

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

PATRICIA MCINTYRE, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

REALPAGE, INC., d/b/a ON-SITE,

Defendant.

Case No. 2:18-cv-03934-CFK

MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

NOW COMES Plaintiff and Class Representative Patricia McIntyre, by and through undersigned Class Counsel, and moves this Honorable Court for final approval of the parties' Class Settlement. In reliance upon the contemporaneously filed memorandum of law and its exhibits, McIntyre respectfully requests that the Court grant the instant motion and enter the proposed Final Approval Order and Consent Injunctive Relief Order included herewith.

Dated: February 27, 2023

Respectfully submitted,

PATRICIA MCINTYRE, *on behalf of herself
and the Settlement Class,*

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing was filed using the Court's CM/ECF system that will send notice of said filing to all counsel of record in this matter.

Dated: February 27, 2023

/s/ John Soumilas
John Soumilas

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Plaintiff,

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REALPAGE, INC., d/b/a On-Site,

Defendant.

Civil Action No. 2:18-CV-03934-CFK

**MEMORANDUM IN SUPPORT OF PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

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I. INTRODUCTION

Plaintiff and Class Representative Patricia McIntyre respectfully requests that the Court enter an Order finally approving the Parties' Class Action Settlement. *See* ECF 147-2 at § 6. This lawsuit sought statutory damages under the Fair Credit Reporting Act, 15 U.S.C. § 1681e(b) ("FCRA"), for the reporting of stale eviction records in tenant screening reports. It was hard fought for approximately four years and without a settlement litigation could have continued for several more years. The settlement provides compensation within the statutory range to nearly 12,000 tenant applicants. It also accomplishes significant practices changes designed to improve accuracy in the reporting of eviction records. At a time when it is less than certain whether equitable relief is available to private litigants under the FCRA, this accomplishment is no small feat.¹ The settlement has been more fully summarized for this Court in Plaintiff's Unopposed Motion for an Order Directing Notice to Class Members, ECF 147-1 at 3-6. The overall \$6.35M settlement fund doubtlessly provides further incentive for Defendant to continue improving its tenant screening practices. The Class's reaction to the settlement was also very good, with only one request for exclusion and only one improperly lodged and invalid objection, as will be discussed further below. *See* Ex. A, Barkan Decl., at ¶¶ 14-15. On balance, the Class Settlement here is fair, reasonable, and adequate, and it should now be finally approved.

II. NOTICE TO THE SETTLEMENT CLASS

Pursuant to the Court's Order of December 16, 2022, ECF 151, Plaintiff and Class Counsel worked with the Settlement Administrator to send Notice to the Settlement Class. This process began on January 6, 2023, when the Settlement Administrator sent postal notice to 11,823 Class

¹ The only circuit court decision that Plaintiff is aware of and the majority of district court decisions on the subject hold that only the government, and not private litigants, can obtain equitable relief under the FCRA. *See Washington v. CSC Credit Servs.*, 199 F.3d 263 (5th Cir. 2000).

members and additional email notice to 10,753 Class members. Ex. A, Barkan Decl., at ¶¶ 5-7. Upon receipt of undeliverable postal notices, the Settlement Administrator performed additional address updating and remailed 794 postal notices to Class members for whom updated mailing addresses could be located. *Id.* at ¶¶ 8-9. The Settlement Administrator determined that 519 of the 10,753 email notices sent were returned undeliverable. *Id.* at ¶ 10. In sum, the Settlement Administrator calculated that 11,721, of 99.1% of Class members, are presumed to have received either postal notice or email notice or both. *Id.* at ¶ 11.

Consistent with the Settlement Agreement, *see* ECF 147-2 at 9, the Settlement Administrator also prepared the Settlement Website upon which it posted important case documents. Ex. A, Barkan Decl., at ¶ 12.

III. FINAL APPROVAL OF THE SETTLEMENT IS WARRANTED

When the Court certified a class in this matter, it found that Plaintiff and Class Counsel had satisfied the requirements of FED. R. CIV. P. 23(a) and 23(b)(3). ECF 64. Those same findings may be incorporated by reference to find that the proposed Settlement is suitable for final approval.

Now, at the final approval stage, the Court must determine whether the Settlement Class received appropriate notice and whether the settlement is fair, reasonable, and adequate. FED. R. CIV. P. 23(e)(2); *see also In re Prudential Ins. Co. of Am. Sales Practice Litig.*, 148 F.3d 283 (3d Cir. 1998). As discussed *infra*, Plaintiff has satisfied these requirements, and the Court should find that final approval of the Settlement is appropriate.

A. The Settlement Class Received Sufficient Notice

Class members must be given the best notice practicable under the circumstances, including individual notice to all potential Class members that can be identified through reasonable effort. *See* FED. R. CIV. P. 23(c)(2)(B).

[Notice] must, in clear, concise and plain language, state: (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues or defenses; (iv) the class member's right to enter an appearance by an attorney; (v) the class member's right to be excluded from the class; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of settlement on class members.

Id. “A court must determine that notice was appropriate before evaluating the merits of the settlement itself.” *Prudential*, 148 F.3d at 326-27.

As set forth in Section II, *supra*, Plaintiff McIntyre provided appropriate notice to 99.1% of Class members. The Court should find that sufficient notice of the Settlement has been provided to Class members. *Serrano v. Sterling Testing Sys., Inc.*, 711 F. Supp. 2d 402, 413 (E.D. Pa. 2010) (notice “widely disseminated through individual notices and online publication . . . meets the requirements of Rule 23(c)(2)(B)”).

B. The Settlement Is Fair and Adequate

The question presented on a motion for final approval of a proposed class action settlement is whether the proposed settlement is fair in light of the following factors:

(1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; [and] (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation[.]

Girsh v. Jepson, 521 F.2d 153, 157 (3d Cir. 1975). Since *Girsh*, the Third Circuit has suggested that additional considerations may be appropriate, including:

the maturity of the underlying substantive issues, as measured by experience in adjudicating individual actions, the development of scientific knowledge, the extent of discovery on the merits, and other factors that bear on the ability to assess the probable outcome of a trial on the merits of liability and individual damages; the existence and probable outcome of claims by other classes and subclasses; the comparison between the results achieved by the settlement for individual class or subclass members and the results achieved—or likely to be achieved—for other claimants; whether class or subclass members are accorded the right to opt out of the settlement; whether any provisions for attorneys’ fees are reasonable; and whether the procedure for processing individual claims under the settlement is fair and reasonable.

In re Prudential, 148 F.3d at 323. Trial courts are generally afforded broad discretion in determining whether to approve a proposed class action settlement. *Eichenholtz v. Brennan*, 52 F.3d 478, 482 (3d Cir. 1995).

Thus, this Court is now asked to ascertain whether the proposed Settlement is within a “range of reasonableness” which experienced attorneys could accept in light of the relevant risks of the litigation. *See Walsh v. Great Atlantic and Pacific Tea Co.*, 96 F.R.D. 632, 642 (D.N.J. 1983), *aff’d*, 726 F.2d 956 (3d Cir. 1983). In determining what falls within this range, the Court should bear in mind “the uncertainties of law and fact in any particular case and the concomitant risks and costs necessarily inherent in taking any litigation to completion [.]” *Serrano*, 711 F. Supp. 2d at 414 (quoting *Newman v. Stein*, 464 F.2d 689, 693 (2d Cir. 1972)).

Recognizing that a settlement represents an exercise of judgment by the negotiating parties, courts have consistently held that the function of a judge reviewing a settlement is neither to rewrite the settlement agreement reached by the parties nor to try the case by resolving the issues intentionally left unresolved. *Bryan v. Pittsburgh Plate Glass Co.*, 494 F.2d 799, 804 (3d Cir. 1974). Because a settlement represents the result of a process by which opposing parties attempt to weigh and balance the factual and legal issues that neither side chooses to risk taking to final resolution, courts give considerable weight to the views of experienced counsel as to a settlement’s merits. *See Lake v. First Nationwide Bank*, 900 F. Supp. 726, 732 (E.D. Pa. 1995) (“Significant

weight should be attributed to the belief of experienced counsel that settlement is in the best interest of the class.”).

Here, experienced Class Counsel believes that the Settlement, as structured and contemplated by the parties, with the help of a neutral and experienced mediator, Ross Stoddard, represents an educated and eminently reasonable resolution of the dispute. An evaluation of the relevant factors demonstrates that the Settlement fits well within the range of reasonableness and should be approved.

1. *The Complexity, Expense, and Likely Duration of the Litigation*

Absent the Settlement, the parties would have to proceed to summary judgment proceedings and ultimately, perhaps to trial. While Plaintiff believes that she would prevail on all issues, there is at least some risk she would not. *See Chakejian v. Equifax Info. Servs., LLC*, 275 F.R.D. 201, 212 (E.D. Pa. 2011) (finding that this factor favored settlement when plaintiff would have to prove FCRA willfulness at trial, notwithstanding a relatively straightforward fact pattern) (citing *Reibstein v. Rite Aid Corp.*, 761 F. Supp. 2d 241, 251-52 (E.D. Pa. 2011)).

Even if Plaintiff were to defeat a motion for summary judgment, a lengthy and expensive trial would most likely ensue. Trial preparation on both sides would be necessary and a jury trial would eventually be before the Court. Appeals from any result reached may be reasonable expected. Avoidance of this unnecessary expenditure of time and resources clearly benefits all parties. *Chakejian*, 275 F.R.D. at 212; *see also In re General Motors Pick-Up Truck Fuel Tank Products Liab. Litig.*, 55 F.3d 768, 812 (3d Cir. 1995) (concluding that lengthy discovery and ardent opposition from the defendant with “a plethora of pretrial motions” were facts favoring settlement, which offers immediate benefits and avoids delay and expense).

2. *The Reaction of the Class to the Settlement*

As set forth above, notice has been directly mailed to members of the Settlement Class

advising them of the terms of the Settlement and their right to exclude themselves from the Class. The deadline for Class members to exclude themselves and to object was February 18, 2023. *See* Ex. A, Barkan Decl., at ¶ 13. As of that date, the Settlement Administrator had received only one exclusion request. *Id.* at ¶ 14. Only one class member submitted an objection to the Settlement, *id.* at ¶ 15, which, for the reasons set forth in Section III.C, *infra*, should be overruled.

In sum, the reaction of the nearly 12,000-member Class is convincing evidence of the proposed settlement’s fairness and adequacy. *See Stoner v. CBA Info. Servs.*, 352 F. Supp. 2d 549, 552 (E.D. Pa. 2005) (noting a “more than favorable class reaction” in the face of 5 objections, 18 opt-outs, and a 11,980–person class); *Chakejian*, 275 F.R.D. at 212 (“Seven opt outs and two objectors in a class of nearly forty thousand . . . weighs in favor of this settlement.”); *Stoetzner v. U.S. Steel Corp.*, 897 F.2d 115, 118-119 (3d Cir. 1990) (“only” 29 objections in 281-member class “strongly favors settlement”); *Prudential*, 148 F.3d at 318 (affirming conclusion that class reaction was favorable where 19,000 policyholders out of 8 million opted out and 300 objected).

3. *The Stage of Proceedings and Amount of Discovery Completed*

After more than four years of hotly contested litigation, this matter proceeded to a stage at which both Parties’ counsel developed a thorough understanding of the complexity of the issues and the strengths and weaknesses of their respective claims, defenses, and strategies. *See In re Prudential*, 148 F.3d at 319 (“The parties must have an ‘adequate appreciation of the merits of the case before negotiating.’”) (citing *In re Gen. Motors*, 55 F.3d at 813). The Settlement in this matter occurred only after the parties conducted years of detailed discovery concerning Rule 23 elements and the merits of Plaintiff’s claim, contested motions practice, including an appealed motion for class certification, and extensive arms-length negotiations with the assistance of Ross Stoddard, a well-respected private mediator. As a result of the parties’ efforts, the litigation had reached the stage where “the parties certainly [had] a clear view of the strengths and weaknesses of their

cases.” *Bonett v. Education Debt Svcs., Inc.*, No. 01-cv-6528, 2003 WL 21658267, at *6 (E.D. Pa. 2003) (quoting *In re Warner Commc’ns Sec. Litig.*, 618 F. Supp. 735, 745 (S.D.N.Y. 1985), *aff’d*, 798 F.2d 35 (2d Cir. 1986)). This factor favors final approval of the Settlement.

4. *The Risks of Establishing Liability*

The risk of establishing liability is another important factor warranting final approval of the Settlement. To prevail at trial, Plaintiff would need to succeed on her claims that the Defendant’s actions violated the FCRA and that such actions were knowing or reckless. *Safeco Ins. Co. of Am. v. Burr*, 551 U.S. 47, 56–57 (2007) (willfulness standard is not met “unless the action is not only a violation [of the FCRA] under a reasonable reading of the statute’s terms, but shows that the company ran a risk of violating the law substantially greater than the risk associated with a reading that was merely careless.”). While Plaintiff strongly believes that the Defendant’s actions were minimally reckless and was prepared to take on these burdens and make substantial arguments opposing Defendant’s positions, she also recognizes the not insignificant risk that the Court or a jury might not make such a finding. *See* ECF 149, Defendant’s Response in Support of Plaintiff’s Motion for Preliminary Approval of the Class Settlement, at 4, 17-20. This factor supports final approval of the Settlement. *See Chakejian*, 275 F.R.D. at 213 (citing *Safeco* standard as reason to finally approve FCRA class action settlement).

5. *The Risks of Establishing Damages*

Even if Plaintiff were to overcome the liability obstacles noted above, there are also closely related risks regarding damages because the FCRA statutory damages of between \$100 and \$1,000 that Plaintiff sought for the Class are only available upon proof that Defendant’s conduct was willful. 15 U.S.C. § 1681n(a)(1)(A); *Safeco*, 551 U.S. at 69. By virtue of the proposed Settlement, Plaintiff not only avoids such risks, but also obtains approximately 30% of the available statutory damages for Class members net of all requested attorneys’ fees and costs and related expenses. In

light of this uncertainty as to the amount of any potential damages award, a settlement providing benefits valued at \$6.35 million, namely automatic cash payments to the nearly 12,000 Class members without the need to file a claim, is an excellent result. *See* Section III.B.8, *infra* (addressing reasonableness of settlement in light of best possible recovery).

Furthermore, the Settlement provides substantial practice changes that will benefit all Settlement Class members as well as others in the future, notwithstanding limitations on the Court's ability to award injunctive relief under the FCRA. *See* ECF 147-2, Settlement Agreement, at § 4.2.1.

Thus, this Settlement avoids the litigation risk to the Settlement Class and secures tangible and useful relief that may not be obtainable after trial. "The risk of no or a lower damages award at trial," supports final approval of the Settlement. *Chakejian*, 275 F.R.D. at 214.

6. *The Risks of Maintaining the Class Action through Trial*

The Settlement comes after Plaintiff successfully moved for class certification, which Defendant vigorously opposed, including the pursuit of an interlocutory appeal under Rule 23(f). Later, after the Supreme Court's ruling in *TransUnion LLC v. Ramirez*, 141 S.Ct. 2190 (2022), Defendant moved for decertification/reconsideration of the Class, which the Court denied. ECF 96. The Settlement allows Plaintiff to avoid the delay and expense of any additional proceedings associated with the Court's certification ruling that could occur, for example, after trial on appeal. This factor favors final approval as well.

7. *The Ability of the Defendant to Withstand a Greater Judgment*

The ability of a defendant to withstand a greater judgment is a particularly relevant consideration "where a settlement in a given case is less than would ordinarily be awarded but the defendant's financial circumstances do not permit a greater settlement." *Reibstein*, 761 F. Supp. 2d at 254. Here, this factor is neutral as in many other cases. *See, e.g., Chakejian*, 275 F.R.D. at

214-15 (recovery to plaintiffs and class via settlement may still be considered fair even if a defendant could have paid more).

8. *The Reasonableness of the Settlement in Light of the Best Possible Recovery and All the Attendant Risks of Litigation*

These last two *Girsch* factors, often analyzed in conjunction, confirm that the parties' settlement should be approved. Upon consideration of the contested questions of fact and law present in this litigation, the value of the proposed Settlement substantially outweighs the mere possibility of future relief. The expense of a trial and the use of judicial resources and the resources of the parties would have been substantial. Moreover, as liability is contested, it would not be unusual that any judgment entered would have been the subject of post-trial motions and appeals, further prolonging the litigation and reducing the value of any recovery. Thus, a settlement is advantageous to all concerned because an appeal could seriously and adversely affect the scope of an ultimate recovery, if not the recovery itself for some if not all Class members. *See, e.g., TransUnion LLC*, 141 S.Ct. at 2200 (vacating and remanding due to lack of standing for approximately 75% of previously certified class).

While Plaintiff is confident of her ability to prevail at trial, no final adjudication has been made as to the validity of her claims and Defendant has continued to deny all liability and allegations of wrongdoing. Thus, courts have held that in cases where monetary relief is sought, "the present value of the damages plaintiffs would likely recover if successful, appropriately discounted for the risk of not prevailing, should be compared with the amount of the proposed settlement." *In re Gen. Motors*, 55 F.3d at 806 (quoting *Manual for Complex Litigation (Second)* § 30.44, at 252 (1985)). Precise value determinations, however, are not necessary. *In re Pet Food Prods. Liability Litig.*, 629 F.3d 333, 355 (3d Cir. 2010).

With respect to the monetary recover for Class members that the Settlement provides,

Plaintiff believes the proposed Settlement is well within the range of reasonableness and should be approved. FCRA statutory damages range from \$100 to \$1,000 and each Class member may expect to receive, net of attorneys' fees and costs and other expenses, more than \$300. This result is in line with other finally approved FCRA settlements. *See, e.g., Chakejian*, 275 F.R.D. at 215 (credit monitoring recovery represented 30% of the maximum possible statutory damages amount).

In other contexts, too, courts have approved settlements providing fractions of the best possible recoveries. *See, e.g., In re Corel Corp. Sec. Litig.*, 293 F. Supp. 2d 484, 489–90 (E.D. Pa. 2003) (15% recovery reasonable); *In re Greenwich Pharmaceutical Sec. Litig.*, No. 92-cv-3071, 1995 WL 251293, at *5 (E.D. Pa. Apr. 26, 1995) (finding 4.3 million settlement within the range of reasonableness where plaintiff's estimate of \$100 million in damages "must be tempered by Defendants' repeated and vigorous claim of no damages."); *In re Ikon Office Sols., Inc. Sec. Litig.*, 194 F.R.D. 166, 183-84 (E.D. Pa. 2000) (approval of settlement that provided 5.2% of best possible recovery). Thus, Plaintiff has obtained a very reasonable benefit for the Settlement Class.

Moreover, Plaintiff has achieved what is in effect a settlement injunction, requiring Defendant to improve its practices in the future.

The Settlement allows Plaintiff to avoid the risks described above, ensures an immediate monetary benefit to the Settlement Class, and protects future rental applicants. It should be finally approved.

9. Prudential Considerations

The relevant *Girsh/Prudential* factors also indicate that the Settlement should be approved. The underlying substantive issues are mature in light of the experience of the attorneys, extent of discovery, posture of the case, and mediation efforts undertaken. Class members may opt out of the Settlement. Moreover, Class members need not take any action to obtain their *pro rata* portion

of the recovery, which will be automatically mailed to them, and Plaintiff submits that the requested attorney's fees requested are reasonable. Finally, it bears repeating that the Settlement brings about sought-after changes in Defendant's practices that will affect many rental applicants in the future.

C. The Sole Objection Should Be Overruled

Class member April Steele submitted correspondence that purports to object to the Settlement (the "Steele Objection"). Ex. A, Barkan Decl., at ¶ 15; Ex. B, Steele Objection. The Steele Objection should be overruled for several reasons.

As a threshold matter, the *pro se* Steele Objection fails to comply with the requirements set forth in the settlement agreement and preliminary approval order for stating a proper objection. ECF 147-2 at 17 (setting forth six requirements for valid objections). Indeed, the Steele Objection does not identify any witnesses or exhibits and, as set forth below, does not identify any legal basis for objecting to the Settlement. *See, e.g., In re Flonase Antitrust Litig.*, 291 F.R.D. 93, 100 (E.D. Pa. 2013) (striking procedurally deficient objections); *In re Am. Invs. Life Ins. Co. Annuity Mktg. & Sales Pracs. Litig.*, 263 F.R.D. 226, 244 (E.D. Pa. 2009) (overruling unsubstantiated objections).

Substantively, the Steele Objection appears to take issue with Class Counsel's fee request but fails to present any specific argument that has been recognized by the Third Circuit Court of Appeals as a valid basis for declining final approval of a class action settlement. As set forth in Plaintiff's Motion for Attorney Fees and Reimbursement of Expenses and for a Service Award to the Class Representative, the attorneys' fees and costs Class Counsel seeks are reasonable and within the Third Circuit's bounds for percentage of the fund fee requests. *See* ECF 153-1 at 6-13; *see also Kelly v. Bus. Info. Grp., Inc.*, No. CV 15-6668, 2019 WL 414915, at *17 (E.D. Pa. Feb. 1, 2019) (approving Class Counsel's request for one-third of settlement fund where settlement included monetary relief for class members and defendant practice changes).

The Steele Objection also appears to take issue with Plaintiff's request for a Service Award, but her request is eminently reasonable in light of her extensive and lengthy commitment to prosecuting this matter on behalf of the class and Settlement Class. *See id.* at 5-6. The \$10,000 Service Award Plaintiff has requested is hardly outside the realm of reasonableness. *See Sapp v. Experian Info. Sols., Inc.*, No. CIV.A. 10-4312, 2013 WL 2130956, at *3 (E.D. Pa. May 15, 2013) (approving \$15,000 in compensation for named plaintiff).

The Steele Objection further incorrectly suggests that Class Counsel "didn't even fix the problem or come up with a solution," Ex. B at 1, and that "nothing is changing or being fixed," *id.* at 2, but this ignores the practices changes to which Defendant agreed as a part of the Settlement as well as the corrections made to Class members' stale eviction records after their disputes. *See* ECF 147-2 at 10-13, § 4.2.1. Indeed, information provided in discovery confirms that RealPage addressed Ms. Steele's dispute of a stale eviction record and brought its reporting up to date on or about August 17, 2017. Plaintiff's counsel has sought to obtain from Defendant a more recent copy of Ms. Steele's report to assure themselves that the correct eviction reporting, if any, is accurate now, but as of the day of this filing counsel does not have a copy of a more recent report, but expects to have one from defense counsel by the March 20, 2023 final approval hearing in this matter.

The Steele Objection raises additional, irrelevant arguments, which are directed toward what appear to be other consumer reporting agencies (*e.g.*, "all 3 credit Bureaus") and concern other sorts of credit information not at issue here. Generalized complaints provide no basis for declining to finally approve the Settlement. *See Kelly*, 2019 WL 414915, at *11 (overruling "objections" that "were not to the terms of the Settlement *per se* but to [defendant's] business practices generally and to the impact of credit reporting or public record reporting in our society.")

Finally, concerning the Steele Objection's reference to Ms. Steele's attempts to contact Class Counsel, *id.* at 2, it should be noted that records indicate that Ms. Steele called Class Counsel on January 18 and 20. One of Class Counsel's paralegals called Ms. Steele and left two voicemails on January 20. No response was received from Ms. Steele prior to the Settlement Administrator's notification that it had received the Steele Objection on February 6. One of Class Counsel's attorneys called Ms. Steele and spoke with her at length on February 7, including to share the available information about the August 2017 dispute result.

In sum, the Steele Objection, while sympathetic, lacks factual support or legal merit, and should be overruled.

IV. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that this Court grant the instant motion, overrule the Steele Objection, and enter the proposed Order filed herewith.

DATED: February 27, 2023

Respectfully submitted,

PATRICIA MCINTYRE, *by her attorneys,*

/s/John Soumilas

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Lauren KW Brennan, Esq.

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FRANCIS MAILMAN SOUMILAS, P.C.

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jsartell@consumerlawfirm.com

EXHIBIT A

**IN THE STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

PATRICIA MCINTYRE,

Plaintiff,

v.

REALPAGE, INC.,

Defendant.

Case No. 2:18-cv-03934

**DECLARATION OF FRANK BARKAN
IN CONNECTION WITH NOTICE DISSEMINATION**

Frank Barkan, pursuant to 28 U. S. C. § 1746, hereby declares and states as follows:

1. I am member of Continental DataLogix LLC (“Continental”), which was appointed to aid in giving notice to potential Class Members and I was responsible for overseeing the dissemination of notices to members of the Class.

2. Pursuant to the Order dated December 16, 2022, which granted the Plaintiff’s Unopposed Motion for Notice to the Settlement Class, Continental was appointed as the Settlement Administrator in this case.

3. Continental was provided with data containing names and addresses for 11,823 Class Members.

CAFA Notice

4. On December 2, 2022, pursuant to 28 U.S.C. §1715, at the direction of counsel for the Defendant RealPage, Inc., Continental caused Notice of this Settlement and related materials (“CAFA Notice”) to be sent to the Attorneys General of 56 states and territories, as well as the Attorney General of the United States.

Mailing of the Notice

5. In preparation for the notice mailing, Continental processed the mailing addresses through the search firm LexisNexis in an effort to locate updated addresses. This process resulted in 11,101 updated addresses. In addition, the addresses were also run through the United States Postal Service's ("USPS") National Change of Address ("NCOA") database. The NCOA process provided updated addresses for Class Members who have submitted a change of address with the USPS in the last 48 months, and the process also standardized the addresses for mailing. Continental then prepared a mail file of Class Members that were to receive the notices via First Class Mail.

6. Continental coordinated the mailing of the Notice ("Exhibit A") on January 6, 2023 to 11,823 Class Members.

Emailing of the Notice

7. Of the 11,823 names that appeared on the mailing list, valid email addresses were provided for 10,753 Class members. Continental arranged for the transmission of the Email Notice ("Exhibit B") to 10,753 Class Members via email on January 6, 2023.

Mailed Notice Undeliverables

8. As of the close of business on February 20, 2023, Continental received 1,196 Notices returned by the USPS as undeliverable with no forwarding address, which have been processed and their addresses were sent to TLO, a TransUnion search service, in an attempt to locate an updated mailing address. Notices were re-mailed to 783 records with updated addresses.

9. As of the close of business on February 20, 2023, Continental received 11 Notices returned by the USPS as undeliverable with a forwarding address and they were promptly re-mailed.

Email Notice Undeliverables

10. Continental continuously monitored the delivery status of all email Notices to identify those that were returned undeliverable. As of February 26, 2023, of the 10,753 emails sent, 519 were identified as undeliverable.

Notice Summary

11. In summary, the total number of Class Members who are presumed to have successfully received Notice is as follows:

Total Original Mailing List:	<u>11,823</u>	
<u>Mail Notice Only (No Email):</u>		
Mailing:	1,070	
Less: Undeliverable:	(67)	
Total presumed delivered:	1,003	
<u>E-mail Notice Only (No Mail):</u>	0	
<u>Mail Notice and E-mail Notice:</u>		
Mailing/Emailing:	10,753	
Less: Undeliverable:	(35)	
Total presumed delivered:	<u>10,718</u>	
<u>Total Class Members:</u>	<u>11,721</u>	99.1%

Website

12. An informational website (<https://www.McIntyreClassAction.com>) was created and made available on January 1, 2023. The website provides Class Members with the ability to send email inquiries and contains the following:

- Plaintiff’s Class Action Complaint
- Settlement Agreement
- Preliminary Approval Order
- [Proposed] Consent Injunctive Relief Order
- Notice
- Notice (En Español)
- Plaintiff’s Motion for Service Award, Award of Attorneys’ Fees, and Reimbursement of Expenses to Class Counsel
- Contact Information for the Settlement Administrator and Class Counsel
- Important Dates

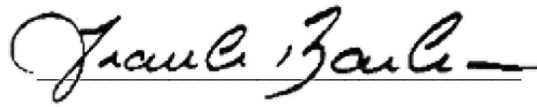
Exclusion and Objection Requests

13. The postmark deadline for requesting exclusion from the Class or filing a written notice of objection is February 18, 2023.

14. As of the close of business on February 26, 2023, Continental has received one exclusion request. A list reflecting the valid exclusion request is attached (“Exhibit C”).

15. As of the close of business on February 26, 2023, Continental has received one objection to the Settlement. A list reflecting the objection is attached (“Exhibit D”).

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 27th day of February 2023.

A handwritten signature in black ink that reads "Frank Barkan" with a horizontal line extending to the right.

Frank Barkan

EXHIBIT A

A proposed class action settlement may affect your rights.

A federal court authorized this notice. This is not a solicitation from a lawyer. You are not being sued.

- There is a proposed settlement in a class action lawsuit entitled *Patricia McIntyre v. RealPage, Inc., d/b/a On-Site*, No. 2:18-CV-03934, which claims that RealPage, Inc. and/or RP On-Site LLC (collectively, “RealPage”) violated the Fair Credit Reporting Act (“FCRA”).
- The plaintiff alleges claims on behalf of a certified class (the “Class”) asserting that RealPage willfully violated the FCRA by failing to report up-to-date information pertaining to the disposition of certain eviction cases. RealPage denies plaintiff’s allegations, and it denies that RealPage is liable to plaintiff or any of the class members.
- If you do not opt-out of the proposed settlement, then you will receive a cash payment. Whether you act or not, your legal rights are affected by the proposed settlement. Your rights and options – and the deadlines to exercise them – are explained in this notice. Please read this notice carefully in its entirety.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS PROPOSED SETTLEMENT		
Your Rights and Options	What to Do	Deadlines to Do It
Object to the settlement	Write to the Court about why you do not like the proposed settlement; for more information regarding objecting, please read Section 9 below.	Postmarked on or before February 18, 2023
Opt-out of the settlement	Write to the Settlement Administrator stating that you do not wish to participate in the proposed settlement. If you validly opt-out, you will not receive any monetary payments from the settlement.	Postmarked on or before February 18, 2023
Do Nothing	You are not required to take any action to receive the benefits of the proposed settlement. If the proposed settlement is finally approved and you do not opt-out, then you will receive payment and be bound by the Court’s final judgment and the release of claims in the Settlement Agreement.	None

1. Does this Notice apply to me?

If, from September 12, 2016 to February 28, 2022, you were the subject of a tenant screening report sold by RealPage that contained information about an eviction proceeding, but which failed to state that the eviction proceeding had been withdrawn, dismissed, vacated, satisfied or otherwise resulted in a favorable disposition or had no judicial finding against you, as that eviction proceeding is reflected in court records publicly available at the time of the report, then you are included in this settlement as a “Class Member.” Records from RealPage reflect that you are a Class Member.

This notice informs you about the proposed settlement and your rights. Before any final judgment is entered, the Court will have a hearing to decide whether to finally approve the proposed settlement. The proposed settlement will be only finally approved after any objections or appeals are resolved. If the proposed settlement is finally approved, then you will benefit from the relief provided by the proposed settlement. If the proposed settlement is final approved, then you will also be bound by the release and other provisions of the proposed settlement. This notice is only a summary of the proposed settlement. More details about the proposed settlement are available in a longer document called the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting www.McIntyreClassAction.com.

2. What is this lawsuit about?

The class action lawsuit is known as *Patricia McIntyre v. RealPage, Inc., d/b/a On-Site*, Case No. 2:18-CV-03934, and is pending in the United States District Court for the Eastern District of Pennsylvania, with Judge Chad Kenney presiding. The individual who sued is called the Plaintiff; the company that she sued is called the Defendant. The Plaintiff is Patricia McIntyre. The Defendant is RealPage, Inc. d/b/a On-Site.

The lawsuit alleges that RealPage willfully violated the FCRA by failing to report up-to-date information pertaining to the disposition of certain eviction cases. RealPage denies plaintiff’s allegations and denies that RealPage is liable to plaintiff or any of the class members. RealPage has asserted many defenses, including that it followed reasonable procedures in obtaining and reporting eviction information. The Court has not decided whether either side is right or wrong. Instead, both sides agreed to the settlement to resolve the case and provide benefits to the class.

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

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

For the period beginning two (2) years prior to the filing of the Class Action Complaint and continuing through February 28, 2022, all natural persons with an address in the United States and its Territories who were (a) the subject of a tenant screening report prepared by Defendant that (b) contained information about an eviction proceeding, but which (c) failed to state that the eviction proceeding had been withdrawn, dismissed, vacated, satisfied or otherwise resulted in a favorable disposition or had no judicial finding against the consumer who was the subject of a tenant screening report, as that eviction proceeding is reflected in court records publicly available at the time of Defendant’s tenant screening report (the “Class”).

Because you have received this notice, you have been identified as a Class Member based on the business records maintained by RealPage.

4. What benefits does the proposed settlement provide?

The proposed settlement benefits include both monetary and injunctive relief. An injunction occurs when a court orders a person to do or not to do something. In particular, the settlement provides for the following benefits.

The proposed settlement establishes a settlement fund (the “Settlement Fund”) for payments to Class Members. The Settlement Fund will contain \$6,350,000.00 and, net of any award of attorneys’ fees and costs, costs of notice and administration, and service award, shall be automatically divided between all Class Members. Your estimated payment will be at least \$300.00. The proposed settlement also provides that RealPage will agree to make the certain changes to its practices, which are described in the “Consent Injunctive Relief Order” available on the settlement website.

No class members will have to pay or buy anything to benefit from the relief provided by the settlement.

5. How does the proposed settlement affect my rights?

In general terms, if the proposed settlement is finally approved by the Court, then you will be giving up the right to file a lawsuit against RealPage, Inc. or its related companies (including RP On-Site LLC) for certain claims regarding the reporting of up-to-date information pertaining to the disposition of certain eviction cases. Specifically, you will be giving up the right to bring any claims resulting from, arising out of, or regarding the accuracy of certain eviction cases disposition information, in tenant screening reports published by RealPage during the class period. You will be giving up all such claims whether or not you know about them.

The precise terms of the dismissal and release are explained in the full Settlement Agreement, which you can view on the settlement website, www.McIntyreClassAction.com.

The Court’s order will apply to you even if you object to the settlement or have any other claim, lawsuit, or proceeding pending against RealPage. If you have any questions about the release, then you should visit www.McIntyreClassAction.com for more information or consult with a lawyer. See Section 7 below for more information regarding your options in seeking legal advice concerning the settlement.

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

Yes. You have the opportunity to “opt-out” of the proposed settlement by submitting a written request for exclusion to McIntyre v. RealPage, Inc., c/o Settlement Administrator at P.O. Box 16, West Point, Pennsylvania 19486, postmarked no later than February 18, 2023. To be valid, a request for exclusion must be personally signed and must include: (i) your name, address and telephone number; (ii) and a statement substantially to the effect that: “I request to be excluded from the Class in *Patricia McIntyre v. RealPage, Inc., d/b/a On-Site*, No. 2:18-CV-03934, United States District Court, Eastern District of Pennsylvania.” Notwithstanding the foregoing, no person within the Class may submit a request for exclusion for any other person in the Class.

If you timely submit a valid request for exclusion, then you will exclude yourself from the Class and will not be bound by further orders or judgments in the Litigation, subject to Court approval. You will preserve your ability to independently pursue, at your own expense, any individual, non-class, non-representative claims that you claim to have against RealPage. No person who has opted out of the settlement may object to any part of the settlement or its proposed approval.

Additionally, because the settlement is being reached as a compromise to resolve this litigation, including before a final determination of the merits of any issue in this case, if you exclude yourself from the class, you will not be able to invoke the doctrines of *res judicata*, collateral estoppel, or any state law equivalents to those doctrines in connection with any further litigation against RealPage in connection with the claims being settled. Please consult legal counsel for further clarification in this regard, as needed.

7. Do I have a lawyer in this case?

Yes. The Court approved the following individuals to represent you and the other Class Members: James A. Francis, John Soumilas, Lauren KW Brennan, and Jordan M. Sartell of Francis Mailman Soumilas, P.C. at 1600 Market Street, Suite 2510, Philadelphia, Pennsylvania 19103. They can be reached by telephone at (877) 735-8600.

The Court has appointed these lawyers as “Class Counsel.” You will not be charged for these lawyers.

You may hire your own attorney, if you so choose, but you will be personally responsible for your attorney’s fees and expenses.

8. How will the lawyers be paid? What will the Named Plaintiff receive?

The attorneys representing the Class have handled this case on a contingency basis. To date, they have not been paid anything for their work. Class Counsel will request that the Court award attorneys’ fees and expenses for the time and effort they have spent on this case.

The amount requested by Class Counsel will be \$2,116,666.67. Class Counsel will also request a service award for the Named Plaintiff of \$10,000.00.

Any approved amount of attorneys’ fees and expenses or Named Plaintiff service awards will be paid from the settlement fund, and no Class Member will owe or pay anything directly for the attorneys’ fees and expenses of Class Counsel.

9. How do I tell the Court if I do not agree with the proposed settlement?

If you are a Class Member, then you can object to the proposed settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views.

To object to the settlement, you must file your objection in writing with the Clerk of Court no later than February 18, 2023. You must also provide a copy of your objection to McIntyre v. RealPage, Inc., c/o Settlement Administrator at P.O. Box 16, West Point, Pennsylvania 19486. The objection must include the following: (1) your full name, address and current telephone number; (2) the name and telephone number of your counsel, if you are represented by an attorney; (3) all objections and the basis for any such objections stated with specificity, including a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (4) the identity of any witnesses you may call to testify; (5) a listing of all exhibits you intend to introduce into evidence at the Final Approval Hearing, if any, as well as true and correct copies of all exhibits; and (6) a statement of whether you intend to appear at the Final Approval Hearing, either with or without counsel.

If you fail to timely file and serve a written objection, you shall not be permitted to object to the approval of the settlement and shall be foreclosed from seeking any review of the settlement or the terms of the Settlement Agreement by appeal or other means.

You will not be permitted to object to the settlement if you decide to timely exclude yourself from the settlement.

10. When and where will the Court decide whether to finally approve the proposed settlement?

The Court will hold a final approval hearing on March 20, 2023, at 8:30 a.m., before the Hon. Chad Kenney, in the United States District Court for the Eastern District of Pennsylvania in Philadelphia, Pennsylvania. At this hearing, the Court will consider whether the proposed settlement is fair, reasonable, and adequate. The Court will consider all timely and proper objections. You do not have to attend the hearing.

The Court may also decide how much to award Class Counsel and the Named Plaintiff. After the hearing, the Court will decide whether to finally approve the proposed settlement.

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

11. How do I get more information?

This notice is only a summary of the proposed settlement. More details about the proposed settlement, the date when appeals are no longer allowed and the settlement is final, deadlines for certain actions, and your options are available in a longer document called the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting www.McIntyreClassAction.com. The website also contains answers to common questions about the proposed settlement. In addition, some of the key documents in the case will be posted on the website. You can also write or call Class Counsel at the contact information listed above.

PLEASE DO NOT CONTACT THE COURT OR DEFENDANT'S COUNSEL.

**PLEASE DIRECT ALL INQUIRIES TO THE SETTLEMENT ADMINISTRATOR AND/OR
CLASS COUNSEL LISTED ABOVE.**

EXHIBIT B

From: [McIntyre v. RealPage Settlement Administrator](#)
 To: [Class Member](#)
 Subject: You could receive up to \$300 in a class action settlement - Legal Notice re: McIntyre v. RealPage
 Date: Friday, January 6, 2023 9:00:00 AM

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

A proposed class action settlement may affect your rights.

A federal court authorized this notice. This is not a solicitation from a lawyer. You are not being sued.

Your Access Code: **MC-ABCD123**

Your Contact Information: **JOHN DOE
1234 MAIN STREET APT 44
PHILADELPHIA, PA 19001-1234**

ID 00001

Please visit the website, www.McIntyreClassAction.com to update your contact information.

- There is a proposed settlement in a class action lawsuit entitled *Patricia McIntyre v. RealPage, Inc., d/b/a On-Site*, No. 2:18-CV-03934, which claims that RealPage, Inc. and/or RP On-Site LLC (collectively, “RealPage”) violated the Fair Credit Reporting Act (“FCRA”).
- The plaintiff alleges claims on behalf of a certified class (the “Class”) asserting that RealPage willfully violated the FCRA by failing to report up-to-date information pertaining to the disposition of certain eviction cases. RealPage denies plaintiff’s allegations, and it denies that RealPage is liable to plaintiff or any of the class members.
- If you do not opt-out of the proposed settlement, then you will receive a cash payment. Whether you act or not, your legal rights are affected by the proposed settlement. Your rights and options – and the deadlines to exercise them – are explained in this notice. Please read this notice carefully in its entirety.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS PROPOSED SETTLEMENT		
Your Rights and Options	What to Do	Deadline to Do It
Object to the settlement	Write to the Court about why you do not like the proposed settlement; for more information regarding objecting, please read Section 9 below.	Postmarked on or before February 18, 2023
Opt-out of the settlement	Write to the Settlement Administrator stating that you do not wish to participate in the proposed settlement. If you validly opt-out, you will not receive any monetary payments from the settlement.	Postmarked on or before February 18, 2023
Do Nothing	You are not required to take any action to receive the benefits of the proposed settlement. If the proposed settlement is	None

	finally approved and you do not opt-out, then you will receive payment and be bound by the Court's final judgment and the release of claims in the Settlement Agreement.	
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1. Does this Notice apply to me?

If, from September 12, 2016 to February 28, 2022, you were the subject of a tenant screening report sold by RealPage that contained information about an eviction proceeding, but which failed to state that the eviction proceeding had been withdrawn, dismissed, vacated, satisfied or otherwise resulted in a favorable disposition or had no judicial finding against you, as that eviction proceeding is reflected in court records publicly available at the time of the report, then you are included in this settlement as a “Class Member.” Records from RealPage reflect that you are a Class Member.

This notice informs you about the proposed settlement and your rights. Before any final judgment is entered, the Court will have a hearing to decide whether to finally approve the proposed settlement. The proposed settlement will be only finally approved after any objections or appeals are resolved. If the proposed settlement is finally approved, then you will benefit from the relief provided by the proposed settlement. If the proposed settlement is final approved, then you will also be bound by the release and other provisions of the proposed settlement. This notice is only a summary of the proposed settlement. More details about the proposed settlement are available in a longer document called the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting www.McIntyreClassAction.com.

2. What is this lawsuit about?

The class action lawsuit is known as *Patricia McIntyre v. RealPage, Inc., d/b/a On-Site*, Case No. 2:18-CV-03934, and is pending in the United States District Court for the Eastern District of Pennsylvania, with Judge Chad Kenney presiding. The individual who sued is called the Plaintiff; the company that she sued is called the Defendant. The Plaintiff is Patricia McIntyre. The Defendant is RealPage, Inc. d/b/a On-Site.

The lawsuit alleges that RealPage willfully violated the FCRA by failing to report up-to-date information pertaining to the disposition of certain eviction cases. RealPage denies plaintiff's allegations and denies that RealPage is liable to plaintiff or any of the class members. RealPage has asserted many defenses, including that it followed reasonable procedures in obtaining and reporting eviction information. The Court has not decided whether either side is right or wrong. Instead, both sides agreed to the settlement to resolve the case and provide benefits to the class.

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

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

For the period beginning two (2) years prior to the filing of the Class Action Complaint and continuing through February 28, 2022, all natural persons with an address in the United States and its Territories who were (a) the subject of a tenant screening report prepared by Defendant that (b) contained information about an eviction proceeding, but which (c) failed to state that the eviction proceeding had been withdrawn, dismissed, vacated, satisfied or otherwise resulted in a favorable disposition or had no judicial finding against the consumer who was the subject of a tenant screening report, as that eviction proceeding is reflected in court records publicly available at the time of Defendant's tenant screening report (the “Class”).

Because you have received this notice, you have been identified as a Class Member based on the business records maintained by RealPage.

4. What benefits does the proposed settlement provide?

The proposed settlement benefits include both monetary and injunctive relief. An injunction occurs when a court orders a person to do or not to do something. In particular, the settlement provides for the following benefits.

The proposed settlement establishes a settlement fund (the “Settlement Fund”) for payments to Class Members. The Settlement Fund will contain \$6,350,000.00 and, net of any award of attorneys’ fees and costs, costs of notice and administration, and service award, shall be automatically divided between all Class Members. Your estimated payment will be at least \$300.00. The proposed settlement also provides that RealPage will agree to make the certain changes to its practices, which are described in the “Consent Injunctive Relief Order” available on the settlement website.

No class members will have to pay or buy anything to benefit from the relief provided by the settlement.

5. How does the proposed settlement affect my rights?

In general terms, if the proposed settlement is finally approved by the Court, then you will be giving up the right to file a lawsuit against RealPage, Inc. or its related companies (including RP On-Site LLC) for certain claims regarding the reporting of up-to-date information pertaining to the disposition of certain eviction cases. Specifically, you will be giving up the right to bring any claims resulting from, arising out of, or regarding the accuracy of certain eviction cases disposition information, in tenant screening reports published by RealPage during the class period. You will be giving up all such claims whether or not you know about them.

The precise terms of the dismissal and release are explained in the full Settlement Agreement, which you can view on the settlement website, www.McIntyreClassAction.com.

The Court’s order will apply to you even if you object to the settlement or have any other claim, lawsuit, or proceeding pending against RealPage. If you have any questions about the release, then you should visit www.McIntyreClassAction.com for more information or consult with a lawyer. See Section 7 below for more information regarding your options in seeking legal advice concerning the settlement.

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

Yes. You have the opportunity to “opt-out” of the proposed settlement by submitting a written request for exclusion to McIntyre v. RealPage, Inc., c/o Settlement Administrator at P.O. Box 16, West Point, Pennsylvania 19486, postmarked no later than February 18, 2023. To be valid, a request for exclusion must be personally signed and must include: (i) your name, address and telephone number; (ii) and a statement substantially to the effect that: “I request to be excluded from the Class in *Patricia McIntyre v. RealPage, Inc., d/b/a On-Site*, No. 2:18-CV-03934, United States District Court, Eastern District of Pennsylvania.” Notwithstanding the foregoing, no person within the Class may submit a request for exclusion for any other person in the Class.

If you timely submit a valid request for exclusion, then you will exclude yourself from the Class and will not be bound by further orders or judgments in the Litigation, subject to Court approval. You will preserve your ability to independently pursue, at your own expense, any individual, non-class, non-representative claims that you claim to have against RealPage. No person who has opted out of the settlement may object to any part of the settlement or its proposed approval.

Additionally, because the settlement is being reached as a compromise to resolve this litigation, including before a final determination of the merits of any issue in this case, if you exclude yourself from the class, you will not be able to invoke the doctrines of *res judicata*, collateral estoppel, or any state law equivalents to those doctrines in connection with any further litigation against RealPage in connection with the claims being settled. Please consult legal counsel for further clarification in this regard, as needed.

7. Do I have a lawyer in this case?

Yes. The Court approved the following individuals to represent you and the other Class Members: James A. Francis, John Soumilas, Lauren KW Brennan, and Jordan M. Sartell of Francis Mailman Soumilas, P.C. at 1600 Market Street, Suite 2510, Philadelphia, Pennsylvania 19103. They can be reached by telephone at (877) 735 8600.

The Court has appointed these lawyers as “Class Counsel.” You will not be charged for these lawyers.

You may hire your own attorney, if you so choose, but you will be personally responsible for your attorney’s fees and expenses.

8. How will the lawyers be paid? What will the Named Plaintiff receive?

The attorneys representing the Class have handled this case on a contingency basis. To date, they have not been paid anything for their work. Class Counsel will request that the Court award attorneys’ fees and expenses for the time and effort they have spent on this case.

The amount requested by Class Counsel will be \$2,116,666.67. Class Counsel will also request a service award for the Named Plaintiff of \$10,000.00.

Any approved amount of attorneys’ fees and expenses or Named Plaintiff service awards will be paid from the settlement fund, and no Class Member will owe or pay anything directly for the attorneys’ fees and expenses of Class Counsel.

9. How do I tell the Court if I do not agree with the proposed settlement?

If you are a Class Member, then you can object to the proposed settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views.

To object to the settlement, you must file your objection in writing with the Clerk of Court no later than February 18, 2023. You must also provide a copy of your objection to McIntyre v. RealPage, Inc., c/o Settlement Administrator at P.O. Box 16, West Point, Pennsylvania 19486. The objection must include the following: (1) your full name, address and current telephone number; (2) the name and telephone number of your counsel, if you are represented by an attorney; (3) all objections and the basis for any such objections stated with specificity, including a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (4) the identity of any witnesses you may call to testify; (5) a listing of all exhibits you intend to introduce into evidence at the Final Approval Hearing, if any, as well as true and correct copies of all exhibits; and (6) a statement of whether you intend to appear at the Final Approval Hearing, either with or without counsel.

If you fail to timely file and serve a written objection, you shall not be permitted to object to the approval of the settlement and shall be foreclosed from seeking any review of the settlement or the terms of the Settlement Agreement by appeal or other means.

You will not be permitted to object to the settlement if you decide to timely exclude yourself from the settlement.

10. When and where will the Court decide whether to finally approve the proposed settlement?

The Court will hold a final approval hearing on March 20, 2023, at 8:30 a.m., before the Hon. Chad Kenney, in the United States District Court for the Eastern District of Pennsylvania in Philadelphia, Pennsylvania. At this hearing, the Court will consider whether the proposed settlement is fair, reasonable, and adequate. The Court will consider all timely and proper objections. You do not have to attend the hearing.

The Court may also decide how much to award Class Counsel and the Named Plaintiff. After the hearing, the Court will decide whether to finally approve the proposed settlement.

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

11. How do I get more information?

This notice is only a summary of the proposed settlement. More details about the proposed settlement, the date when appeals are no longer allowed and the settlement is final, deadlines for certain actions, and your options are available in a longer document called the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting www.McIntyreClassAction.com. The website also contains answers to common questions about the proposed settlement. In addition, some of the key documents in the case will be posted on the website. You can also write or call Class Counsel at the contact information listed above.

PLEASE DO NOT CONTACT THE COURT OR DEFENDANT'S COUNSEL.

PLEASE DIRECT ALL INQUIRIES TO THE SETTLEMENT ADMINISTRATOR AND/OR CLASS COUNSEL LISTED ABOVE.

Questions -- call toll-free (877) 735-8600 or visit www.McIntyreClassAction.com
Para una notificación en Español, llamar o visitar nuestro sitio web

Click [here](#) to unsubscribe from future emails regarding *McIntyre v. RealPage, Inc.*

EXHIBIT C



McIntyre v. RealPage, Inc. - Exclusion List

1 Class Member

<u>ID#</u>	<u>First Name</u>	<u>Last Name</u>
1880	Antoinette	Cherry

EXHIBIT D



McIntyre v. RealPage, Inc. - Objection List

1 Class Member

<u>ID#</u>	<u>First Name</u>	<u>Last Name</u>
10008	April	Steele

EXHIBIT B

I object to the Settlement, being a victim feels like a slap in the face and only the attorneys and McIntyre are being paid and I have complained to all 3 credit Bureaus and FCRA about false information on evictions and other things that was untrue and not updated. It affected my credit, my life and still is on my credit. My letters of satisfaction are not good enough and now only the lawyers are being paid over 2 million. I do not agree. It's my life that has been affected and turned upside down and I don't even get an apology. They didn't even fix the problem or come up with a solution, why is only 1 victim getting paid more than others. It's not adding up and I would like to retain my own lawyer. Im in Richmond VA 23234 8047648765 I object to the entire class and these Attorneys being paid out and off instead of the actual victims who's credit was affected and still is.

and fails to show dismissed or satisfied resulting cases in a favorable disposition. I'm looking for legal counsel on my behalf and would like to attend court to ask why are the lawyers being paid and nothing is changing or being fixed, no apology, but they are representing us. If they are going to award 6 million in damages it should be paid to the victims they claim they are fighting for. Split evenly, my credit was also breached. Thank You

April Steele

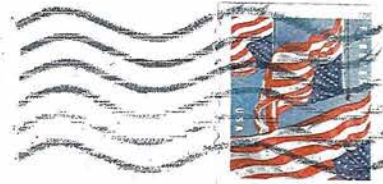
I have also tried to contact the lawyers that are representing us. I left several messages and no one even cared enough to return my call, but they are fighting for us.

I will try to be at court

April Steele
2502 Buford Avenue
Richmond VA 23234

RICHMOND VA 230

3 FEBRUARY 2005 L



McIntyre v. Breal Page, Inc. c/o
Settlement Administrator
P.O. Box 16 West Point
Pennsylvania 19486

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

PATRICIA MCINTYRE,

Plaintiff,

v.

REALPAGE, INC. d/b/a ON-SITE,

Defendant.

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Civil Action No. 2:18-cv-03934

FINAL APPROVAL ORDER

This matter, having come before the Court on Plaintiff’s Motion for Final Approval of the proposed class action settlement with Defendant, RealPage, Inc., d/b/a On-Site; the Court having considered all papers filed and arguments made with respect to the settlement, and having certified, by Order on August 25, 2020 (Dkt. No. 64), a class (the “Class”), and the Court, being fully advised finds that:

1. On _____, the Court held a Final Approval Hearing, at which time the parties were afforded the opportunity to be heard in support of or in opposition to the settlement. The Court received _____ objections regarding the settlement.

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

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

4. The terms of the Settlement Agreement are incorporated fully into this Order by reference. The Court finds that the terms of Settlement Agreement are fair, reasonable, and adequate in light of the complexity, expense and duration of litigation and the risks involved in establishing liability, damages, and in maintaining the class action through trial and appeal.

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

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

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

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

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

9. This action is a class action against Defendant, RealPage, Inc., d/b/a On-Site, on behalf of a class of consumers that has been defined as follows:

For the period beginning two (2) years prior to the filing of the Class Action Complaint and continuing through February 28, 2022, all natural persons with an address in the United States and its Territories who were (a) the subject of a tenant screening report prepared by Defendant that (b) contained information about an eviction proceeding, but which (c) failed to state that the eviction proceeding had been withdrawn, dismissed, vacated, satisfied or otherwise resulted in a favorable disposition or had no judicial finding against the consumer who was the subject of a tenant screening report, as that eviction proceeding is reflected in court records publicly available at the time of Defendant's tenant

screening report (the “Class”).

Excluded from the Class are counsel of record (and their respective law firms) for any of the Parties, employees of Defendants, and employee of the Federal judiciary.

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

11. As further consideration supporting settlement, the Court will also enter and approve a Consent Injunctive Relief Order consistent with the injunctive relief agreed to in Section 4.2 of the Settlement Agreement.

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

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

14. Upon consideration of Class Counsel’s application for fees and costs and other expenses, the Court awards \$2,166,666.67 as reasonable attorneys’ fees and reimbursement for reasonable out-of-pocket expenses, which shall be paid from the Settlement Fund.

15. Upon consideration of the application for an individual settlement and service award, the Named Plaintiff, Patricia McIntyre, is awarded the sum of ten thousand dollars (\$10,000), to be paid from the Settlement Fund, for the service she has performed for and on behalf of the Class.

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

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

18. Without affecting the finality of this judgment, the Court hereby reserves and retains jurisdiction over this settlement, including the administration and consummation of the settlement. In addition, without affecting the finality of this judgment, the Court retains exclusive jurisdiction over Defendant and each member of the Class for any suit, action, proceeding or dispute arising out of or relating to this Order, the Settlement Agreement or the applicability of the Settlement Agreement. Without limiting the generality of the foregoing, any dispute concerning the Settlement Agreement, including, but not limited to, any suit, action, arbitration or other proceeding by a Class member in which the provisions of the Settlement Agreement are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, shall constitute a suit, action or proceeding arising out of or relating to this Order. Solely for purposes of such suit, action or proceeding, to the fullest extent possible under applicable law, the parties hereto and all Class Members are hereby deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or

objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

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

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

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

BY THE COURT:

HONORABLE CHAD F KENNEY
UNITED STATES DISTRICT JUDGE

Dated: _____

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

PATRICIA MCINTYRE,

Plaintiff,

v.

Civil Action No. 2:18-CV-03934-CFK

REALPAGE, INC. d/b/a ON-SITE,

Defendant.

CONSENT INJUNCTIVE RELIEF ORDER

On October 26, 2022, Defendant RealPage, Inc. and RP On-Site LLC (collectively, “Defendant”) and Plaintiff Patricia McIntyre entered into a Settlement Agreement and Release. (Dkt. No. __.) The defined terms herein shall have the same meaning as in the Settlement Agreement and Release.

Pursuant to the Settlement and Release Agreement, Defendant, without admitting any of the allegations in the Complaint, consents to the entry of this Order:

1. Defendant will agree to not report records of Eviction Proceedings that, after fourteen months from the date of the case filing, do not contain any information about the disposition of the action. Defendant shall implement this injunctive relief within sixty (60) days of the Effective Date.

2. As an additional form of injunctive relief, Defendant shall generate monthly reports regarding the volume of disputes regarding Eviction Proceedings received from consumers. Defendant shall take commercially reasonable action to address any identified trends or systemic issues regarding the accuracy of the records of Eviction Proceedings that are internally identified because of that monitoring. Defendant shall also communicate its vendor(s) of records of Eviction Proceedings regarding the volume of those disputes that implicate the data of Eviction Proceedings

provided to Defendant by the vendor(s). Defendant shall implement this additional form of injunctive relief within sixty (60) days of the Effective Date.

3. Defendant shall agree to maintain the injunctive relief set forth in Paragraphs 1 and 2 of this Order for a period beginning sixty (60) days after the Effective Date and continuing for two (2) years thereafter.

4. If during the agreed-upon periods of the injunctive relief Defendant believes that changes have occurred in federal, state or local law, or through other applicable regulations or administrative actions, that alter its obligations with respect to the requirements under 15 U.S.C. § 1681e(b) as they pertain to court records of Eviction Proceedings, Defendant may petition the Court to request modification of the procedure(s) discussed in Paragraphs 1 or 2 above in the manner it deems necessary to maintain compliance with the law. At the time of any such petition, Defendant must provide notice of the proposed modification of the procedure(s) to Class Counsel. Thereafter, Defendant must petition the Court for approval of the proposed change(s). Defendant shall continue to implement the injunctive relief during the period of time that it awaits a ruling from the Court.

5. In the event Class Counsel settles with another entity engaged in tenant screening on behalf of a substantially congruent class that includes business practice change injunctive relief that is different from the injunctive relief set forth in this settlement, Defendant may petition the Court to request modification of the procedure(s) discussed in Paragraphs 1 or 2 above. At the time of any such petition, Defendant must provide notice of the proposed modification of the procedure(s) to Class Counsel. Thereafter, Defendant must petition the Court for approval of the proposed change(s). Defendant shall continue to implement the injunctive relief during the period of time that it awaits a ruling from the Court.

6. If any Class Member has a claim or dispute regarding Defendant's compliance with the injunctive relief set forth in Paragraphs 1 or 2 of this Order, then the Class Member first must submit, *pro se* or through counsel, his or her dispute directly to Defendant before taking any other action. Upon receipt of such a dispute, Defendant will advise Class Counsel of the dispute. Defendant will investigate the dispute and respond to the Class Member within thirty (30) days, with a copy of its response to Class Counsel. Defendant's response must state the results of Defendant's investigation of the allegation of non-compliance with the injunctive relief and any action taken or to be taken to address the Class Member's dispute; or, if additional information is required for Defendant to complete their investigation, Defendant's response must identify the specific additional information that is required. Upon the submission of all the additional information required (as set forth in Defendant's response), Defendant will have twenty-one (21) days to complete its investigation of the Class Member's dispute regarding the allegation of non-compliance with the injunctive relief and to provide a response containing the results of its investigation and any action taken or to be taken to address the dispute. Notwithstanding this provision, if Defendant is unable to comply with this deadline, Defendant may move the Court for a reasonable extension of time sufficient to permit completion of the investigation upon submission of an application to the Court showing good cause for the extension. If, after the dispute resolution process described above has been completed, the Class Member may submit his or her dispute regarding the allegation of non-compliance with the injunctive relief to the Court under the caption for this action. The Class Member's submissions to the Court must include copies of all correspondence between the Class Member and Defendant regarding the dispute prior to the submission. The Court shall then have exclusive and sole jurisdiction to resolve the dispute.

IT IS SO ORDERED

ENTERED this ____ day of _____, 2022.

United States District Judge