members were possible matches to an entity on the Office of Foreign Asset Control’s List of Specially Designated Nationals (the “OFAC List”). The OFAC List, which is maintained by the U.S. Department of the Treasury, is a list of people, groups, and companies that U.S. businesses are not allowed to do business with, such as terrorists and narcotics traffickers.

Plaintiff also claims that, when he and other class members asked Credco for certain information, Credco (1) failed to disclose that it had reported him as a possible match to a person on the OFAC List, and (2) failed to identify the companies that had requested reports about him.

Credco denies any and all allegations or assertions of wrongdoing in this lawsuit, and denies any and all allegations or assertions that it is liable to Mr. Fernandez or to any member of the Classes. Credco has, however, agreed to settle the lawsuit so that it may, among other things, avoid additional litigation burdens and expenses.

WHAT'S THE STATUS OF THE CASE?

Mr. Fernandez and Credco (together, the “Parties”) have reached a proposed settlement in the lawsuit. The settlement has not yet been approved by the Court.

The Court has not made any finding that Credco has engaged in any wrongdoing or misconduct of any kind, or is liable in any way, including regarding Mr. Fernandez’s alleged violations of the FCRA. The Court also has not made any determination that this lawsuit should proceed as a class action, as opposed to an individual claim brought by Mr. Fernandez. This Notice should not be interpreted as an expression of the Court’s opinion on the merits of the lawsuit. If the Parties had not reached a settlement, Credco would have continued to vigorously defend the lawsuit and moved for judgment in its favor, and it also would have opposed any attempt to have this case certified as a class action.

This Notice explains your options if you are a Member of any of the Classes. Whether or not you act, your legal rights will be affected by the proposed settlement.

WHO IS INCLUDED IN THE SETTLEMENT?

There are three groups, or “Classes,” of people who are included in the settlement. A description of each group is below. If you received an email or mail notice of the settlement, that notice should state the Class (or Classes) that you are a Member of, according to Credco’s records.

Inaccurate Reporting Class: You are in this Class if, between June 3, 2013 and August 28, 2023, Credco reported to a third party (such as a bank, auto dealership, or other lender) that you were a possible match to a person, entity, or vessel on the OFAC List, or otherwise identified records for further review.

If you are a Member of the Inaccurate Reporting Class, that does **NOT** mean that you are actually listed on the OFAC List. Instead, it simply means that Credco issued a report to a third party about you, and that that report identified you as having similar information (such as a similar name) to a person, entity, or vessel that is listed on the OFAC List.

Failure to Disclose Class: You are in this Class if (1) between June 3, 2013 and August 28, 2023, Credco reported to a third party (such as a bank, auto dealership, or other lender) that you were a possible match to a person, entity, or vessel on the OFAC List, or otherwise identified records for further review; **and** (2) you asked Credco for your consumer file or report after Credco made the report described above.

Failure to Identify Class: You are in this Class if, from June 3, 2015 to June 30, 2021, you asked Credco for your consumer file and Credco provided you with a consumer file disclosure.

If you are unsure whether you are a Member of any of the Settlement Classes, you may contact the Settlement Administrator by emailing **INSERT EMAIL** or calling **XXX-XXX-XXXX**.

YOUR LEGAL RIGHTS & OPTIONS

<p>STAY IN THE CLASS(ES) AND RECEIVE PAYMENT</p>	<p>If you are a Member of any of the Classes and you do nothing, then you will be bound by the Court’s decisions regarding the settlement. You will not be able to pursue any potential claims against Credco that have been released as part of the settlement. You may review the full release, which is available on the Settlement Website, as part of the settlement agreement.</p> <p>If you are unsure whether you are a Member of any of the Settlement Classes, please (1) consult the mailed or emailed notice you received (which lists the Class(es) that you are in), or (2) contact the Settlement Administrator by emailing INSERT EMAIL or calling XXX-XXX-XXXX.</p>
	<p>All Class Members who do not opt-out will receive payments as set forth below.</p> <p><i>However, if you did not receive a notice about this settlement in the mail, you will be required to submit information to the Settlement Administrator in order to be paid. If you do not receive a Mail Notice, you must complete a Claim Form in order to receive your payment.</i></p> <p>Payments will be as follows:</p> <p><i>Inaccurate Disclosure Class:</i> Initial estimated payment of \$47. If you cash this initial check, it will potentially be followed by a second payment. The amount of the second payment will depend on the number of checks initially cashed, but is estimated to be approximately \$47.</p> <p><i>Failure to Identify Class:</i> \$500.</p> <p><i>Failure to Disclose Class:</i> \$1,000</p> <p>If you are a member of multiple classes, you will receive a payment for each class you are in.</p> <p>Please visit INSERT LINK to (1) ensure that your address is up to date or (2) indicate if you would like to receive an electronic payment instead of a check.</p>
<p>EXCLUDE YOURSELF FROM THE SETTLEMENT</p>	<p>You can opt-out of the settlement if you want to maintain any legal rights you may have against Credco. If you opt-out, you will not be eligible to receive any settlement payment.</p> <p>To opt-out from the settlement, you must send a written request to the Settlement Administrator. This request must (1) stating that you wish to be excluded from the Settlement, and (2) include the information discussed in more detail in this Notice. The deadline to opt-out is [date].</p>

OBJECT TO THE SETTLEMENT	You have the right to write to the Court to object to the settlement if you believe it is unfair. If you choose to object, you will remain a part of any Class of which you are a Member, and you will be bound by the Court's decisions regarding the settlement. The deadline to object is [date].
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Read on to understand the specifics of the settlement and what each choice would mean for you. The Court still must decide whether to grant final approval of the settlement. Payments will be made if the Court approves the settlement and after any appeals are fully resolved.

WHAT ARE THE MOST IMPORTANT DATES?

The Court has scheduled a final approval hearing for **DATE**.

The hearing may be conducted by telephone; if it is, the Settlement Website will say so. Your deadline to opt-out of the settlement, or object to the settlement, is [date].

If you are a class member, and you have not received a Notice in the mail, you must complete a Claim Form by DATE.

LEARNING MORE ABOUT THE LAWSUIT & SETTLEMENT

What Is The OFAC List?

The OFAC List, which is maintained by the U.S. Department of the Treasury, is a list of people, groups, and companies that U.S. businesses are not allowed to do business with, such as terrorists and narcotics traffickers.

Being a member of the Inaccurate Reporting does *NOT* mean that you are actually listed on the OFAC List. Instead, it simply means that Credco sold a report to a third party about you, and that that report identified you as having similar information (such as a similar name) to an person, entity, or vessel that is listed on the OFAC List.

If you have questions about what was reported about you, or about how to look at the OFAC List, you may contact the Settlement Administrator by emailing **INSERT EMAIL** or calling **XXX-XXX-XXXX**.

What Does The Settlement Include?

If the Court approves the settlement, a \$58,500,000 Settlement Fund will be set up to cover: (1) cash payments to Class Members, (2) attorneys' fees, (3) costs, (4) settlement administration, and (5) any service award for Mr. Fernandez that the Court may later approve. Payments to Class Members are tied to class membership. Credco has also agreed to make changes to its process for how it reports OFAC information.

If the Court approves the settlement in full, each Member of the Failure to Disclose Class will automatically receive \$1,000, and each Member of the Failure to Identify Class will automatically receive \$500. Members of the Inaccurate Reporting Class will receive an initial payment that is estimated to be approximately \$47. There is likely to be a second payment. The amount of that

payment will vary depending on how many initial payment checks are cashed, but it is estimated to also be approximately \$47.

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

The Court has approved lawyers to represent the Settlement Class (“Class Counsel”). The attorneys who have been appointed by the Court to represent the Settlement Class are a team of lawyers from Berger Montague PC: E. Michelle Drake, John Albanese, Ariana Kiener, Sophia Rios, Zachary M. Vaughan, and David Langer. You may reach Class Counsel at the following address/phone number:

Berger Montague PC
1229 Tyler Street NE, Suite 205
Minneapolis, MN 55413
612-594-5999
XXX@bm.net

Class Counsel will ask the Court to approve attorneys’ fees in the amount of 25% of the Settlement Fund (\$14,625,000), plus reimbursement of their out-of-pocket expenses.

Class Counsel may also seek a service award for Mr. Fernandez, in an amount not to exceed \$20,000, for his services in representing the Settlement Classes.

If the Court approves them, these attorneys’ fees, costs, service award, and settlement administration expenses will be paid from the Settlement Fund.

DECIDING WHAT TO DO

What Are My Options?

You have three options. You can (1) remain in the settlement; (2) exclude yourself from the settlement (i.e., “opt out”); or (3) remain in the settlement and object to the settlement.

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

What Are the Consequences of Remaining in the Settlement?

You do not have to take any action to remain in the settlement. But, as explained above, **if you do not receive notice in the mail, you must submit a [Claim Form](#) to receive your payment.**

If you remain in the settlement, you will not be able to pursue claims against Credco that are covered by the settlement’s releases. All the of Court’s decisions regarding the settlement will apply to you, and you will be bound by any judgment that the Court enters.

If the Court grants final approval of the settlement:

Each member of the **Failure to Identify Class** will receive \$500.

Each member of the **Failure to Disclose Class** will receive \$1,000.

Each member of the **Inaccurate Reporting Class** will receive a first payment of approximately \$47. Depending on the number of initial checks that are not cashed,

members of the Inaccurate Reporting Class may receive a second payment. Plaintiff estimates that the second payment will also be approximately \$47, for a **total estimated payment of \$94**.

What Are the Consequences of Opting-Out of the Settlement?

If you exclude yourself from the settlement, you will not receive any money from the settlement. You will not be bound by any of the Court's orders regarding the settlement by or any judgment or release that the Court enters regarding the settlement. You will retain any legal rights you may have against Credco.

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

How do I Opt-Out?

If you wish to be excluded from the settlement (to "opt out"), you must mail a written request for exclusion to the Settlement Administrator at [address]. Your request for exclusion must be in writing, signed by you, and postmarked on or before [date]. The request must state: "I request to be excluded from the Settlement in *CoreLogic Credco, LLC*, No. 3:20-cv-01262-JM-SBC, United States District Court for the Southern District of California."

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

What Happens if I Object to the Settlement?

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

How Do I Object to the Settlement?

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

To object, you must submit your objection to the Settlement Administrator at [address], and you must also file the objection in writing with the Clerk of Court at the United States District Court for the Southern District of California, 333 West Broadway, Suite 420, San Diego, CA 92101. Your objection must include a written explanation of the reasons why you think that the Court should not approve the settlement. Be sure to sign the objection and include your name, your address, and the reasons for your objection (including any documentation), and note that the objection is in connection with the case titled "*Fernandez v. CoreLogic Credco*."

If you decide to object to the settlement, your objection must be mailed to the Settlement Administrator with a postmark on or before [date]. If you are represented by an attorney in connection with your objection, you must include that attorney's information with your objection.

ADDITIONAL INFORMATION

How Do I Know if I Am Required to Make a Claim?

Money from the Settlement Fund will be paid to Class Members who receive mail notice automatically. However, if you are a Settlement Class Member and you do not receive notice in the mail, you must complete a [Claim Form](#) in order to receive a payment. If you do not appear on the Class Notice List, you will be required to submit proof that you are a Settlement Class member in order to be paid.

If you are unsure whether you have to make a claim, or if you have questions about the [Claim Form](#), contact the Settlement Administrator by emailing [INSERT EMAIL](#) or calling [XXX-XXX-XXXX](#).

I Did Not Receive Notice in the Mail. How can I Get Paid?

If you did not receive notice in the mail you must submit a Claim Form in order to receive a payment. If you do not appear on the Class List, you will need to submit proof that you are a Settlement Class Member in order to be paid.

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

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

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

Where Can I Get Additional Information?

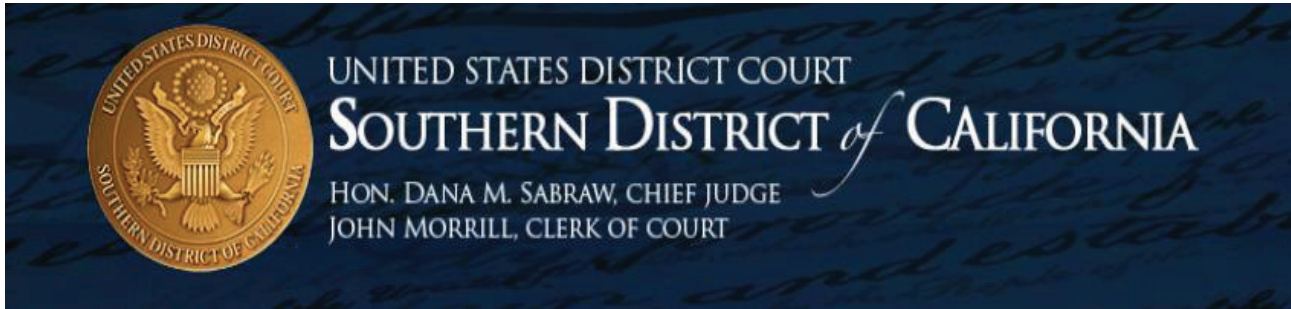
Review the additional documents available on this Website, including the current version of the Complaint and the full Settlement Agreement. You may also contact the Settlement Administrator by emailing [INSERT EMAIL](#) or calling [XXX-XXX-XXXX](#).

Exhibit F

Name: <<Name>>

Notice ID: <<Notice ID>>

Confirmation Code: <<Confirmation Code>>



Marco A. Fernandez v. CoreLogic Credco, LLC Case No. 3:20-cv-01262-JM-SBC

A FEDERAL COURT AUTHORIZED THIS NOTICE

You have been identified as a class member in a class action lawsuit.

You are eligible to receive a payment from a Settlement the parties are asking the court to approve.

Your rights and options are explained in this Notice. Please read this Notice carefully.

You are not being sued.

What Is This Case About?

Plaintiff Marco Fernandez (“Plaintiff”) filed a class action lawsuit. That is a lawsuit seeking to recover on behalf of a group of people, called a “class.” You are receiving this notice because You have been identified as a member of the “class.”

Plaintiff claims that Corelogic Credco (“Credco”) inaccurately informed its customers that he and other class members were possible matches to an entity on the Office of Foreign Asset Control’s List of Specially Designated Nationals (the “OFAC List”). The OFAC List, which is maintained by the U.S. Department of the Treasury, is a list of people, groups, and companies that U.S. businesses are not allowed to do business with, such as terrorists and narcotics traffickers.

Plaintiff also claims that, when he and other class members asked Credco for certain information, Credco (1) failed to disclose that it had reported him as a possible match to a person on the OFAC List, and (2) failed to identify the companies that had requested reports about him.

Credco denies any and all allegations or assertions of wrongdoing in this lawsuit, and denies any and all allegations or assertions that it is liable to Mr. Fernandez or to any member of the Classes.

FOR MORE INFORMATION, PLEASE VISIT [INSERT WEBSITE](#), CALL [XXX-XXX-XXXX](#) OR EMAIL [INSERT ADDRESS](#).

The Court has not made any finding that Credco has engaged in any wrongdoing or misconduct of any kind, or is liable in any way, including regarding Mr. Fernandez’s alleged violations of the FCRA. Credco has, however, agreed to settle the lawsuit so that it may, among other things, avoid additional litigation burdens and expenses.

Mr. Fernandez and Credco (together, the “Parties”) have reached a proposed settlement in the lawsuit. The settlement has not yet been approved by the Court.

Am I Included in the Settlement?

Yes. Defendant’s records indicate you are a member of the Settlement Class.

Which Group Am I In and Who Else Is Included?

There are three groups (“Classes”) of people who are included in the settlement. According to Credco’s records, you are a Member of the Classes listed below that have an “X” next to their descriptions:

_____ **Inaccurate Reporting Class:** You are in this Class if, between June 3, 2013 and August 28, 2023, Credco reported to a third party (such as a bank, auto dealership, or other lender) that you were a possible match to a person, entity, or vessel on the OFAC List, or otherwise identified records for further review. The fact that you are a Member of this Class does **NOT** mean that you are actually listed on the OFAC List. Instead, it simply means that Credco issued a report to a third party about you, and that that report identified you as having similar information (such as a similar name) to a person, entity, or vessel that is listed on the OFAC List.

_____ **Failure to Disclose Class:** You are in this Class if (1) between June 3, 2013 and August 28, 2023, Credco reported to a third party (such as a bank, auto dealership, or other lender) that you were a possible match to a person, entity, or vessel on the OFAC List, or otherwise identified records for further review; **and** (2) you asked Credco for your consumer file or report after Credco made the report described above.

_____ **Failure to Identify Class:** You are in this Class if, from June 3, 2015 to June 30, 2021, you asked Credco for your consumer file and Credco provided you with a consumer file disclosure.

If you would like more information about why you are a Class Member or what was reported about you, you may contact the Settlement Administrator at **XXX-XXX-XXXX or XXX@XXX.com**

Being a Member of the Inaccurate Reporting Class does **NOT** mean that you are actually listed on the OFAC List. Instead, it simply means that Credco sold a report to a third party about you, and that that report identified you as having similar information (such as a similar name) to a person, entity, or vessel that is listed on the OFAC List.

FOR MORE INFORMATION, PLEASE VISIT **INSERT WEBSITE, CALL **XXX-XXX-XXXX** OR EMAIL **INSERT ADDRESS**.**

What is the Settlement?

The settlement establishes a \$58,500,000 Settlement Fund, which will cover: (1) cash payments to Class Members, (2) attorneys' fees, (3) costs, (4) settlement administration, and (5) any service award for Mr. Fernandez that the Court may later approve. Payments to Class Members are tied to class membership. If you are a Member of all three Classes, you will be entitled to the payments associated with *each* Class.

How Much Money Will I Receive?

Each member of the **Failure to Identify Class** will receive \$500.

Each member of the **Failure to Disclose Class** will receive \$1,000.

Each member of the **Inaccurate Reporting Class** will receive a first payment of an estimated \$47. Depending on the number of initial checks that are not cashed, members of the Inaccurate Reporting Class may receive a second payment. Plaintiff estimates that the second payment will also be approximately \$47, for a **total estimated payment of \$94**.

How Will I Be Paid?

Unless you elect otherwise, your payment will be made as a check mailed to the address listed at the top of this notice.

If you wish to receive payment in another form, you may complete the enclosed Payment Election Form.

If you move, you must inform the Settlement Administrator of your new address. You may do so by visiting the **Settlement Website, LINK, emailing INSERT, or calling XXX-XXX-XXXX**.

What Are My Options?

(1) Do Nothing.

You will receive a payment. Additionally, if you do nothing in response to this Notice, you will lose any legal rights you may have against Credco related to this lawsuit, and you will lose the right to object to the settlement of this lawsuit. If you do not submit a Payment Election Form, your payment will be sent by check to the address listed at the top of this Notice.

(2) Exclude Yourself. You may exclude yourself from the Settlement Classes by mailing a written notice to the Settlement Administrator, postmarked by **XXXXX**, that includes a signed and dated statement saying that you want to be excluded from the Classes. If you exclude yourself, you will not receive a settlement payment, but you will keep any legal rights you may have against Credco.

FOR MORE INFORMATION, PLEASE VISIT **INSERT WEBSITE, CALL **XXX-XXX-XXXX** OR EMAIL **INSERT ADDRESS**.**

(3) Object. If you do not exclude yourself, you have the right to appear (or to hire a lawyer to appear for you) before the Court and object to the Settlement. If you wish to object, you must send a written, signed objection to the Settlement Administrator (and file it with the Court) no later than **XXXXX**.

Specific instructions on how to object to or exclude yourself from the settlement are available at www.XXXXX.com.

Who Represents Me?

The Court has appointed lawyers from Berger Montague PC to serve as Class Counsel. As part of the settlement process, these lawyers will ask the Court to authorize them to make certain payments from the Settlement Fund, including: (1) settlement-administration expenses; (2) legal fees, which will not exceed 25% of the total Settlement Fund; (3) out-of-pocket costs; and (4) a service award for Mr. Fernandez, which will not to exceed \$20,000.

When Will the Court Consider the Settlement?

The Court will hold a final approval hearing on **DATE, at TIME**. At that hearing, the Court will: (1) hear any objections about the fairness of the settlement; (2) decide whether to approve the requested attorneys' fees and costs, as well as Mr. Fernandez's service award; and (4) decide whether the Settlement should be approved.

For more information, please visit the Settlement Website, LINK, email INSERT, or call XXX-XXX-XXXX.

FOR MORE INFORMATION, PLEASE VISIT INSERT WEBSITE, CALL XXX-XXX-XXXX OR EMAIL INSERT ADDRESS.

Exhibit G

GENERAL RELEASE

This Confidential General Release (the “General Release”) is made and entered into by and between Marco A. Fernandez (“Plaintiff”), on the one hand, and Defendant Corelogic Credco, LLC (“Defendant”), on the other hand. As set forth in this General Release, Plaintiff and Defendant (collectively, the “Parties”) hereby resolve any and all claims and/or disputes Plaintiff have or may have against Defendant.

RECITALS

- A. “Defendant” means CoreLogic Credco, LLC.
- B. “Affiliated Parties” means collectively (i) any other companies or other entities involved in any way in CoreLogic Credco, LLC’s OFAC reporting or informational disclosure practices such as those related to 15 U.S.C. § 1681g, including any business or entities involved in providing data that CoreLogic Credco, LLC used for or included in any of its OFAC reporting; and (ii) each of the aforementioned companies’ and entities’ past, present, and future employees, parents, subsidiaries, affiliate corporations, including but not limited to each such entity’s members, officers, directors, employees, agents, personal representatives, contractors, vendors, resellers, suppliers, insurers, attorneys, and assigns..
- C. On or about October __, 2023, the Parties entered into a “Settlement Agreement” to fully and finally settle, compromise, and release all claims raised, or that could have been raised, by Plaintiff and the Settlement Classes in the First Amended Complaint in the action captioned *Fernandez v. Corelogic Credco, LLC*, No. 3:20-cv-01262-JM-SBC (S.D. Cal.).
- D. On the effective date of the Settlement Agreement, and in exchange for the Settlement Classes’ benefits and for other good and valuable consideration, the receipt and sufficiency of which was acknowledged by Plaintiff and Class Counsel, all Settlement Class Members agreed to release claims against Defendant. (*See* Settlement Agreement ¶ 4.4.2).
- E. As part of the Settlement Agreement, Plaintiff agreed to execute this General Release. (*See id.* ¶ 4.4.1).
- F. Pursuant to paragraph 4.4.1 of the Settlement Agreement, and for the good and valuable consideration as acknowledged by Plaintiff in the Settlement Agreement, including but not limited to a potential service award to Plaintiff (*see id.* ¶ 5.3), the Parties hereby agree to Plaintiff’s separate and general release of claims as set forth below (hereinafter referred to as the “General Release”).

TERMS OF AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, promises, and agreements contained herein, the Parties agree as follows:

1. NONADMISSION OF LIABILITY. This General Release is a compromise and general release of all claims, known or unknown, and does not constitute an admission of liability by Defendant or an admission, directly or by implication, that Defendant has violated any law, rule, or regulation, or any other duty or obligation of any kind, including any duty or obligation owed to or allegedly owed to Plaintiff or any other party. This General Release shall not in any way be construed as an admission that Defendant acted wrongfully with respect to Plaintiff or any other person, but shall be construed strictly as an instrument to avoid litigation. This General Release is not admissible to prove liability for or the validity of any claims that relate, refer, or pertain to the subject matter of this General Release.

2. RELEASE OF CLAIMS.

a. **Release of Claims Against Defendant.** In addition to all claims he releases by virtue of being a member of the Settlement Classes, Plaintiff, on behalf of himself, his business endeavors, offspring, heirs, administrators, representatives, executors, successors, and assigns, hereby irrevocably and unconditionally releases and forever discharges Defendant from all claims of any nature whatsoever that Plaintiff now has or asserts to have, or which Plaintiff at any time heretofore had, or asserted to have, or that Plaintiff may hereafter have, or assert to have, against Defendant through the date upon which the Court grants final approval of the Settlement Agreement (the “Effective Date”). For purposes of this paragraph, the term “claims” includes any claim or cause of action, regardless of the forum in which it may be brought, and includes, but is not limited to, any claim relating to violations of the Fair Credit Reporting Act (“FCRA”), the California Consumer Reporting Agencies Act (“CRAA”), the California Unfair Competition Law (“UCL”), any amendments to the foregoing, or any other claims or causes of action for damages of any nature, including without limitation, actual, compensatory, punitive, and liquidated damages, penalties, and attorneys’ fees, costs, and expenses.

b. **Release of Claims Against Affiliated Parties.** Plaintiff, on behalf of himself, his business endeavors, offspring, heirs, administrators, representatives, executors, successors, and assigns, hereby irrevocably and unconditionally releases and forever discharges all Affiliated Parties from claims that are derivative of CoreLogic Credco, LLC’s conduct that Plaintiff now has or asserts to have, or which Plaintiff at any time heretofore had, or asserted to have, or that Plaintiff may hereafter have, or assert to have, against Affiliated Parties through the Effective Date. For purposes of this paragraph, the term “claims” includes any claim or cause of action, regardless of the forum in which it may be brought, and includes, but is not limited to, any claim relating to violations of the Fair Credit Reporting Act (“FCRA”), the California Consumer Reporting Agencies Act (“CRAA”), the California Unfair Competition Law (“UCL”), any amendments to the foregoing, or any other claims or causes of action for damages of any nature, including without limitation, actual, compensatory, punitive, and liquidated damages, penalties, and attorneys’ fees, costs, and expenses. For purposes of clarity, as to Affiliated Parties (including LexisNexis), the scope of this release is limited to claims related to CoreLogic Credco, LLC’s conduct.

(1) Plaintiff acknowledges that he is expressly waiving any and all claims that may entitle him to participate, either as a named plaintiff or class member, in any other case against Defendant pending as of the Effective Date of this General Release. Plaintiff will not affirmatively make claims in any other case against Defendant pending as of the Effective Date of this General Release.

(2) Plaintiff also waives and releases to the maximum extent allowed by law all monetary and other relief that may be sought on his behalf by other persons or agencies. The sole exclusions from this General Release shall be the consideration provided in exchange for this General Release, any claim that cannot be waived by private agreement under federal, state, or local law, and any claims that may arise after the Effective Date of this General Release.

3. RELEASE OF UNKNOWN CLAIMS. Plaintiff expressly waives all other individual and/or collective rights as to Defendant only, if any, whether or not set forth in this General Release, notwithstanding section 1542 of the California Civil Code and its counterpart under the laws of any other jurisdiction, which section Plaintiff has read and which section Plaintiff fully understands. Section 1542 provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

This waiver is not a mere recital, but is a knowing waiver of rights and benefits. This is a bargained-for provision of this General Release and is further consideration for the covenants and conditions contained herein.

4. It is expressly understood and agreed by the Parties that this General Release is in full accord, satisfaction, and discharge of disputed claims and that this General Agreement has been executed with the express intention of effectuating the legal consequences provided for in section 1541 of the California Civil Code and its counterpart under the laws of any other jurisdiction, i.e., the extinguishment of all obligations, known or unknown. The Parties have read section 1541 and it is fully understood by them. Section 1541 provides as follows:

An obligation is extinguished by a release therefrom given to the debtor by the creditor, upon a new consideration, or in writing, with or without new consideration.

This agreement is not a mere recital, but is a bargained-for provision of this General Release and is further consideration for the covenants and conditions contained herein.

5. NO PUBLIC DISPARAGEMENT. Plaintiff and Defendant agree not to make any disparaging statements about one another on social media, public-facing website

pages, or to the media (i.e., newspapers, radio, television) with respect to the claims in this case and any other claims released by this General Release.

6. DISPUTES.

a. It is further expressly understood and agreed by the Parties that if, at any time, a violation of any term of this General Release is asserted by any Party, said Party shall have the right to seek specific performance of said term and/or any other necessary and proper relief, including, but not limited to, damages.

b. Plaintiff acknowledges that this General Release shall be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law principles.

7. SUCCESSORS. It is further expressly understood and agreed by the Parties that this General Release shall be binding upon and will inure to the benefit of Plaintiff's individual and/or collective heirs, successors, agents, executors, and administrators if any. It is further expressly understood that, with respect only to claims that are derivative of CoreLogic Credco, LLC's conduct that Plaintiff now has or asserts to have, or which Plaintiff at any time heretofore had, or asserted to have, or that Plaintiff may hereafter have, or assert to have, through the Effective Date, will inure to the benefit of the individual and/or collective successors, assigns, fiduciaries, and insurers of Defendant and Defendant's present and former affiliated business entities, their successors, assigns, fiduciaries and insurers, and all of their present and former proprietors, partners, shareholders, directors, officers, employees, agents, and all persons acting by, through, or in concert with any of them.

8. ASSIGNMENT. Plaintiff represents and warrants to Defendant that he has not heretofore assigned or transferred, or purported to assign or transfer, in whole or in part, to any person or entity, any claim which is released by this General Release. Plaintiff represents and agrees that he will not assign, transfer, or purport to assign or transfer, any such claims or portions thereof, and warrants and agrees that he will immediately revoke and terminate any purported assignment or transfer of said claims, or portions thereof or interest therein, that may at any time be alleged. Plaintiff will not assign, sell, or otherwise transfer or encumber any of his rights, duties, or obligations under this General Release.

9. CONSTRUCTION. All Parties reviewed and approved the language of this General Release. Accordingly, the language of this General Release shall be construed according to its fair meaning and not strictly for or against any of the Parties. Should any provision of this General Release be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term, or provision shall be deemed not to be a part of this General Release.

10. MODIFICATION. This General Release can be modified only in the form of a writing signed by the Parties hereto. There shall be no oral agreements between the Parties concerning the subject matter of this General Release. The failure of any party to enforce any

provision of this General Release shall not be construed as a waiver of such provision or acquiescence to the modification of such provision.

11. COUNTERPARTS. This General Release may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same General Release. A faxed or electronically transmitted signature shall bear the same force and effect as an original signature.

IN WITNESS WHEREOF, the Parties execute this General Release as of the dates set forth opposite their names.

MARCO A. FERNANDEZ

CORELOGIC CREDCO, LLC

By: _____

By: _____

Dated: _____

Name: _____

Title: _____

Dated: _____

**APPROVED AS TO FORM BY COUNSEL
FOR PLAINTIFF**

By: _____

Dated: _____

Exhibit H

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

MARCO A. FERNANDEZ,
Plaintiff,
v.
CORELOGIC CREDCO, LLC
Defendant.

Case No. 3:20-cv-01262-JM-SBC

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

1 The First Amended Settlement Agreement (“Settlement Agreement”) has been
2 filed with the Court (ECF No. [REDACTED]) and the definitions and terms set forth in the
3 Settlement Agreement are incorporated herein by reference. The Court, having
4 reviewed the Settlement Agreement entered by Plaintiff Marco A. Fernandez
5 (“Plaintiff” or the “Class Representative”) and Defendant Corelogic Credco, LLC
6 (“Defendant”) (collectively, the “Parties”), hereby Orders that:

7 1. The Court has considered the proposed settlement of the claims
8 asserted under the Fair Credit Reporting Act (“FCRA”), the California Consumer
9 Reporting Agencies Act (“CCRAA”), and the California Unfair Competition Law
10 (“UCL”) by three classes of consumers defined as follows (collectively, the
11 “Settlement Classes”):

12 **Inaccurate Reporting Class:**

13 All individuals who were the subject of an OFAC Report that Defendant
14 disseminated to a third party from June 3, 2013 through August 28,
15 2023, where the OFAC Report reported at least one hit, match, possible
16 match, or “record for review.” An OFAC Report is a report disseminated
17 by Defendant that included any one of only the following products sold
18 by Defendant: ProScan OFAC, Bureau OFAC (meaning OFAC
19 reporting involving any of Equifax, Experian or TransUnion), LoanSafe
20 Fraud Manager, LoanSafe Risk Manager OFAC, and ProScan ID Index
21 OFAC.


22 **Failure to Disclose Class:**

23 All individuals (i) who were the subject of an OFAC Report that
24 Defendant disseminated to a third party from June 3, 2015 through
25 August 28, 2023, where the OFAC Report reported at least one hit,
26 match, possible match, or “record for review”; and (ii) who made a
27 request to Defendant for their consumer file or report after such OFAC
28 Report had been disseminated.

Failure to Identify Class:

All individuals who, from June 3, 2015 to June 30, 2021, made a request
to Defendant and to whom Defendant provided a consumer file
disclosure.

1 The Settlement Classes do not include counsel of record (and their
2 respective law firms) for any of the Parties, employees of Defendant,
3 and employees of the Federal judiciary.

4 2. The Settlement Agreement entered between the Parties (ECF No.
5 ) , appears, upon preliminary review, to be fair, reasonable, and adequate to
6 Members of the Settlement Classes (“Settlement Class Members”). Accordingly, for
7 settlement purposes only, the proposed settlement is preliminarily approved, pending
8 a Final Approval Hearing, as provided for herein.

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

- 11 (a) The Inaccurate Reporting Class consists of at least 705,000
12 Settlement Class Members;
- 13 (b) The Failure to Disclose Class consists of at least 3,600 Settlement
14 Class Members;
- 15 (c) The Failure to Identify Class consists of at least 7,400 Settlement
16 Class Members;
- 17 (d) The claims of the Class Representative are typical of those of the
18 other Settlement Class Members;
- 19 (e) There are questions of fact and law that are common to all
20 Settlement Class Members; and
- 21 (f) The Class Representative will fairly and adequately protect the
22 interests of the Settlement Classes and has retained Class Counsel
23 experienced in consumer class action litigation who have and will
24 continue to adequately represent the Settlement Classes.

25 4. For settlement purposes only, the Court finds that this action is
26 preliminarily maintainable as a class action under Fed. R. Civ. P. 23(b)(3) because:
27 (1) a class action is a fair and efficient adjudication of this controversy; and
28

1 (2) questions of fact and law common to Settlement Class Members predominate over
2 any questions affecting only individual members.

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

11 6. The Court appoints Marco A. Fernandez as the Class Representative
12 for each of the Settlement Classes. The Court also appoints E. Michelle Drake, John
13 G. Albanese, Sophia M. Rios, David Langer, Zachary M. Vaughan, Sonjay Singh, and
14 Ariana B. Kiener with Berger Montague, P.C., as counsel for the Settlement Classes
15 (“Class Counsel”).

16 7. The Court appoints Angeion Group as the Settlement Administrator.

17 8. The Court will hold a Final Approval Hearing pursuant to Fed. R. Civ.
18 P. 23(e) on , 2024 at the United States District Court, Southern
19 District of California, at 333 West Broadway, San Diego, CA 92101, at .m. for
20 the following purposes:

- 21 (a) To determine whether the proposed settlement is fair, reasonable,
22 and adequate and should be granted final approval by the Court;
- 23 (b) To determine whether a final judgment should be entered
24 dismissing the claims of the Settlement Classes with prejudice, as
25 required by the Settlement Agreement;
- 26 (c) To consider the application of Class Counsel for an award of
27 attorney’s fees, costs, and expenses, and for a service award to
28 Plaintiff; and

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

3 9. As is provided in Section 4.2.2 of the Settlement Agreement, Class
4 Counsel shall provide the Class Data to the Settlement Administrator, who shall send
5 the agreed upon Notices to the Settlement Class Members in accordance with the
6 notice plan set forth in the Settlement Agreement. The Court also approves the Parties'
7 Notices, Claim Form and Notice Plan, which are attached to the Settlement
8 Agreement. To the extent the Parties or Settlement Administrator determine that
9 ministerial changes to the Notices or Claim Form are necessary before disseminating
10 them to the Settlement Classes, they may make such changes without further
11 application to the Court.

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

17 11. If a Settlement Class Member chooses to opt out of any Settlement
18 Class, such class member is required to submit a Request for Exclusion to the
19 Settlement Administrator, postmarked on or before the date specified in the Notice,
20 which shall be no later than sixty (60) days from the date on which the Settlement
21 Administrator first mails Notice to Settlement Class Members (the "Opt Out &
22 Objections Deadline"). The Request for Exclusion must include the items identified
23 in the Settlement Agreement pertaining to such requests. Each written request for
24 exclusion must be signed by the individual seeking exclusion, submitted by the Class
25 Member, and may only request exclusion for that one individual. No person within
26 the Settlement Class, or any person acting on behalf of or in concert or participation
27 with that person, may submit a Request for Exclusion on behalf of any other person
28 within the Settlement Class. "Mass" or "class" exclusion requests shall not be

1 permitted.

2 A Settlement Class Member who submits a valid Request for Exclusion using
3 the procedure identified above shall be excluded from the relevant Settlement Class
4 for any and all purposes. No later than fourteen (14) days prior to the Final Approval
5 Hearing, the Settlement Administrator shall prepare a declaration listing all of the
6 valid opt-outs received and shall provide the declaration and list to Class Counsel and
7 Defendant's counsel, with Class Counsel then reporting the names appearing on this
8 list to the Court before the Final Approval Hearing.

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

13 13. Any Settlement Class Member who wishes to be heard orally at the
14 Final Approval Hearing, and/or who wishes for any objection to be considered, must
15 file a written notice of Objection with the Clerk of Court by the Opt Out & Objections
16 Deadline, and must concurrently serve the Objection on the Settlement Administrator.

17 As set forth in the Settlement Agreement, the Objection must include the
18 following: (1) the Settlement Class Member's full name, address, and current
19 telephone number; (2) if the individual is represented by counsel, the name and
20 telephone number of counsel, whether counsel intends to submit a request for fees,
21 and all factual and legal support for that request; (3) all objections and the basis for
22 any such objections stated with specificity, including a statement as to whether the
23 objection applies only to the objector, to a specific subset of the class, or to the entire
24 class; (4) the identity of any witnesses the objector may call to testify; (5) a listing of
25 all exhibits the objector intends to introduce into evidence at the Final Approval
26 Hearing, as well as true and correct copies of such exhibits; and (6) a statement of
27 whether the objector intends to appear at the Final Approval Hearing, either with or
28 without counsel.

1 Any Settlement Class Member who fails to timely file and serve a written
2 Objection pursuant to the terms of Settlement Agreement shall not be permitted to
3 object to the approval of the settlement or the Settlement Agreement and shall be
4 foreclosed from seeking any review of the settlement or the terms of the Settlement
5 Agreement by appeal or other means. Any Settlement Class Member who files an
6 Objection is subject to having their deposition taken prior to the Final Approval
7 Hearing. A Settlement Class Member may withdraw an Objection by communicating
8 such withdrawal in writing to Class Counsel.

9 14. All briefs, memoranda, petitions, and affidavits to be filed in support of
10 an individual award to the Class Representative and in support of Class Counsel's
11 application for fees, costs and expenses, shall be filed with the Court no later than
12 fourteen (14) days prior to the Opt Out & Objections Deadline.

13 15. Any other briefs, memoranda, petitions, or affidavits that Class Counsel
14 intends to file in support of final approval shall be filed not later than twenty-eight
15 (28) days before the Final Approval Hearing in accordance with S.D. Cal. Local Rule
16 7.1. Notwithstanding the foregoing, Class Counsel may submit declarations from the
17 Settlement Administrator regarding the notice plan and opt-outs 14 days prior to the
18 Final Approval Hearing.

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

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

IT IS SO ORDERED.

Dated: _____

Hon. Jeffrey T. Miller
U.S. District Judge

Exhibit I

REMINDER NOTICE FOR SETTLEMENT CLASS MEMBERS WHOSE MAIL NOTICE WAS DELIVERED

From: [Settlement Administrator]

To: [Class Member email address]

Subject: Your Class Action Settlement Payment Is Available– Fernandez v. CoreLogic Credco, LLC

Name: <<Name>>

Notice ID: <<Notice ID>>

Confirmation Code: <<Confirmation Code>>

You were previously provided with notice regarding a class action settlement. The settlement has been approved and you are eligible to receive a payment estimated to be between \$XX and \$XX.

Unless you elect a different payment method, your payment will be mailed to you as a paper check at the address where you received your mail notice.

You will receive payment sooner if you elect to receive your payment electronically. You may choose to be paid via PayPal, Venmo, Zelle, or via a virtual prepaid card.

To choose to receive your payment electronically, please visit www.xxxx.com. The deadline to request electronic payment is **INSERT**.

For more information, please visit the Settlement Website, LINK, email INSERT, or call XXX-XXX-XXXX.

[Unsubscribe](#)

REMINDER NOTICE FOR SETTLEMENT CLASS MEMBERS WHOSE MAIL NOTICE WAS UNDELIVERABLE

From: [Settlement Administrator]

To: [Class Member email address]

Subject: Your Class Action Settlement Payment Is Available– Fernandez v. CoreLogic Credco, LLC

Name: <<Name>>

Notice ID: <<Notice ID>>

Confirmation Code: <<Confirmation Code>>

You were previously provided with notice regarding a class action settlement. The settlement has been approved and you are eligible to receive a payment estimated to be between \$XX and \$XX.

As you were previously informed, we have been unable to reach you by mail. In order to receive your payment, you must complete a Claim Form by **DATE**.

You may choose to be paid via PayPal, Venmo, Zelle, a virtual prepaid card or by paper check.

For more information, please visit the Settlement Website, LINK, email INSERT, or call XXX-XXX-XXXX.

[Unsubscribe](#)

Exhibit J

From: [Settlement Administrator]

To: [Class Member email address]

Subject: Fernandez v. CoreLogic Credco, LLC—Information Required for Payment

Name: <<Name>>

Notice ID: <<Notice ID>>

Confirmation Code: <<Confirmation Code>>

You have been identified as a class member in the case of *Fernandez v. Corelogic Credco, LLC* No. 3:20-cv-01262-JM-SBC (S.D. Cal.). The Parties agreed to a settlement, and you are eligible to receive a payment.

We previously emailed you about this Settlement, and informed you that that, if we were unable to reach you by U. S. Mail, you would be required to submit a [Claim Form](#) in order to receive a payment.

This is your notice that, despite our best efforts, we have been unable to reach you by U.S. Mail.

Therefore, you must complete a [Claim Form](#) by **DATE so we can send you your payment.**

As detailed in the previous notice we sent you, your total payment in this case is estimated to be \$**XX**.

For more information about the settlement, visit the Settlement Website, [LINK](#), email **INSERT EMAIL**, or call **XXX-XXX-XXXX**.