

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**IN RE: TransUnion Rental Screening ) No. 1:20-md-02933-JPB**  
**Solutions, Inc. FCRA Litigation ) ALL CASES**  
\_\_\_\_\_ )

**PLAINTIFFS' MOTION FOR FINAL SETTLEMENT APPROVAL**  
**AND MEMORANDUM IN SUPPORT**

Plaintiffs, individually and on behalf of the Settlement Class Members, move for final approval of the class action settlement in this matter. Plaintiffs respectfully request the Court grant final approval and enter the (1) Final Approval Order, and the (2) Consent Injunctive Relief Order.

Defendant TransUnion Rental Screening Solutions, Inc. does not oppose the relief requested in the Motion.

## I. INTRODUCTION

On January 6, 2023, the Court granted preliminary approval of the proposed settlement of this action. (ECF No. 137.) The Court found on a preliminary basis that the terms of the Settlement are “fair, reasonable, and adequate.” (*Id.*) The Settlement provides meaningful injunctive relief which solves the real problems identified by this lawsuit, and will provide noteworthy relief to those seeking housing in the future. In addition, the Settlement provides substantial monetary relief for Class Members. The monetary relief compares favorably to that provided in settlements of similar claims. The response from the Settlement Class Members confirms that the Settlement is fair and should be approved – out of over 52,000 Class Members, only four have validly opted out, none have objected, and as of September 7, 2023, out of the group of Class Members required to return a Claim Form to receive a payment, 1,995 (7.3%) have submitted valid<sup>1</sup> claims. This supports the conclusion that the Settlement is fair, reasonable, and adequate. *See Saccoccio v. JP Morgan Chase Bank, N.A.*, 297 F.R.D. 683, 694 (S.D. Fla. 2014) (“a low number of objections suggests that the settlement is reasonable”); *George v. Acad.*

---

<sup>1</sup> Approximately 2,226 State Criminal Group Class Members returned claim forms, but following review against public records by Class Counsel, and confirmation of determination by Defendant, 193 were determined invalid, and 38 are being offered the opportunity to cure claim forms that were defective. (Declaration of Settlement Administrator (“Admin. Decl.”) ¶¶ 18-22, 25-27.)

*Mortg. Corp. (UT)*, 369 F. Supp. 3d 1356, 1373 (N.D. Ga. 2019).

Accordingly, Plaintiffs,<sup>2</sup> individually and on behalf of the Settlement Class Members, respectfully request that the Court enter an order granting final approval of the Settlement with Defendant TransUnion Rental Screening, Inc. (“Defendant” or “TURSS”) which fully resolves the class claims brought under the Fair Credit Reporting Act (“FCRA”). Defendant does not oppose the relief sought.

## **II. BACKGROUND**

### **A. The Parties Engaged in Litigation, Discovery, and Mediation Before Reaching This Settlement**

The substance and history of this class action was recounted in detail in Plaintiffs’ preliminary approval and fee petition papers and will be only summarized here. (*See* ECF Nos. 133, 142.)

This Settlement follows consolidation of numerous separate actions. Those actions, some of which were subject to motions to dismiss, were brought before the Judicial Panel on Multi-District Litigation by Defendant to consider for consolidation and transfer. *In re TransUnion Rental Screening Sols., Inc. FCRA Litig.*, MDL No. 2933, ECF No. 1. After briefing and argument in front of the JPML, the matters were consolidated and transferred to this Court. Plaintiffs began

---

<sup>2</sup> Unless otherwise defined herein, all capitalized terms have the same meaning as set forth in the Settlement Agreement (“Settlement” or “SA”) (ECF No. 133-2).

discovery and litigation, eventually filing the Consolidated Amended Complaint (“CAC”) on June 21, 2021. The CAC, which spans 113 pages, eight Counts, was the result of substantial effort and coordination between Plaintiffs’ counsel.

Defendant moved to dismiss certain counts and Plaintiffs filed oppositions. (ECF Nos. 93, 94, 10, 105.) This motion practice took place simultaneously with Plaintiffs’ aggressive discovery in this matter. Plaintiffs took multiple depositions of Defendant’s employees – including several focused on technical, data-related topics, and defended Plaintiff Hall’s deposition. (ECF No. 133-1 ¶ 4.) Plaintiffs served requests and negotiated responses resulting in the production of more than 50,000 pages of documents – a figure that, taken alone, vastly understates the volume of discovery in this case, as the bulk of discovery focused on the production of data samples from Defendant’s various databases. (*Id.*) Database discovery was complex, as Defendant’s systems include varying systems and data fields for different products (for example, reports targeted at institutional landlords are stored in a different system than reports targeted at individual landlords), as well as various other data sources (such as the underlying databases that Defendant uses to assemble its reports), which have further differences. (*Id.* ¶ 5.) Plaintiffs negotiated with Defendant for a sample from each system, respecting the burden of production while still ensuring that the production would be robust enough to produce meaningful

results. (*Id.*) After that lengthy process, Plaintiffs then analyzed the data.

Plaintiffs' allegations arise under the FCRA, 15 U.S.C. § 1681e(b), which requires consumer reporting agencies to "follow reasonable procedures to assure maximum possible accuracy." As to Criminal Record reporting, Plaintiffs alleged that TURSS failed to comply with the FCRA by attributing Criminal Records to consumers that did not belong to them. (CAC § I.A.) Plaintiffs alleged that misattribution resulted from TURSS's unreasonable procedures related to insufficiencies in its matching algorithm. (*See, e.g.*, CAC ¶¶ 46-48.) As to Landlord-Tenant Records, Plaintiffs alleged that TURSS failed to report favorable dispositions, such as satisfactions, appeals, vacatures and dismissals, that were entered on the public docket at least 60 days prior to the consumer report. (*Id.* ¶ 270.) Plaintiffs alleged that this failure resulted from TURSS not obtaining complete and up-to-date public records from the source, instead relying on old or incomplete data obtained from its vendor(s) or retrieved through automated processes. (*Id.* § II.B.)

The Settlement is the result of extensive, arms' length negotiations between experienced counsel, and was facilitated by four full-day formal mediation sessions with, and subsequent communications through, third-party neutral Nancy Lesser of PAX ADR. (ECF No. 133-1 ¶ 7.) In addition, settlement negotiations included numerous letters and telephone calls between counsel, as well as countless emails,

both about the data and underlying facts of the case, as well as the terms of any settlement. Settlement efforts began in earnest in mid-2020 with the first mediation session with Ms. Lesser, followed by three more full-day sessions in 2021.

During the pendency of the litigation, including throughout the settlement negotiation process, TURSS produced numerous voluminous data samples to facilitate the parties' discussions regarding class definitions and sizes. (ECF No. 133-1 ¶ 8.) TURSS produced samples of its reporting during the Class Period as well as its matching criteria and a copy of the data in its database regarding the same individuals. This allowed Plaintiffs' counsel to evaluate what TURSS reported regarding a given individual, and what information it had on file regarding them.

To analyze the data and make class determinations, Plaintiffs' counsel retained an expert, sent out written requests to courts, conducted online data reviews, and reviewed responsive records for a total of 73 different jurisdictions covered in TURSS's data. Ultimately, these efforts shaped the injunctive relief in this case (which extends nationwide) and narrowed the jurisdictions for which Plaintiffs settled certain Criminal Record mismatch and Landlord-Tenant claims. In order to further explore the strengths and weaknesses of their claims, Plaintiffs also conducted three full-day mock jury focus groups with expert assistance, each of which tested different aspects of the Plaintiffs' claims. (ECF No. 133-1 ¶ 6.)

Throughout the settlement negotiations in this matter, TURSS's main public records vendor, LexisNexis, was going through its own class action settlement process, which involved practice changes that would have a downstream effect on TURSS's practices. (ECF No. 128.) In the separate settlement, LexisNexis agreed to routinely provide each of the entities to whom it sells Landlord-Tenant Records with a report describing how often it updates its records from each jurisdiction (the "Visit Interval"). *Stewart v. LexisNexis Risk Data Retrieval Servs., LLC*, No. 20-cv-00903, ECF No. 93 (E.D. Va. July 27, 2022). In this Settlement, Defendant has agreed to change its procedures to incorporate the data from that report, and to refrain from reporting results from any jurisdiction in which the reported Visit Interval is more than 60 days. (ECF No. 133-2, Ex. A.) Plaintiffs' agreement with TURSS goes beyond that relief, which did not require LexisNexis's customers to take any specific actions. The relief here addresses TURSS's failure to report subsequent developments in Landlord-Tenant actions and ensures that consumers receive the benefit of resolutions reached with their landlords on their consumer reports.

The parties reached an agreement in principle on the class claims in April 2022 and continued to work diligently to resolve the claims of those named plaintiffs who would settle individually, to refine the details of the injunctive relief, and to identify additional data that TURSS would need to compile to facilitate sending class

notices after approval. (ECF No. 133-1 ¶ 10.) All substantive elements of the class resolution were agreed upon before the parties began negotiating the individual settlements. (*Id.*) The Settlement here resolves this action in its entirety, including all thirteen (13) different class and individual matters in this Court when the CAC was filed. (ECF No. 81.) In addition to providing substantial monetary relief to the Class Members, this Settlement provides real and meaningful practice changes on Defendant's part that will benefit those seeking housing in the future.

### **B. The Parties' Settlement Agreement**

The Rule 23(b)(2) aspect of the Settlement provides substantial injunctive relief that will improve TURSS's practices for matching Criminal Records to consumers and will ensure that TURSS reports the up-to-date status of Landlord-Tenant Records. This will benefit hundreds of thousands of consumers nationwide while *preserving* those consumers' right to bring individual claims for damages.

The Rule 23(b)(2) Settlement Class includes all individuals in the United States about whom TURSS reported a Criminal Record and/or Landlord-Tenant Record to a third party before the Injunctive Relief Termination Date. (SA ¶ 25.) All Named Plaintiffs are members of the Rule 23(b)(2) Settlement Class. (SA § B.IV, Ex. A.) For Criminal Records, TURSS will implement procedures that only allow a Criminal Record to be matched to a consumer if there is a match on name *and* a



match on date of birth, address, or Social Security Number. (*Id.*) For Landlord-Tenant Records, TURSS will re-format its reporting so that records relating to a single legal proceeding between a landlord and tenant are grouped together appropriately. TURSS will also not report Landlord-Tenant Records unless those Records are updated at the source at least every sixty days. (*Id.*) This ensures that dispositions and docket updates will be captured on a regular basis. These important procedural changes directly address Plaintiffs' claims regarding the mismatching of Criminal Records to consumers and TURSS's failure to capture the current status of Landlord-Tenant Records. Combined, these changes mean that erroneous records will be reported less often in the future – a real benefit to future applicants.

In exchange for these benefits, the Rule 23(b)(2) Settlement Class Members will release only their *procedural* right to bring new *class action* claims arising on or before the Injunctive Relief Termination Date that relate to the alleged conduct at issue – TURSS's reporting of out-of-date Landlord-Tenant Records because the reported Records did not include satisfactions, appeals, vacaturs, dismissals, withdrawals, or other favorable dispositions, TURSS's reporting of multiple Landlord-Tenant Record items that pertain to a single proceeding that may inaccurately indicate the existence of more than one such proceeding, or claims related to TURSS's misattribution of a Criminal Record. (SA § B.VI.) Class

Members will retain the right to bring individual claims they have against TURSS that pertain to these issues, including claims for actual damages, punitive damages, statutory damages, and attorneys' fees and costs. (*Id.*)

Members of the Rule 23(b)(3) Settlement Class<sup>3</sup> in turn are eligible to receive payments from an \$11,500,000 Settlement Fund. The Settlement Class's membership consists of five groups of consumers who were identified from TURSS's, and other available, data as likely having had false information reported about them to third parties. (SA ¶ 30.) Specifically, the groups are:

(i) all individuals about whom TURSS reported a Criminal Record to a third party between November 7, 2016 and January 1, 2022 when TURSS had in its possession information about the age of the offender in the record and where such age information indicated that the offender was older than the subject of the report based on the subject of the report's date of birth at the time of the report (the "Age Mismatch Group");

(ii) all individuals about whom TURSS reported a Criminal Record to a third party between May 14, 2019 and January 1, 2022, where at least one of the Criminal Records included in the report were derived from any jurisdiction in California,

---

<sup>3</sup> All Named Plaintiffs continue to support the Settlement in full. However as described in the CAC, while all Class Representatives are members of the Rule 23(b)(2) Class, certain Representatives' reports (or disputes) occurred prior to the time periods applicable to the Rule 23(b)(3) Class. In an abundance of caution, the parties still seek approval of those Representatives (Hector, Aird, McIntyre, Robinson) as representatives of the 23(b)(2) Class but not of the 23(b)(3) Class. This should not impact final approval. Given the overlapping nature of the claims of all members of the Rule 23(b)(3) Class, all of which relate to Plaintiffs' allegations that TURSS's procedures for ensuring the accuracy of information in its reports failed to meet the requirements of § 1681e(b), the remaining Class Representatives are more than sufficient to represent the 23(b)(3) Class.

Florida, Texas, or Utah and did not contain a date of birth, Social Security Number, or street address associated with the criminal record (the “State Criminal Group”);

(iii) all individuals about whom TURSS reported a Landlord-Tenant Record to a third party between May 14, 2019 and January 1, 2022 from any jurisdiction in Virginia or Pennsylvania but where subsequent review of public records by Class Counsel shows that TURSS did not report a satisfaction, appeal, vacatur, dismissal, withdrawal, or other favorable disposition of such record that was recorded in the jurisdiction’s public docket at least sixty (60) days prior to the date of the TURSS report containing such Landlord-Tenant Record (the “State Eviction Group”);

(iv) all individuals from whom TURSS has a record of receiving a dispute between May 14, 2019 and January 1, 2022 related to TURSS’s reporting of a Landlord-Tenant Record that TURSS categorized as “action date dispute,” “case type/outcome dispute,” “judgment amount dispute,” or “other,” and where the resolution was categorized as “data modified,” “data removed,” “data suppressed,” or “no record available,” (the “Eviction Disputes Group”);

(v) all individuals from whom TURSS has a record of receiving a dispute between May 14, 2021 and January 1, 2022 related to TURSS’s reporting of a Criminal Record that TURSS categorized as “record does not match,” and where the resolution was categorized as “data suppressed,” (the “Criminal Disputes Group”).

Defendant produced data to Class Counsel necessary to identify Class Members, from which Class Counsel categorized and classified and ultimately determined the final Class Lists, with the above Group designations. (ECF No. 142-1 ¶ 14.) There ultimately were over 53,000 Settlement Class Members. (ECF No. 142-19 ¶ 15.)

Payments to Rule 23(b)(3) Class Members have been calibrated to reflect the relative seriousness of the consequences of TURSS’s conduct, with Class Members who were subject to misreporting of felonies and sex offenses, or who disputed their Criminal Records, receiving higher payments than those who were subject to

misreporting of misdemeanors, lower-level offenses, or eviction records. (ECF No. 133-1 ¶ 11.) These allocations are appropriate given that the groups with higher shares had either (a) worse crimes misattributed to them, or (b) disputed at the time the report was issued, indicating that the report made it difficult for them to obtain housing or caused other difficulties (SA § C.V).

Group	Settlement Shares	Net per Class Member Amount <sup>4</sup>
Age Mismatch (Felonies and Sex Offenses); State Criminal Record Valid Claimants (Felonies and Sex Offenses); Criminal Disputes	10	\$841.40
Age Mismatch (Misdemeanors, Non-Felonies, Non-Sex Offenses); State Criminal Record Valid Claimants (Misdemeanors, Non-Felonies, Non-Sex Offenses); Eviction Disputes	2	\$168.28
Evictions Group	1	\$84.14

Members of all groups other than the State Criminal Group will receive payments automatically, without having to have returned a Claim Form. Members of the State Criminal Group were required to submit a Claim Form confirming that TURSS falsely attributed a Criminal Record to them. (SA § C.II.D.) Class Counsel reviewed all Claim Forms for validity. This extensive process involved reviewing

---

<sup>4</sup> Assumes that the Court approves the pending requests for attorneys' fees and costs, and settlement administration expenses.

all records provided by the claiming Settlement Class Member, as well as publicly available records relating to the offense included on the Settlement Class Member's report. Based on such review, Class Counsel worked to confirm whether the available public records contain identifiers that indicate the reported record does or does not belong to the claiming Class Member. (Declaration of E. Michelle Drake ("Drake Decl.") ¶¶ 3-5.) In circumstances where the applicable public record could not be located or did not contain sufficient identifiers, claims were deemed valid. (*Id.*) Class Counsel provided a list of State Criminal Group members with determined valid claims, and Age Mismatch Group members with determined valid enhanced payment requests to Defendant on August 29, 2023. (*Id.* ¶ 6.)<sup>5</sup>

Rule 23(b)(3) Class Members will release all claims that were or could have been asserted in the litigation under the FCRA or any state equivalent relating to the accuracy of TURSS's reporting of Criminal Records or Landlord-Tenant Records. (SA § C.VI.) Because the release of claims associated with the Settlement is limited to certain kinds of claims, and because TURSS and TransUnion seek a full release

---

<sup>5</sup> Defendant has the opportunity until September 12, 2023 to then challenge the inclusion of any State Criminal Group Class Member on the list by producing a publicly available record showing that the record reported by TURSS was correctly attributable to that Class Member. Defendant has not provided any such records and, based upon communications between counsel, Plaintiffs understand that Defendant does not intend to do so. (*Id.* ¶ 7.)

of claims from each of the Named Plaintiffs (including for claims not settled in the Settlement, such as disclosure claims pursuant to 15 U.S.C. § 1681g) the Named Plaintiffs have also reached an agreement to provide Defendant a general release of all claims not encompassed in the Settlement. The amount TURSS and TransUnion will pay for these general releases will be determined through an arbitration that shall take place after final approval. (SA § C.VI.D.)

### **C. Class Notice and Reaction**

The Settlement provided for publication notice to the Rule 23(b)(2) Class even though neither Rule 23 nor due process requires *any* notice to a class certified pursuant to Rule 23(b)(2). Fed. R. Civ. P. 23(c)(2)(A); Fed. R. Civ. P. 23 advisory comm. note (2003 Am.) (explaining that “[t]he authority to direct notice to class members in a (b)(1) or (b)(2) class should be exercised with care” because there is no right to request exclusion and because of the potentially “crippl[ing]” cost of providing notice). The parties’ notice plan therefore far exceeded any legal requirement. The Rule 23(b)(2) Class was provided with notice through digital advertisements, the Settlement Website, and a toll-free phone number. (Admin. Decl. ¶¶ 3, 6, 10, 12, 13.) The Administrator purchased digital advertisements on Google Display Network, Facebook, and Instagram, targeting adult renters. These ads directed viewers to the Settlement Website, where the Rule 23(b)(2) Internet

Notice was posted. (*Id.*) The Administrator estimates the (b)(2) notice campaign reached approximately 70% of the potential (b)(2) Class Members. (*Id.* ¶ 13.)

For the Rule 23(b)(3) Class, the Settlement Administrator provided direct notice, through both postal mail *and* email, as well as the Settlement Website, Internet Notice, and toll-free number. (*Id.* ¶¶ 4, 6-9.) The Administrator used publicly available databases to obtain the most up-to-date mailing address and e-mail address for all Rule 23(b)(3) Settlement Class Members. (*Id.*) The Administrator then sent notice via U.S. mail, postage paid, requesting either forwarding service or change service, to each Rule 23(b)(3) Settlement Class Member on the Class List. The Settlement Administrator also sent notice by email to all Rule 23(b)(3) Settlement Class Members for whom an email was located. (ECF No. 142-19 ¶¶ 17-21.) For 45 days following the mailing of the Notice, the Administrator re-mailed Notices to updated addresses received via address change notifications from the U.S. Postal Service. (Admin. Decl. ¶¶ 7-8.) On June 9 the Administrator sent reminders via mail and email to members of the Rule 23(b)(3) Class who were eligible to make claims. (*Id.* ¶¶ 23, 24; ECF No. 142-19 ¶ 41.)

The direct notices sent to Rule 23(b)(3) Class Members indicated what group they fell into based on Defendant's records, and the attendant rights and deadlines by which to exercise them. (SA, Exs. F, H.) The notice to those in the State Criminal

and Age Mismatch Groups included a business reply postcard Claim Form. (*Id.*, Ex. F.) For all groups, there were instructions on how to request the public records TURSS reported on them from the Settlement Administrator. (*Id.*) Claimants had the opportunity to submit documentation in support of their claim if they wished. (*Id.*) Between the mail and email notices, the Administrator estimates the net deliverability rate was 93%. (Admin. Decl. ¶ 14.)

The Settlement Website, which went live prior to any notice campaign go-live, contained general information about the overall settlement structure and enabled visitors to obtain specific information about the relief afforded to both Rule 23(b)(2) and Rule 23(b)(3) Settlement Class Members, and for the Rule 23(b)(3) Class, an interactive section to update contact information, submit a Claim Form, and/or review the records TURSS reported that made them a member of the Settlement Class. (ECF No. 142-19 ¶¶ 6, 8.) The Settlement Website includes copies of all pertinent pleadings in this matter, including the CAC, the Preliminary Approval Motion and Order, the Settlement Agreement, the Motion for Attorneys' Fees and Costs, and a section for frequently asked questions and procedural information regarding the deadline for objections for both Classes, the deadline for opt-outs and Claims for (b)(3) Class Members, the status of the Court-approval process, and the date of the final approval hearing. (*Id.*) After entry by the Court, the



Final Approval Order and Injunctive Relief Order will also be posted. (*Id.*)

The toll-free number established by the Administrator incorporated interactive voice response and provided callers with recorded information about the Settlement in both English and Spanish. (*Id.* ¶ 12.) Class Members could request a return phone call from the Settlement Administrator or a copy of the information about the public record(s) Defendant reported about them that led to their inclusion in the Settlement. (*Id.*)

As of September 1, 2023, there were zero objections and only four opt-outs received. (Admin. Decl. ¶¶ 16, 17.) Additionally, out of the 27,604 State Criminal Group Class Members required to return a Claim Form to be considered for eligibility for payment, 1,995 have submitted valid claims, resulting in a claims rate of approximately 7.3%. (*Id.* ¶¶ 18-22, 27.) Out of the 2,429 Age Mismatch Group Class Members eligible to request an enhanced payment, 76 have done so, with 19 being found to be valid after reviewing against appropriate records. (*Id.*)<sup>6</sup>

The Settlement Administrator also ensured compliance with the notice requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b), providing notice of the proposed Settlement to the appropriate officials. (ECF No.

---

<sup>6</sup> Notably, not all of the individuals who received notice were qualified to receive payment (or for an enhanced payment) so these percentage-based figures likely understate the proportion of eligible individuals who submitted claims.

142-19 ¶ 4.). On June 9, 2023, Plaintiffs filed the Motion for Attorneys' Fees, and Costs (ECF No. 142), which the Administrator promptly posted on the Settlement Website. There have been no objections to the Motion for Fees and Costs.

### **III. ARGUMENT**

#### **A. Sufficient Notice Was Provided to The Classes**

As noted above, Rule 23(b)(2) does not require *any* form of notice to an injunctive relief settlement class. The notice provided here – which was estimated to reach more than 70% of the Rule 23(b)(2) Settlement Class – thus was therefore far more than required. In fact, similar notice plans have even been approved in Rule 23(b)(3) settlements under the far higher “best notice practicable” standard. *See, e.g., Edwards v. Nat’l Milk Producers Fed’n*, 2017 WL 3623734, at \*4 (N.D. Cal. June 26, 2017) (noting that “notice plans estimated to reach a minimum of 70 percent are constitutional and comply with Rule 23” and approving notice plan that reached 75% of settlement class); *McCabe v. Six Continents Hotels, Inc.*, 2015 WL 3990915, at \*11 (N.D. Cal. June 30, 2015) (approving notice program with 70% reach with a frequency of 1.6); *In re Bldg. Materials Corp. of Am. Asphalt Roofing Shingle Prod. Liab. Litig.*, 2014 WL 12621614, at \*6–7 (D.S.C. Oct. 15, 2014) (approving publication notice that would reach 80% of settlement class). The reach of 70% also

satisfies the benchmark set forth by the Federal Judicial Center.<sup>7</sup> The notice given to Rule 23(b) Class Members here thus satisfied both Rule 23 and due process and constitutes reasonable and appropriate notice under the circumstances.

For Rule 23(b)(3) class action settlement notice, to meet the requirements of due process and Rule 23 notice must be “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950); *see also Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811–12 (1985). Here, direct notice was provided to the Rule 23(b)(3) Class by mail, and email where available, and Class Members could obtain more information about the Settlement, the relevant records, as well as submit claims, online. In addition, Class Members received a reminder notice about the applicable claim deadline, and had the opportunity to call a toll-free line for more information about the Settlement. Such a comprehensive notice program should be approved. *George v. Acad. Mortg. Corp. (UT)*, 369 F. Supp. 3d 1356, 1368 (N.D. Ga. 2019); *Lee v. Ocwen Loan Serv., LLC*, 2015 WL 5449813, at \*4 (S.D. Fla. Sept. 14, 2015).

## **B. The Settlement Should be Finally Approved**

---

<sup>7</sup> *See* Managing Class Action Litigation: A Pocket Guide for Judges, Third Edition, at 27, available at <https://www.fjc.gov/sites/default/files/2012/ClassGd3.pdf>.

A court may approve a settlement if the settlement “is fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2). See *Nelson v. Mead Johnson & Johnson Co.*, 484 Fed. App’x. 429, 434 (11th Cir. 2012). It is well-established that there is an overriding public interest in settling and quieting litigation, and this is particularly true in class actions. See *In re Checking Account Overdraft Litig.*, 830 F. Supp. 2d 1330, 1341 (S.D. Fla. 2011) (Rule 23(e) analysis should be “informed by the strong judicial policy favoring settlements as well as the realization that compromise is the essence of settlement”) (quoting *In re Chicken Antitrust Litig. Am. Poultry*, 669 F.2d 228, 238 (5th Cir. 1982)). “The federal courts have long recognized a strong policy and presumption in favor of class settlements.” *George*, 369 F. Supp. 3d at 1367; *In re Checking Account Overdraft*, 830 F. Supp. 2d at 1341 (citing *In re Nissan Motor Corp. Antitrust Litig.*, 552 F.2d 1088, 1105 (5th Cir. 1977)).

In considering whether to approve the Settlement, the Court should consider the factors set forth in Fed. R. Civ. P. 23(e)(2).<sup>8</sup> The Eleventh Circuit has also

---

<sup>8</sup> Per the Rule, Court should consider whether:

- (A) the class representatives and class counsel have adequately represented the class;
- (B) the proposal was negotiated at arm's length;
- (C) the relief provided for the class is adequate, taking into account:
  - (i) the costs, risks, and delay of trial and appeal;
  - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;

articulated the following factors for consideration: (1) the likelihood of success at trial; (2) the range of possible recovery; (3) the range of possible recovery at which a settlement is fair, adequate, and reasonable; (4) the anticipated complexity, length and expense of further litigation; (5) opposition to the settlement; and, (6) the stage of the proceedings at the time of settlement. *See Faught v. American Home Shield Corp.*, 668 F.3d 1233, 1240 (11th Cir. 2011) (citing *In re CP Ships Ltd. Sec. Litig.*, 578 F.3d 1306, 1315 (11th Cir. 2009)). These factors weigh in favor of approval.

### **1. The Relief Provided by The Settlement is Significant**

The Settlement in this case is impressive when considering the range of possible recoveries for the Settlement Classes, the number of procedural and merits-based hurdles between Plaintiffs and a final judgment, the significant uncertainties of a final judgment for Plaintiffs, and Defendant's intent to vigorously defend.

In light of these factors, the proposed settlement amount is impressive. Plaintiffs filed this case seeking statutory damages under the FCRA, which provides for between \$100 and \$1000 for each willful violation. 15 U.S.C. § 1681n(a)(1). The

- 
- (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
  - (iv) any agreement required to be identified under Rule 23(e)(3); and
  - (D) the proposal treats class members equitably relative to each other.

There are no agreements required to be identified by Rule 23(e)(3) in this Settlement.

FCRA itself does not provide any guidance to courts in choosing the appropriate recovery for a statutory violation, *see* 15 U.S.C. § 1681n(a)(1), but in determining the amount of statutory damages to impose pursuant to the FCRA, courts have looked to “the importance, and hence the value, of the rights and protections” at issue in the case. *Ashby v. Farmers Ins. Co. of Oregon*, 592 F. Supp. 2d 1307, 1318 (D. Or. 2008); *In re Farmers Ins. Co., Inc., FCRA Litig.*, 741 F. Supp. 2d 1211, 1224 (W.D. Okla. 2010). The monetary recovery of between \$84-\$841 depending on the Class Member’s Group, is a substantial percentage of the likely award if this case had proceeded all the way through a final judgment in Plaintiffs’ favor, and is an excellent recovery for the Settlement Class Members.

In terms of the monetary relief provided, the Settlement is well in line with monetary relief provided in settlements involving similar claims. *See, e.g. Ryals v. HireRight Sols., Inc.*, No. 09-625, ECF No. 127 (E.D. Va. Dec. 22, 2011) (approving FCRA settlement for inaccurate criminal record reporting providing \$15-\$200 per class member); *Dougherty v. QuickSIUS, LLC*, No. 15-06432, ECF No. 66 (E.D. Pa. May 31, 2018) (approving FCRA settlement under § 1681e(b) with payments of \$419 to some class members, and payments of \$104 to those who submitted a claim form); *Smith v. Experian Info. Sols., Inc.*, 2020 WL 6689209, at \*4 (C.D. Cal. Nov. 9, 2020) (approving settlement with payments of \$253 per class member, finding it

was “in the high end of FCRA settlements”); *Henderson v. Acxiom Risk Mitig., Inc.*, No. 12-cv-589, ECF No. 117 (E.D. Va. Aug. 7, 2015) (approving FCRA settlement where everyone received \$35.25 while those who disputed or submitted claims received up to \$8,000); *Patel v. Trans Union, LLC*, 2018 WL 1258194, at \*5 (N.D. Cal. Mar. 11, 2018) (approving FCRA settlement of §1681e(b) claims where everyone received \$400 and could make a claim for further damages).

Moreover, the injunctive relief here represents a meaningful accomplishment. Given that there is a disagreement about injunctive relief being available to private plaintiffs under the FCRA, Plaintiffs’ success in obtaining this relief through the Settlement is laudable. *See Hamilton v. DirecTV, Inc.*, 642 F. Supp. 2d 1304, 1305 (M.D. Ala. 2009) (“District courts in the Eleventh Circuit have consistently held that equitable relief is not available to private citizens under the FCRA.”).

The monetary and injunctive relief accomplished here are significant and compare favorably to other settlements. This factor weighs in favor of approval.

## **2. Plaintiffs and the Classes Would have Faced Substantial Risks in the Absence of a Settlement**

There were substantial risks in litigation that could have resulted in no recovery for Plaintiffs and the Settlement Classes. Plaintiffs would have had to win a contested motion for class certification, survive summary judgment practice, and ultimately, prevail at trial. Each of these stages, of course, poses risk to Plaintiffs.

In addition to the generalized uncertainty surrounding all litigation, Plaintiffs in this case faced the specific risk of being able to demonstrate that Defendant's alleged conduct was "willful" under the FCRA. The FCRA is not a strict liability statute. *Dalton v. Capital Assoc. Indus.*, 257 F.3d 409, 417 (4th Cir. 2001). A FCRA plaintiff can recover only where the defendant has acted negligently or willfully. But where the defendant's violation was only negligent, recovery is limited to actual damages. *See* 15 U.S.C. §§ 1681n(a)(1), o(a)(1). To be entitled to statutory damages, Plaintiffs would have had to prove not only that Defendant violated the FCRA, but that it did so willfully. Defendant has raised multiple defenses to willfulness. Absent a finding of willfulness, statutory damages would have been unavailable.

### **3. The Stage of the Proceedings and Amount of Discovery Completed Supports Approval**

This action had been vigorously investigated, litigated, and negotiated, by the time of settlement. Prior to settlement, Plaintiffs researched and drafted the CAC, extensively vetting and investigating potential claims; taken and defended depositions; briefed a motion to dismiss the CAC; obtained and analyzed complex data, including requesting and reviewing comparison data and records from public sources. (ECF No. 133-1 ¶¶ 4-9.) Only after attending multiple full-day mediations with Ms. Lesser, and months of further arms-length discussions and negotiations by counsel, often with additional assistance from Ms. Lesser, was an agreement



reached. Consequently, the parties had a clear understanding of the claims and defenses in this action and were able to appropriately evaluate their positions prior to settlement. Throughout this process, Class Counsel and Plaintiffs adequately represented the Classes and negotiated at arms-length. This further weighs in favor of final approval. *See In re Charles Schwab Corp. Secs. Litig.*, 2011 WL 1481424, at \*5 (N.D. Cal. April 19, 2011) (“[T]he class settlements were reached ... when class counsel had completed discovery and had conducted extensive motion practice and were thus well aware of the issues and attendant risks involved in going to trial as well as the adequacy of the amount of the class settlement.”).

#### **4. The Reaction of the Classes has been Positive**

Finally, the Settlement Class Members have reacted well to the Settlement. There have been *zero objections* and only four, out of over 53,000, opted out of the Settlement. A “low number of objections suggests that the settlement is reasonable.” *Saccoccio*, 297 F.R.D. at 694.

Further, 1,995 Settlement Class Members returned valid Claim Forms, resulting in a claims rate of approximately 7.3% for the Group required to return a Claim Form. (*See* n.1, above.) This rate is in line with those in other settlements approved in this Circuit and is indicative of the strength of the Settlement and the notice program, especially considering that not all individuals who received notice

were qualified to submit a claim. *See Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 329 n.60 (3d Cir. 2011) (*en banc*) (noting evidence that claims rates in consumer class settlements “rarely” exceed 7%, “even with the most extensive notice campaigns”); *see also In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 944–45 (9th Cir. 2015) (approving settlement class when less than 4% filed claims, noting that “settlements have been approved where less than five percent of class members file claims”); *Perez v. Asurion Corp.*, 501 F. Supp. 2d 1360, 1377 (S.D. Fla. 2007) (approving settlement class when approximately 1.1% filed claims). Notably, some courts in this Circuit have approved settlements even before the claim deadline has passed and the claims rate is unknown. *Braynen v. Nationstar Mortg., LLC*, 2015 WL 6872519, at \*15 (S.D. Fla. Nov. 9, 2015) (listing cases).

#### **5. The Requested Attorneys’ Fees, Costs, and Settlement Administration Expenses Should Be Approved**

On June 9, 2023, Plaintiffs filed their Motion for Attorneys’ Fees and Costs. (ECF No. 142.) As set forth in those papers, the amounts for attorneys’ fees, costs, and administration expenses are reasonable and in line with other settlements. No Class Members have objected to these amounts, which should be approved.

#### **IV. CONCLUSION**

Based on the foregoing, the Court should enter the proposed Final Approval Order and Consent Injunctive Relief Order attached hereto.

Respectfully submitted this 7th day of September, 2023.

/s/ E. Michelle Drake

BERGER MONTAGUE PC

E. Michelle Drake, Bar No. 229202

emdrake@bm.net

Joseph C. Hashmall

jhashmall@bm.net

1229 Tyler Street NE, Suite 205

Minneapolis, Minnesota 55413

T: (612) 594-5999

F: (612) 584-4470

Robert C. Khayat, Jr. (416981)

rkhayat@khayatlawfirm.com

KHAYAT LAW FIRM

75 Fourteenth Street, N.E.

Suite 2750

Atlanta, Georgia 30309

T: (404) 978-2750

F: (404) 978-2901

Leonard A. Bennett lenbennett@clalegal.com

Craig C. Marchiando

craig@clalegal.com

CONSUMER LITIGATION

ASSOCIATES, P.C

763 J. Clyde Morris Boulevard, Suite 1-A

Newport News, Virginia 23601

T: (757) 930-3660

F: (757) 930-3662

Kristi C. Kelly

kkelly@kellyguzzo.com

Andrew J. Guzzo

aguzzo@kellyguzzo.com

Casey S. Nash

casey@kellyguzzo.com

KELLY GUZZO, PLC  
3925 Chain Bridge Road, Suite 202  
Fairfax, Virginia 22030  
T: (703) 424-7572  
F: (703) 591-0167

James A. Francis  
jfrancis@consumerlawfirm.com  
John Soumilas  
jsoumilas@consumerlawfirm.com  
Lauren KW Brennan  
lbrennan@consumerlawfirm.com  
FRANCIS MAILMAN SOUMILAS PC  
1600 Market St., Suite 2510  
Philadelphia, PA 19103  
T: 215-735-8600  
F: 215-940-8000

G. Blake Andrews, Jr.  
blake@blakeandrewslaw.com  
BLAKE ANDREWS LAW FIRM, LLC  
1831 Timothy Dr.  
Atlanta, GA 30329  
T: 770-828-6225

*Attorneys for Plaintiffs*

**CERTIFICATE OF COMPLIANCE**

I hereby certify that the foregoing has been computer processed with 14 point Times New Roman font in compliance with the U.S.D.C. Northern District of Georgia Local Rule 5.1B.

Date: September 7, 2023

/s/E. Michelle Drake  
E. Michelle Drake

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
Atlanta Division**

---

**IN RE: TransUnion Rental Screening Solutions,  
Inc. FCRA Litigation**

**No. 1:20-md-02933-JPB  
ALL CASES**

---

**DECLARATION OF E. MICHELLE DRAKE IN SUPPORT OF MOTION  
FOR FINAL APPROVAL**

I, E. Michelle Drake, hereby declare as follows:

1. I am Class Counsel in the above-captioned matter.
2. I submit this Declaration in support of the Motion for Final Approval of the Class Action Settlement.
3. Pursuant to the Settlement Agreement, Class Counsel reviewed all timely submitted claims for validity. This extensive process involved reviewing all records provided by the claiming Settlement Class Member, as well as publicly available records relating to the offense included on the Settlement Class Member's report. Class Counsel used a combination of online research and communications directly with court clerks to retrieve additional data relating to the records TURSS reported and/or the existence or non-existence of records with the claimants' personal identifiers in the given jurisdiction.
4. Based on such review, Class Counsel worked to confirm whether the available public records contain identifiers that indicate the reported record does or

does not belong to the claiming Class Member. In circumstances where the applicable public record could not be located or did not contain sufficient identifiers, claims were deemed valid.

5. Class Counsel utilized experienced attorneys for the research and comparison of the consumer records associated with the claim and the additional public record information gathered:

**Michael J. McClain** graduated from Cleveland-Marshall College of Law in May, 2015. Mr. McClain has been licensed to practice law in Ohio since April, 2016. Mr. McClain currently works as part-time general counsel for a small company in Ohio, where he manages litigation and provides human resources and employment advice to the company's management. His work includes reviewing records on the Ohio Bureau of Workers' Compensation's website for workers' compensation cases. While in law school, he was a law clerk with the Cuyahoga County Prosecutor's Office. There, he reviewed criminal records and court dockets on the county's website, mainly to write appellate motions and briefs.

**Amy Kristen** graduated from Southern Illinois University law school in 2012. Amy has been licensed to practice law in Illinois since November 2014. Amy previously worked at Special Counsel, Consilio, KL Discovery, and Haystack ID. Amy has experience completing complex document review projects as a first reviewer and quality control reviewer.

6. Class Counsel provided a list of State Criminal Group members with valid claim determinations, and Age Mismatch Group members with valid enhanced payment requests determinations to Defendant on August 29, 2023.

7. Defendant has the opportunity until September 12, 2023 to then challenge the inclusion of any State Criminal Group Class Member on the list by producing a publicly available record showing that the record reported by TURSS

was correctly attributable to that Class Member. Defendant has not provided any such records and, based upon communications between counsel, Plaintiffs understand that Defendant does not intend to do so.

The foregoing statement is made under penalty of perjury, and is true and correct to the best of my knowledge and belief.

Date: September 7, 2023

/s/E. Michelle Drake

E. Michelle Drake

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
Atlanta Division**

---

**IN RE: TransUnion Rental Screening Solutions,  
Inc. FCRA Litigation**

**No. 1:20-md-02933-JPB  
ALL CASES**

---

**SUPPLEMENTAL DECLARATION OF DARRYL THOMPSON  
REGARDING NOTICE PLAN IMPLEMENTATION AND SETTLEMENT  
ADMINISTRATION**

I, Darryl Thompson, declare as follows:

1. I am Chief Operating Officer of JND Legal Administration LLC (“JND”). This Declaration is based on my personal knowledge and information provided to me by Counsel and experienced JND employees and, if called upon to do so, I could and would testify competently thereto.

2. JND previously filed a Declaration regarding Proposed Notice Plan for the Settlement Classes, filed September 9, 2022, ECF No. 133-5,<sup>1</sup> and a Declaration regarding Notice Program Implementation and Settlement Administration, filed June 9, 2023, ECF No. 142-19. This Supplemental Declaration is being filed to further update the Court regarding implementation of the Notice Plan and Settlement administration status.

---

<sup>1</sup> Capitalized terms used and not otherwise defined in this Declaration shall have the meanings given such terms in the Settlement Agreement, filed September 9, 2022, ECF No 133-2, or JND’s June 9, 2023 Declaration.



**RULE 23(B)(2) CLASS SETTLEMENT WEBSITE**

3. As of September 1, 2023, there were 37,884 total views of the Rule 23(b)(2) Class Settlement Website pages and documents and 10,952 unique visitors to the Rule 23(b)(2) Class Settlement Website. JND will continue to maintain the Rule 23(b)(2) Class Settlement Website throughout the Settlement administration.

**RULE 23(B)(3) CLASS SETTLEMENT WEBSITE**

4. As of September 1, 2023, there were 34,785 total views of the Rule 23(b)(3) Class Settlement Website pages and documents and 8,432 unique visitors to the Rule 23(b)(3) Class Settlement Website. JND will continue to maintain the Rule 23(b)(3) Class Settlement Website throughout the Settlement administration.

**SETTLEMENT EMAIL ADDRESS**

5. As of September 1, 2023, JND has handled 1,432 email communications received to the Settlement Email Address. JND will continue to maintain the Settlement Email Address throughout the Settlement administration.

**TOLL-FREE INFORMATION LINE**

6. As of September 1, 2023, JND has received 1,647 calls to the IVR. Of those 1,647 calls, 269 callers spoke to a live representative. JND will continue to maintain the toll-free IVR number and assist the Settlement Classes throughout the administration.

**RULE 23(B)(3) DIRECT MAIL NOTICE**

7. As of September 1, 2023, 11,352 Mail Notices were returned to JND as undeliverable. JND re-mailed 57 Notices to forwarding addresses provided by the USPS. In addition, JND performed advanced address research for the undeliverable Notices without forwarding addresses, and re-mailed 8,544 Mail Notices to a new address.

8. As of September 1, 2023, of the 52,613 Mail Notices mailed, 49,862 or 95% were deemed delivered and 2,751 or 5% were deemed undeliverable.

**RULE 23(B)(3) DIRECT EMAIL NOTICE**

9. Of the 49,572 Rule 23(b)(3) Settlement Class Member email addresses sent Email Notice, 48,419 or 98% were deemed delivered and 1,153 or 2% were deemed undeliverable.

**DIGITAL NOTICE EFFORT**

10. From March 29, 2023 through May 23, 2023, JND caused banner advertisements to be served on the Google Display Network (“GDN”) and on the social media platforms Facebook and Instagram. A total of 158,525,829 impressions were delivered, 2,525,829 more impressions than planned. The GDN effort targeted adults 18 years of age or older (“Adults 18+”) who are renters (“Adult Renters”) and optimized towards lower household incomes. A portion of activity was also allocated to those in-market for eviction documents and services, tenant rights,

eviction records, employment, police reports, public court records, record checks, criminal record checks, public records search tool, and an affinity audience for arrest records, arrest warrant records, criminal and arrest record search services. The Facebook/Instagram activity targeted Adults 18+ nationwide who have some high school education or are high school grads (no college).

11. Efforts included notice to Spanish language sites (GDN) and Spanish language accounts (Facebook and Instagram).

### **INTERNET SEARCH EFFORT**

12. Given that web browsers frequently default to a search engine page, search engines are a common source to get to a specific website (i.e., as opposed to typing the desired URL in the navigation bar). As a result, JND implemented an internet search effort to assist interested Class Members in finding the Settlement Website. When purchased keywords related to this case are searched, an ad with a hyperlink to the Settlement Website appears on the search engine results page. The internet search effort ran from March 29, 2023 through May 23, 2023 serving 93,306 digital impressions.

**23(B)(2) AND 23(B)(3) NOTICE REACH**

13. To calculate media reach, JND used a Comscore reach and frequency platform. According to this media reach tool, the proposed Rule 23(b)(2) digital effort alone reached more than 70% of likely Rule (b)(2) Settlement Class Members. The internet search campaign extended notice exposure further.

14. The direct notice effort alone is estimated to have reached 93% of Rule 23(b)(3) Settlement Class Members.

15. The provided reach is similar to that of other court approved programs and meets the standard set forth by the Federal Judicial Center’s Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide (“FJC Checklist”).

**RULE 23(B)(2) AND RULE 23(B)(3) OBJECTIONS**

16. As of August 25, 2023, JND has not received any Settlement objections.

**RULE 23(B)(3) EXCLUSION REQUESTS**

17. As of August 25, 2023, JND has received 4 timely and valid requests for exclusion from Eviction Dispute Settlement Group Class Members and 2 invalid requests for exclusion from Non-Class Members. Lists of the valid and invalid requests for exclusion are attached hereto as Exhibits A and B, respectively.

**RULE 23(B)(3) CLAIMS**

18. As of September 1, 2023, JND has received 102 timely Claims for State Criminal Group Class Members (Felony/Sex Offense) (71 online and 31 by mail); 2,124 timely Claims for State Criminal Group Class Members (Non-Felony/Sex Offense) (1,484 online and 640 by mail); and 76 timely Claims for Age Mismatch Group Class Members (Non-Felony/Sex Offense) (38 online and 38 by mail).

19. Of the 2,124 timely Claims submitted by State Criminal Group Class Members (Non-Felony/Sex Offense), 648 Class Members (475 online and 173 by mail) submitted requests for an additional payment.

20. As of September 1, 2023, JND has received 3 late Claims from State Criminal Group Class Members (Felony/Sex Offense); 35 late Claims from State Criminal Group Class Members (Non-Felony/Sex Offense); and 2 late Claims from Age Mismatch Group Class Members (Non-Felony/Sex Offense).

21. Rule 23(b)(3) Settlement Class Members in the Age Mismatch (Felony/Sex Offense), State Eviction, Eviction Disputes, and Criminal Dispute Groups do not need to submit a Claim in order to receive a Settlement payment.

22. In total, JND has received 2,342 Claims (1,593 online and 749 by mail).

**RULE 23(B)(3) DIRECT EMAIL AND MAIL CLAIM REMINDER  
NOTICE**

23. As of September 1, 2023, of the 28,689<sup>2</sup> Rule 23(b)(3) Settlement Class Members sent the Email Reminder Notice, 28,030 or 98% were deemed delivered and 659 or 2% were deemed undeliverable.

24. As of September 1, 2023, of the 28,904 Rule 23(b)(3) Settlement Class Members sent the Postcard Reminder Notice, 27,861 or 96% were deemed delivered and 1,043 or 4% were deemed undeliverable.

**CLAIM VALIDATION AND PRELIMINARY AWARD ESTIMATES**

25. Pursuant to Section C.II.D of the Settlement Agreement, Class Counsel reviewed all Claims for validity. JND received the results of Class Counsel's claim validation review on August 29, 2023. Per the terms of the Settlement and, based on Class Counsel's Claim validation determinations, JND has calculated preliminary Settlement payment estimates for Rule 23(b)(3) Class Members who submitted valid claims.

26. Class Counsel's validity review identified a small number of Claims where the claimant did not indicate that the Criminal Record that TURSS reported

---

<sup>2</sup> In Paragraph 41 of JND's June 9, 2023 Declaration, JND originally anticipated commencing a Claim reminder Notice campaign to 28,778 email addresses. However, between the filing of the June 9, 2023 Declaration and commencement of the reminder campaign, 89 additional Rule 23(b)(3) Settlement Class Members filed Claims and were subsequently excluded from the campaign.

was not theirs or that the incorrect Criminal Record TURSS reported was for a felony or sex offense. At the request of Class Counsel, JND is conducting outreach to these 38 claimants, which will provide these claimants with the opportunity to clarify their Claim Form response and to cure any deficiencies.

27. The preliminary estimated Settlement payment amounts and number of payable claims per Class Group shown below are subject to change, pending the outcome of this outreach.

<b><u>Preliminary Estimated Settlement Payments</u></b>		
<b><u>Class Group</u></b>	<b><u>Settlement Payment Amount Per Claim</u></b>	<b><u>Total Payable Claims</u></b>
Age Mismatch (Felonies)	\$841.40	788
State Criminal (Felonies)	\$841.40	142
Criminal Disputes Group	\$841.40	2,795
Age Mismatch Group (Non-Felonies)	\$168.28	2,410
State Criminal Group (Non-Felonies)	\$168.28	1,853
Eviction Disputes Group	\$168.28	14,797
State Eviction Group	\$84.14	4,823

### **SETTLEMENT ADMINISTRATION FEES AND EXPENSES**

28. JND has performed its responsibilities as set forth in the Settlement Agreement and Preliminary Approval Order. As of July 31, 2023, JND has billed \$576,845.75 in Settlement Administration fees and expenses. Of this \$576,845.75, \$183,546.01 or 32% was incurred on Notice Plan fees and expenses (Notice Plan, Mail and Email Notice).

29. JND estimates additional Settlement administration fees and expenses of \$104,354.12 to complete remaining Settlement administration tasks from August 2023 through May 2024 (for total Settlement Administration fees and expenses of \$681,199.87). This total is approximately \$20,750.00 higher than JND estimated in our June 9, 2023 Declaration because JND is handling additional work related to Class Member Settlement payment tax issues in consultation with Counsel. Remaining Settlement administration tasks include continuing to maintain the Rule 23(b)(2) and Rule 23(b)(3) Class Settlement Websites, assist Settlement Class Members by telephone and email, and distribute Settlement payments per the terms of the Settlement.

30. JND will continue to administer the Settlement through all phases of Settlement Administration, as required by the Settlement Agreement, Preliminary Approval Order, and pursuant to any future Orders of this Court.

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

Executed in Seattle, Washington, this 7th day of September 2023.

  
\_\_\_\_\_  
DARRYL THOMPSON



# **EXHIBIT A**



**TRANSUNION RENTAL SCREENING SETTLEMENT  
(USDC NORTHERN DISTRICT OF GEORGIA, CASE No. 1:20-MD-02933-JPB)**

**TIMELY AND VALID EXCLUSIONS**

	<u>JND ID NUMBER</u>	<u>NAME</u>	<u>CITY/STATE</u>	<u>POSTMARK DATE</u>	<u>STATUS</u>	<u>SIGNATURE TYPE</u>	<u>LAW FIRM SUBMITTING</u>
1.	DW93VMDBZS	Tajah Enge	Oceanside, CA	June 6, 2023	Eviction Disputes	Wet	N/A
2.	D3AX4WT7VK	LaPhill Antonia Knox	Fontana, CA	June 14, 2023	Eviction Disputes	Wet	N/A
3.	DCA7JTVUP4	Hilda Alexander	Baltimore, MD	June 14, 2023	Eviction Disputes	Wet	N/A
4.	DBM5N-SX2A8	Leandra Bebley	Tampa, FL	June 30, 2023	Eviction Disputes	Wet	N/A

# **EXHIBIT B**

**TRANSUNION RENTAL SCREENING SETTLEMENT  
(USDC NORTHERN DISTRICT OF GEORGIA, CASE No. 1:20-MD-02933-JPB)**

**INVALID EXCLUSIONS**

	<u>JND ID NUMBER</u>	<u>NAME</u>	<u>CITY/STATE</u>	<u>POSTMARK DATE</u>	<u>STATUS</u>	<u>SIGNATURE TYPE</u>	<u>LAW FIRM SUBMITTING</u>	<u>REASON DEFECTIVE</u>
1.	DUY749NS2Z	Jermaine Reed	Chicago, IL	June 27, 2023 (email); and June 27, 2023; and June 27, 2023; and June 29, 2023	N/A	Wet	N/A	Non-Class Member
2.	D2839GMP7B	Jonathan Thomas Taylor	Crystal Lake, IL	June 22, 2023	N/A	Wet	N/A	Non-Class Member

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
Atlanta Division**

---

**IN RE: TransUnion Rental Screening Solutions,  
Inc. FCRA Litigation**

**No. 1:20-md-02933-JPB  
ALL CASES**

---

**ORDER GRANTING  
FINAL APPROVAL OF CLASS ACTION SETTLEMENT, CERTIFYING  
SETTLEMENT CLASSES, AND TERMINATING ALL ACTIONS**

Plaintiffs William Hall Jr, Chris Robinson, Jennifer Brown, Patricia McIntyre, Kaila Hector, William Aird, and Ramona Belluccia, on behalf of themselves and all others similarly situated (hereinafter referred to as “Plaintiffs”), have submitted to the Court a Motion for Final Approval of the Settlement Agreement (“Final Approval Motion”).

This Court has reviewed the papers filed in support of the Final Approval Motion, including the Settlement Agreement filed with Plaintiffs’ Preliminary Approval Motion, the memoranda and arguments submitted on behalf of the Settlement Classes, and all supporting exhibits and declarations thereto, as well as the Court’s Preliminary Approval Order. The Court held a Final Fairness Hearing on September 21, 2023, at which time the Parties and other interested persons were given an opportunity to be heard in support of and in opposition to the proposed settlement. Based on the papers filed with the Court and the presentations made at

the Final Fairness Hearing, the Court finds that the Settlement Agreement is fair, adequate, and reasonable.

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:**

1. This Final Approval Order incorporates herein and makes a part hereof the Settlement Agreement and the Preliminary Approval Order. Unless otherwise provided herein, the capitalized terms used herein shall have the same meanings and/or definitions given to them in the Preliminary Approval Order and Settlement Agreement, as submitted to the Court with the Preliminary Approval Motion.

2. This Court has jurisdiction over the subject matter of this action, the Class Representatives, the Settlement Classes, and Defendants.

**RULE 23(b)(2) SETTLEMENT CLASS**

3. In the Preliminary Approval Order, this Court previously certified, for settlement purposes only, a Rule 23(b)(2) Settlement Class defined as follows:

All individuals in the United States about whom TURSS reported a Criminal Record and/or Landlord-Tenant Record to a third party from November 7, 2016 through the Injunctive Relief Termination Date.

4. Certification of the Rule 23(b)(2) Settlement Class is hereby reaffirmed as a final Rule 23(b)(2) Settlement Class pursuant to Fed. R. Civ. P. 23(b)(2). For the reasons set forth in the Preliminary Approval Order, this Court finds, on the record before it, that this action may be maintained as a class action on behalf of the Rule 23(b)(2) Settlement Class.

5. In the Preliminary Approval Order, this Court previously appointed Plaintiffs as class representatives, and hereby reaffirms that appointment, finding, on the record before it, that Plaintiffs have and continue to adequately represent the Rule 23(b)(2) Settlement Class Members.

**RULE 23(b)(3) SETTLEMENT CLASS**

6. In the Preliminary Approval Order, this Court previously certified, for settlement purposes only, a Rule 23(b)(3) Settlement Class defined as follows:

(i) all individuals about whom TURSS reported a Criminal Record to a third party between November 7, 2016 and January 1, 2022 when TURSS had in its possession information about the age of the offender in the record where such age information indicated that the offender was older than the subject of the report based on the subject of the report's date of birth at the time of the report;

(ii) all individuals about whom TURSS reported a Criminal Record to a third party between May 14, 2019 and January 1, 2022, where at least one of the Criminal Records included in the report were derived from any jurisdiction in California, Florida, Texas, or Utah and did not contain a date of birth, Social Security Number, or street address associated with the criminal record;

(iii) all individuals about whom TURSS reported a Landlord-Tenant Record to a third party between May 14, 2019 and January 1, 2022 from any jurisdiction in Virginia or Pennsylvania but where subsequent review of public records by Class Counsel show that TURSS did not report a satisfaction, appeal, vacatur, dismissal, withdrawal, or other favorable disposition of such record that was recorded in the jurisdiction's public docket at least sixty (60) days prior to the date of the TURSS report containing such Landlord-Tenant Record;

(iv) all individuals from whom TURSS has a record of receiving a dispute between May 14, 2019 and January 1, 2022 related to TURSS's reporting of a Landlord-Tenant Record that TURSS categorized as "action date dispute," "case type/outcome dispute," "judgment amount dispute," or "other," and where the resolution was

categorized as “data modified,” “data removed,” “data suppressed,” or “no record available”; and,

(v) all individuals from whom TURSS has a record of receiving a dispute between May 14, 2019 and January 1, 2022 related to TURSS’s reporting of a Criminal Record that TURSS categorized as “record does not match,” and where the resolution was categorized as “data suppressed.”

7. Certification of the Rule 23(b)(3) Settlement Class is hereby reaffirmed as a final Settlement Class pursuant to Fed. R. Civ. P. 23(b)(3). For the reasons set forth in the Preliminary Approval Order, this Court finds, on the record before it, that this action may be maintained as a class action on behalf of the Rule 23(b)(3) Settlement Class.

8. In the Preliminary Approval Order, this Court previously appointed Plaintiffs as class representatives for the Rule 23(b)(3) Settlement Class and hereby appoints Plaintiffs Hall, Brown, and Belluccia, as class representatives for the Rule 23(b)(3) Settlement Class, finding on the record before it, that those Plaintiffs have and continue to adequately represent the Rule 23(b)(3) Settlement Class Members.

9. **CLASS COUNSEL APPOINTMENT** — In the Preliminary Approval Order, this Court previously appointed Leonard Bennett, Craig Marchiando of Consumer Litigation Associates, P.C., Kristi Kelly and Andrew Guzzo of Kelly Guzzo PLC, E. Michelle Drake and Joseph C. Hashmall of Berger Montague PC, James Francis, John Soumilas, Lauren KW Brennan of Francis Mailman Soumilas P.C., and Robert C. Khayat, Jr, of Khayat Law Firm as Counsel for the Settlement Classes and hereby reaffirms that appointment, finding, on the record before it, that Class Counsel have and continue to adequately and fairly represent Settlement Class Members.



10. **CLASS NOTICE** — The record shows, and the Court finds, that notice to the Rule 23(b)(2) Settlement Class and the Rule 23(b)(3) Settlement Class has been given in the manner approved by the Court in the Preliminary Approval Order. The Court finds that such notices (i) constituted the best notice practicable to the Settlement Classes under the circumstances; (ii) were reasonably calculated, under the circumstances, to apprise the Settlement Classes of the pendency of this action, the terms of the Settlement Agreement, their rights under the Settlement Agreement and deadlines by which to exercise them, and the binding effect of the Final Approval Order on the Rule 23(b)(2) Settlement Class Members, and those Rule 23(b)(3) Settlement Class Members who did not opt out; (iii) provided due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfy the requirements of the U.S. Constitution (including the Due Process Clause), Federal Rule of Civil Procedure 23, and any other applicable law.

11. Full opportunity has been afforded to members of the Rule 23(b)(2) Settlement Class and members of the Rule 23(b)(3) Settlement Class to participate in the Final Fairness Hearing. Accordingly, the Court determines that all Settlement Class Members, except the four individuals who have successfully opted out of the Rule 23(b)(3) Settlement Class, are bound by this Final Approval Order in accordance with the terms provided herein.

**FINAL APPROVAL OF THE SETTLEMENT AGREEMENT**

12. Pursuant to Fed. R. Civ. P. 23(e), the Court hereby finally approves in all respects the settlement as set forth in the Settlement Agreement, and finds the benefits to the Settlement Classes, and all other parts of the settlement are, in all

respects, fair, reasonable, and adequate, and in the best interest of the Settlement Classes, within a range that responsible and experienced attorneys could accept considering all relevant risks and factors and the relative merits of the Plaintiffs' claims and any defenses of Defendant, and are in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause, and the Class Action Fairness Act. Accordingly, the settlement shall be consummated in accordance with the terms and provisions of the Settlement Agreement, with each Settlement Class Member, except the four individuals who have successfully opted out of the Rule 23(b)(3) Settlement Class, being bound by the Settlement Agreement, including the releases set forth in the Settlement Agreement.

13. Specifically, the Court finds that the terms of the Settlement Agreement are fair, reasonable, and adequate given the following factors, among other things:

- A. All claims and all lawsuits consolidated and/or coordinated within the above-captioned proceeding are complex and time-consuming, and would have continued to be so through summary judgment and/or trial if it had not settled;
- B. Class Counsel had a well-informed appreciation of the strengths and weaknesses of the action while negotiating the Settlement Agreement;
- C. The relief provided for by the Settlement Agreement is well within the range of reasonableness in light of the best possible recovery and the risks the parties would have faced if the case had continued to trial;
- D. The Settlement Agreement was the result of arms' length, good faith negotiations and exchange of information by experienced counsel;

E. The reaction of the Settlement Classes has been positive. There have been no objections to the settlement by any class member.

14. All claims and all lawsuits consolidated and/or coordinated within the above-captioned proceeding are hereby dismissed with prejudice and terminated, and shall not be remanded to any transferor court. Except as otherwise provided herein or in the Settlement Agreement, such dismissals and terminations shall occur without costs to Plaintiffs or Defendants. All Rule 23(b)(2) Settlement Class Members are hereby enjoined from, asserting on other than an individual basis, e.g., using the class action device or on a mass, aggregate, or multi-plaintiff basis, to assert Rule 23(b)(2) Settlement Class Released Claims against any Released Party arising on or before the Injunctive Relief Termination Date and such claims may only be asserted on an individual basis. All Rule 23(b)(3) Settlement Class Members hereby release all Released Parties for Rule 23(b)(3) Released Claims, and are hereby enjoined from instituting, maintaining, or prosecuting, either directly or indirectly, any lawsuit or Claim that asserts Rule 23(b)(3) Released Claims.

15. Pursuant to the Settlement Agreement, as of the Effective Date, Plaintiffs, the Rule 23(b)(2) Settlement Class Members, and the Rule 23(b)(3) Settlement Class Members shall be deemed to have fully, finally, and forever released and discharged the Released Parties from any and all Rule 23(b)(2) Released Claims and/or Rule 23(b)(3) Released Claims, respectively, as each of those terms are defined in the Settlement Agreement.

16. The Settlement Agreement contemplates that, following entry of this Order, the Court will enter the Parties' Consent Injunctive Relief Order, which the Court will separately enter later today.

17. **ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS** – Pursuant to Fed. R. Civ. P. 23(h), Class Counsel applied to the Court for an award of attorneys' fees, and costs.

18. The Court notes that the requested amounts were included in the notice materials disseminated to the Settlement Classes and there have been no objections to the requested amounts.

19. The Court, having reviewed the declarations, exhibits, and memoranda submitted in support of the request for attorneys' fees and reimbursement of costs, approves an award of attorneys' fee and costs to Class Counsel in the amount of \$\_\_\_\_\_ and \$\_\_\_\_\_, respectively. The Court finds these amounts are reasonable and appropriate under all circumstances presented.

20. The Settlement Administrator is further approved to reimburse its reasonable costs from the Settlement Fund prior to the distribution to the Rule 23(b)(3) Settlement Class Members.

21. The Settlement Administrator is directed to distribute the balance of the Settlement Fund to participating Rule 23(b)(3) Settlement Class Members as expressly set forth in the Settlement Agreement. Should funds remain for *cy pres* distribution, the parties' selected organizations, the Southern Center for Human Rights and Inclusiv, are approved to each receive 50% of such residual funds.

22. The Court expressly retains exclusive and continuing jurisdiction, without affecting the finality of this Order, over the Settlement Agreement, including all matters relating to the implementation and enforcement of the terms of the Settlement Agreement. Nothing herein, including the Court's retention of jurisdiction over the Settlement Agreement, shall be a basis for any Party, including any class member, to assert personal jurisdiction over any other Party or Trans Union LLC in the Northern District of Georgia in any matter other than a matter seeking to enforce the terms of the Settlement Agreement.

23. If the Effective Date, as defined in the Settlement Agreement does not occur for any reason whatsoever, this Final Approval Order shall be deemed vacated and shall have no force or effect whatsoever.

24. The parties are hereby directed to carry out their obligations under the Settlement Agreement.

25. There being no just reason for delay, the Court directs this Final Order be, and hereby is, entered as a final and appealable order.

**It is SO ORDERED.**

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

\_\_\_\_\_  
HON. J.P. BOULEE  
UNITED STATES DISTRICT JUDGE

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
Atlanta Division**

---

**IN RE: TransUnion Rental Screening Solutions,  
Inc. FCRA Litigation**

**No. 1:20-md-02933-JPB  
ALL CASES**

---

**[PROPOSED] CONSENT INJUNCTIVE RELIEF ORDER**

On Sept. 9, 2022, Defendant TransUnion Rental Screening Solutions, Inc. (“TURSS”) and Plaintiffs entered into a Settlement Agreement. On [\_\_\_\_\_], 2023, the Court entered the Final Approval Order.

WHEREAS, Plaintiffs pursued this Litigation to address practices relating to TURSS’s reporting of criminal and landlord-tenant records, as Plaintiffs allege those practices violate the Fair Credit Reporting Act (“FCRA”);

WHEREAS, TURSS contests Plaintiffs’ allegations and denies that it has violated the FCRA, but to resolve this dispute, has agreed to implement certain business practice changes that represent a substantial shift from TURSS’s historical business practices;

WHEREFORE, pursuant to the Settlement Agreement, TURSS, without admitting any of the allegations made by Plaintiffs, consents to the entry of this Injunctive Relief Order:

For purposes of this Injunctive Relief Order, the following terms have the following meanings:

1. “Consumer Report” means a report as defined in 15 U.S.C. § 1681a(d) and delivered to a third party by TURSS.

2. “Criminal Record” means a criminal record, record of being included on a sex offender registry, or any other publicly-available official record of a criminal violation. “Criminal Record” does *not* include Landlord-Tenant records, bankruptcy records, civil violations, licensure records, tax records (including tax liens), civil judgments, or any records related to public registries or lists other than sex offender registries.

3. “Injunctive Relief Termination Date” means two (2) years from the date of the latest implementation of the injunctive relief specified in Paragraphs (a), (b), and (c) of this Injunctive Relief Order.

4. “Landlord-Tenant Records” means any public records involving disputes between landlords and their tenants.

5. “Rule 23(b)(2) Settlement Class” means all individuals in the United States about whom TURSS reported a Criminal Record and/or Landlord-Tenant Record to a third party before the Injunctive Relief Termination Date.

6. “Source” means a particular courthouse, recorder’s office or other government agency responsible for the publication of Landlord-Tenant Records or

providing access to Landlord-Tenant Records, and used by LexisNexis Risk Data Management LLC to gather Landlord-Tenant Records for delivery to TURSS.

7. “Visit” means each date where LexisNexis Risk Data Management LLC or its vendor retrieves a Landlord-Tenant Record from a Source.

8. “Visit Interval” means the average number of days between Visits by Lexis Nexis Risk Data Management LLC to a Source calculated with respect to an assessment timeframe.

The Court hereby orders that TURSS comply as follows:

a. Beginning sixty (60) days from the Effective Date, and for two (2) years thereafter, TURSS will implement matching procedures whereby Criminal Records will not be attributed to any consumer in a Consumer Report unless TURSS matches the following identifying information of the applicant received by TURSS from the applicant and/or its customer at the time of the matching to the following identifying information contained within the public Criminal Record maintained by TURSS at the time of the matching: (i) a qualifying match on name; plus (ii) a qualifying match on date of birth, address or Social Security Number.

b. Beginning sixty (60) days from the Effective Date, and for two (2) years thereafter, TURSS will implement changes in the formatting of its reporting of Landlord-Tenant Records in a Consumer Report to group records relating to a single legal proceeding between a landlord and tenant; and



c. On or before the later of sixty (60) days from (i) the Effective Date or (ii) LexisNexis Risk Data Management LLC's ("LNRDM") delivering the first monthly report described in the Injunctive Relief Order in *Stewart v. LexisNexis Risk Data Management LLC*, Case No. 3:20-cv-00903-JAG (E.D. Va.) ("*Stewart*"), and for two (2) years thereafter, TURSS will implement procedures to reasonably ensure that TURSS, no more than thirty (30) days after TURSS receives a monthly report, if any, from LNRDM, pursuant to LNRDM's obligations under the Injunctive Relief Order entered in *Stewart* on July 27, 2022, that the most recent Visit Interval for a Source is greater than sixty (60) days, does not report Landlord-Tenant Records from that Source in a Consumer Report until it receives a later monthly report from LNRDM that the most recent Visit Interval for that Source is sixty (60) days or less.

d. Any action by TURSS determined by TURSS in good faith to be reasonably necessary to comply with any federal, state or local law, enactment, regulation or judicial ruling shall not constitute a violation of this Order.

e. This Injunctive Relief Order shall not in any way impose any obligation, duty or responsibility on TURSS, or create a right on behalf of the Rule 23(b)(2) Settlement Class or any other person, beyond what is described in this Order.

**IT IS SO ORDERED**

ENTERED this \_\_\_\_ day of \_\_\_\_\_, 2023.

---

Hon. J.P. Boulee  
U.S. District Judge