

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINIA  
Richmond Division**

**TERRY BROWN,  
Plaintiff,**

**v.**

**Civil Action No. 3:20cv00363**

**CORELOGIC RENTAL PROPERTY  
SOLUTIONS, LLC,**

**Defendant.**

**DEFENDANT CORELOGIC RENTAL PROPERTY SOLUTIONS, LLC'S  
ANSWER TO PLAINTIFF'S CLASS ACTION COMPLAINT**

Defendant, CoreLogic Rental Property Solutions, LLC (“RPS”), by counsel, submits the following Answer to Plaintiff’s Class Action Complaint. RPS denies all allegations in the Complaint that it does not expressly admit in this Answer. RPS denies any and all allegations contained in the headings and/or unnumbered paragraphs in the Complaint. RPS further denies that it willfully or negligently violated any law, either individually, or collectively with any other individual or entity. RPS responds to the specific allegations in the enumerated paragraphs in the Complaint as follows:

**INTRODUCTION**

1. The allegations in paragraph 1 state legal conclusions to which no response is required. To the extent that the allegations in paragraph 1 are contrary to law, they are denied. RPS further denies that it has violated any of the statutory provisions identified.

2. The allegations in paragraph 2 state legal conclusions to which no response is required. To the extent that the allegations in paragraph 2 are contrary to law, they are denied. RPS further denies that it has violated any of the statutory provisions identified.

3. The allegations in paragraph 3 refer to a document, which speak for itself. RPS denies any allegations that are inconsistent with the document. RPS denies the remaining allegations in paragraph 3.

4. RPS denies the allegations in the first sentence of paragraph 4. Additional allegations in paragraph 4 refer to documents, which speak for themselves. RPS denies any allegations that are inconsistent with those documents. RPS denies the remaining allegations in paragraph 4.

5. RPS denies the allegations in the first sentence of paragraph 5. RPS denies that it has ever had judgment entered against it under the FCRA provisions at issue in this case. The remaining allegations in paragraph 5 refer to a legally-irrelevant settlement agreement implicating the business practices of a third party where liability was also expressly denied as part of the settlement. That settlement agreement speaks for itself, and RPS denies any allegations that are inconsistent with that documents. RPS denies the remaining allegations in paragraph 5.

6. The allegations in paragraph 6 refer to a legally-irrelevant settlement agreement implicating the business practices of a third party where liability was also expressly denied as part of the settlement. That settlement agreement speaks for itself, and RPS denies any allegations that are inconsistent with that documents. RPS denies that this case can be certified as a class action. RPS denies the remaining allegations in paragraph 6.

### **JURISDICTION**

7. The allegations in paragraph 7 state legal conclusions to which no response is required. To the extent that the allegations in paragraph 7 are contrary to law, they are denied.

8. The allegations in paragraph 8 state legal conclusions to which no response is required. To the extent that the allegations in paragraph 8 are contrary to law, they are denied.

**PARTIES**

9. The allegations in paragraph 9 state a legal conclusion to which no response is required. To the extent that the allegations in paragraph 9 are contrary to law, they are denied.

10. RPS admits the allegations in paragraph 10.

11. RPS admits that, under certain circumstances, it transmits public record information to landlords in response to requests by those landlords. The remaining allegations in paragraph 11 state legal conclusions to which no response is required. To the extent that the allegations in paragraph 11 are contrary to law, they are denied.

**FACTUAL ALLEGATIONS**

12. The allegations in paragraph 12 refer to a document, which speak for itself. RPS denies any allegations that are inconsistent with the document. RPS denies any remaining allegations in paragraph 12.

13. The allegations in paragraph 13 refer to a document, which speak for itself. RPS denies any allegations that are inconsistent with the document. RPS denies any remaining allegations in paragraph 13.

14. The allegations in paragraph 14 refer to documents, which speak for themselves. RPS denies any allegations that are inconsistent with those documents. RPS denies any remaining allegations in paragraph 14.

15. RPS lacks information or knowledge sufficient to form a belief as to the truth of the allegations in paragraph 15 and, therefore, denies the same.

16. The allegations in paragraph 16 refer to a document, which speak for itself. RPS denies any allegations that are inconsistent with the document. RPS denies any remaining allegations in paragraph 16.

17. RPS lacks information or knowledge sufficient to form a belief as to the truth of the allegations in paragraph 17 and, therefore, denies the same.

18. The allegations in paragraph 18 refer to a document, which speak for itself. RPS denies any allegations that are inconsistent with the document. RPS denies any remaining allegations in paragraph 18.

19. The allegations in paragraph 19 refer to a document, which speak for itself. RPS denies any allegations that are inconsistent with the document. RPS denies any remaining allegations in paragraph 19.

20. The allegations in paragraph 20 refer to a document, which speak for itself. RPS denies any allegations that are inconsistent with the document. RPS denies any remaining allegations in paragraph 20.

21. The allegations in paragraph 21 refer to documents, which speak for themselves. RPS denies any allegations that are inconsistent with those documents. RPS admits that the majority of public records are not associated with a publicly-available Social Security number. RPS denies any remaining allegations in paragraph 21.

22. RPS denies the allegations in paragraph 22.

23. RPS lacks information or knowledge sufficient to form a belief as to the truth of the allegations in paragraph 23 and, therefore, denies the same. RPS denies any remaining allegations in paragraph 23.

24. The allegations in paragraph 24 refer to the text of a website, which speaks for itself. RPS denies any allegations that are inconsistent with the text of this website. RPS denies any remaining allegations in paragraph 24.

25. RPS denies that the allegations in paragraph 25 provide an accurate description of its operations. RPS denies any remaining allegations in paragraph 25.

26. RPS lacks information or knowledge sufficient to form a belief as to the truth of the allegations in paragraph 26 and, therefore, denies the same.

27. RPS lacks information or knowledge sufficient to form a belief as to the truth of the allegations in paragraph 27 and, therefore, denies the same.

28. RPS lacks information or knowledge sufficient to form a belief as to the truth of the allegations in paragraph 28 and, therefore, denies the same.

29. The allegations in paragraph 29 refer to a document, which speak for itself. RPS denies any allegations that are inconsistent with the document. RPS lacks information or knowledge sufficient to form a belief as to the truth of the remaining allegations in paragraph 29 and, therefore, denies the same.

30. The allegations in paragraph 30 refer to a document, which speak for itself. RPS denies any allegations that are inconsistent with the document.

31. RPS lacks information or knowledge sufficient to form a belief as to the truth of the allegations in paragraph 31 and, therefore, denies the same.

32. In response to paragraph 32, RPS admits Plaintiff previously requested a copy of his consumer report from RPS.

33. RPS lacks information or knowledge sufficient to form a belief as to the truth of the allegations in paragraph 33 and, therefore, denies the same.

34. RPS lacks information or knowledge sufficient to form a belief as to the truth of the allegations in paragraph 34 and, therefore, denies the same.

35. RPS denies the allegations in paragraph 35.

36. RPS denies the allegations in paragraph 36.

37. RPS denies the allegations in paragraph 37.

38. RPS admits that Plaintiff previously contacted RPS to submit a dispute with respect to the content of a tenant screening report. The allegations in paragraph 38 refer to documents, which speak for themselves. RPS denies any allegations that are inconsistent with the document. RPS denies any remaining allegations in paragraph 38.

39. RPS denies the allegations in paragraph 39.

40. RPS denies the allegations in paragraph 40.

41. RPS denies the allegations in paragraph 41.

42. RPS denies the allegations in paragraph 42.

43. RPS denies the allegations in paragraph 43.

44. RPS denies that it has ever had judgment entered against it under the FCRA provisions at issue in this case. RPS denies the remaining allegations in paragraph 44.

45. The allegations in paragraph 45 refer to a legally-irrelevant settlement agreement implicating the business practices of a third party where liability was also expressly denied as part of the settlement. That settlement agreement speaks for itself, and RPS denies any allegations that are inconsistent with that documents. RPS denies the remaining allegations in paragraph 45.

46. RPS denies the allegations in paragraph 46.

47. RPS denies the allegations in paragraph 47, including the allegations in subparagraphs (a) through (e).

48. RPS denies the allegations in paragraph 48.

**COUNT 1 – FAIR CREDIT REPORTING ACT**  
**15 U.S.C. § 1681e(b)**  
**Class Claim**

49. RPS repeats its answers to the allegations contained in the foregoing paragraphs as though fully set forth herein.

50. RPS admits that Plaintiff purports to bring this claim on behalf of a class. RPS further admits that Plaintiff purports to define the class as stated in paragraph 50. RPS denies that this matter may be properly maintained against it as a class action as defined in paragraph 50 or otherwise. RPS denies the remaining allegations in paragraph 50.

51. RPS admits that Plaintiff purports to bring this claim on behalf of a subclass. RPS further admits that Plaintiff purports to define the subclass as stated in paragraph 51. RPS denies that this matter may be properly maintained against it as a class action as defined in paragraph 51 or otherwise. RPS denies the remaining allegations in paragraph 51.

52. Plaintiff's claim that the numerosity requirement of Rule 23(a) is present and satisfied is a legal conclusion, which is not subject to admission or denial. RPS denies that this matter may properly be maintained against RPS as a class action. RPS denies the remaining allegations contained in paragraph 52.

53. Plaintiff's claim that the commonality requirement of Rule 23(a) is present and satisfied is a legal conclusion, which is not subject to admission or denial. RPS denies that this matter may properly be maintained against RPS as a class action. RPS denies the remaining allegations contained in paragraph 53.

54. Plaintiff's claim that the typicality requirement of Rule 23(a) is present and satisfied is a legal conclusion, which is not subject to admission or denial. RPS denies that this matter may properly be maintained against RPS as a class action. RPS denies the remaining allegations contained in paragraph 54.

55. Plaintiff's claim that the adequacy requirement of Rule 23(a) is present and satisfied is a legal conclusion, which is not subject to admission or denial. RPS denies that this matter may properly be maintained against RPS as a class action. RPS denies the remaining allegations contained in paragraph 55.

56. Plaintiff's claim that the superiority requirement of Rule 23(b) is present and satisfied is a legal conclusion, which is not subject to admission or denial. RPS denies that this matter may properly be maintained against RPS as a class action. RPS denies the remaining allegations contained in paragraph 56.

57. RPS denies the allegations in paragraph 57.

58. RPS denies the allegations in paragraph 58.

59. RPS denies the allegations in paragraph 59.

60. The allegations in paragraph 60 state a legal conclusion to which no response is required. To the extent that the allegations in paragraph 60 are contrary to law, they are denied.

61. RPS denies the allegations in paragraph 61.

62. RPS denies the allegations in paragraph 62.

63. RPS denies the allegations in paragraph 63. RPS denies that Plaintiff may recover any of the relief requested in the WHEREFORE clause immediately following paragraph 63. RPS acknowledges Plaintiff demands a trial by jury. RPS denies Plaintiff is entitled to a trial by jury.

**AFFIRMATIVE/ADDITIONAL DEFENSES**

Without admitting any of the allegations in the Complaint, and without admitting or acknowledging that RPS bears the burden of proof as to any of them, RPS asserts the following defenses. RPS intends to rely on any additional defenses that become available or apparent during



pretrial proceedings and discovery in this action and hereby reserves the right to amend this Answer to assert all such defenses

**FIRST ADDITIONAL DEFENSE**

The Complaint herein, and each cause of action thereof, fails to the extent it does not set forth facts sufficient to state a claim upon which relief may be granted against RPS, and further fails to state facts sufficient to entitle Plaintiff to the relief sought, or to any other relief from RPS.

**SECOND ADDITIONAL DEFENSE**

Plaintiff's claims fail to the extent that they are barred because all information RPS communicated to any third person regarding Plaintiff was true.

**THIRD ADDITIONAL DEFENSE**

Plaintiff's alleged damages, if any, are speculative or uncertain and therefore not compensable.

**FOURTH ADDITIONAL DEFENSE**

Plaintiff's claims fail to the extent that, at all relevant times with respect to Plaintiff, RPS acted in good faith and complied fully with the FCRA and relevant state laws.

**FIFTH ADDITIONAL DEFENSE**

Plaintiff's claims fail to the extent that Plaintiff's purported damages, which RPS continues to deny, were the result of acts or omissions of third persons over whom RPS had neither control nor responsibility.

**SIXTH ADDITIONAL DEFENSE**

Plaintiff's claims fail to the extent that Plaintiff's purported damages were the direct and proximate result of the conduct of Plaintiff or others over whom RPS had neither control nor responsibility.

**SEVENTH ADDITIONAL DEFENSE**

Plaintiff's claim for punitive damages fails to the extent that the Complaint states no facts in support of a claim for punitive damages.

**EIGHTH ADDITIONAL DEFENSE**

Plaintiff's claims are barred, in whole or in part, to the extent that Plaintiff failed to protect himself from damages, if any, or failed to mitigate his alleged damages.

**NINTH ADDITIONAL DEFENSE**

Any recovery Plaintiff receives is subject to a set off if any damages are awarded against RPS, in the amount of any damages or settlement amounts recovered by Plaintiff with respect to the same alleged damages. RPS is also entitled to have any damages that may be awarded to Plaintiff reduced by the value of any benefit or payment to Plaintiff from any collateral source.

**TENTH ADDITIONAL DEFENSE**

This action may not properly proceed as a class action under Federal Rule of Civil Procedure 23 to the extent that, among other reasons, the putative class is not so numerous that joinder of any qualified member is impracticable; Plaintiff's claims are not typical of the claims of each putative class member; questions of law and fact allegedly common to the putative class do not predominate over the numerous questions affecting only putative class members; a class action is not superior to other available methods for the fair and efficient adjudication of Plaintiff's claims and any claims of putative class members; Plaintiff and his counsel are unable to fairly and adequately protect the interests of the putative class members; the putative class members cannot be identified or ascertained by reference to objective criteria in an administratively feasible manner; and there are insurmountable difficulties in any attempt to proceed as a class action.

**ELEVENTH ADDITIONAL DEFENSE**

Plaintiff and the putative class members cannot recover from RPS as a class action to the extent to which such class recovery would deprive RPS of its due process rights to assert individualized defenses to claims of class members.

**TWELFTH ADDITIONAL DEFENSE**

Plaintiff cannot recover from RPS individually or as a class action for punitive or statutory damages to the extent any award of punitive or statutory damages would be impermissible under the Due Process Clause of the Fifth Amendment to the United States Constitution, and the Excessive Fines Clause of the Eighth Amendment to the United States Constitution, due to the lack of any actual damages suffered by Plaintiff and the gross disparity between the allegations of harm and the size of the claim.

**THIRTEENTH ADDITIONAL DEFENSE**

Plaintiff and the putative class members cannot recover from RPS as a class action to the extent that the Court lacks personal jurisdiction over the claims brought by non-resident plaintiffs.

**FOURTEENTH ADDITIONAL DEFENSE**

Plaintiff and the putative class members cannot recover from RPS as a class action to the extent that the putative class members lack Article III standing.

**FIFTEENTH ADDITIONAL DEFENSE**

This case should be transferred to the United States District Court for the Northern District of Texas consistent with the factors set forth in 28 U.S.C. § 1404.

**SIXTEENTH ADDITIONAL DEFENSE**

RPS reserves the right to assert additional affirmative defenses at such time and to such extent as warranted by discovery and the factual developments in this case.

**PRAYER**

WHEREFORE, RPS respectfully requests that this Court:

1. RPS Dismiss Plaintiff's Complaint with prejudice;
2. Enter judgment in favor of RPS;
3. Award RPS its attorneys' fees and costs of suit incurred in defending against the Complaint; and
4. Award RPS such other relief the Court deems appropriate.

**CORELOGIC RENTAL PROPERTY  
SOLUTIONS, LLC**

By: /s/ Timothy J. St. George

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**CERTIFICATE OF SERVICE**

I hereby certify that on the 31st day of July, 2020, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF System which will then send a notification of such filing (NEF) to the following:

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