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5 Attorneys for Defendant
6 CORELOGIC CREDCO, LLC

7
8 UNITED STATES DISTRICT COURT
9 SOUTHERN DISTRICT OF CALIFORNIA

10
11 MARLENE STEINBERG,
12 Plaintiff,
13 v.
14 CORELOGIC CREDCO, LLC,
15 Defendant.

Case No. **'22CV498 H AGS**
**DEFENDANT CORELOGIC
CREDCO, LLC'S NOTICE OF
REMOVAL**

16
17 TO: THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT
18 COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA:

19 Pursuant to 28 U.S.C. §§ 1331, 1441, and 1446, Defendant CoreLogic Credco,
20 LLC ("Defendant" or "Credco"), by counsel, hereby removes this civil action,
21 pending in the Superior Court of California, County of San Diego, Case No. 37-2022-
22 00007173-CU-MC-CTL (the "State Court Action"), to the United States District
23 Court for the Southern District of California. Removal is proper because this Court
24 has subject matter jurisdiction over the action under federal question jurisdiction. *See*
25 28 U.S.C. § 1331. Accordingly, Credco removes this action to this Court, and in
26 support thereof, states the following:
27
28

TROUTMAN PEPPER HAMILTON SANDERS LLP
11682 EL CAMINO REAL
SUITE 400
SAN DIEGO, CA 92130-2092

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SAN DIEGO, CA 92130-2092

I. BACKGROUND

1
2 1. Plaintiff Marlene Steinberg (“Plaintiff”) commenced the State Court
3 Action against Credco by filing a Complaint in the Superior Court of California,
4 County of San Diego, on February 24, 2022 (the “Complaint”). Pursuant to 28 U.S.C.
5 § 1446(a), a copy of all pleadings served on Credco in the State Court Action are
6 attached hereto.

7 2. On March 15, 2022, Credco’s registered agent was personally served
8 with a copy of the Complaint.

9 3. This Notice of Removal is being filed within thirty days of service of
10 the Complaint on Defendant. This Notice of Removal is, therefore, timely under 28
11 U.S.C. § 1446(b).

12 4. Credco is the only Defendant in this case; thus, all Defendants to the
13 claims over which this Court has original jurisdiction under 28 U.S.C. § 1331 have
14 joined in or consented to removal of the State Court Action.

II. JURISDICTIONAL GROUNDS FOR REMOVAL

15
16 5. A civil action is removable if a plaintiff could have originally brought
17 the action in federal court pursuant to the Court’s original jurisdiction. *See* 28 U.S.C.
18 § 1441(a).

19 6. Under 28 U.S.C. § 1331, district courts have original jurisdiction over
20 all civil actions “arising under the Constitution, laws, or treaties of the United States.”

21 7. Plaintiff alleges claims arising under the federal Fair Credit Reporting
22 Act, 15 U.S.C. § 1681, *et seq.* (the “FCRA”). Accordingly, this case qualifies for
23 federal question jurisdiction and is removable because Plaintiff’s Complaint alleges
24 claims under, and requires a ruling on, the FCRA, a federal statute.

25 8. Credco denies the allegations in the Complaint, denies that Plaintiff has
26 stated any claim for which relief may be granted, and denies that Plaintiff has suffered
27 damages in any manner whatsoever. Nevertheless, the State Court Action is one over
28 which this Court has original jurisdiction under 28 U.S.C. § 1331, and which is

1 removable by Credco under the provisions of 28 U.S.C. § 1441, in that the matter
2 arises under this Court’s original jurisdiction and is founded on a claim or right
3 arising under the Constitution, treaties or laws of the United States and is removable
4 without regard to the citizenship or residence of the parties under 28 U.S.C. § 1441.

5 9. No proceedings have occurred in the State Court Action as of the date
6 of this Notice of Removal. Credco has not filed a response to the Complaint. Credco
7 hereby reserves any and all rights to asserts any and all defenses and/or objections to
8 the Complaint. Credco further reserves the right to amend or supplement this Notice
9 of Removal.

10 **III. VENUE**

11 10. Venue is proper in this Court because this district and division
12 encompass the Superior Court of California, County of San Diego, the forum from
13 which the case has been removed. *See* 28 U.S.C. § 1441.

14 **IV. NOTICE**

15 11. Concurrent with the filing of this Notice, Credco will file a Notice of
16 Filing of Notice of Removal with the Clerk of the Superior Court of California,
17 County of San Diego.

18 12. Upon information and belief, the attachments hereto constitute the entire
19 file of the action pending in the state court as required pursuant to 28 U.S.C.
20 §1446(a).

21 13. This Notice of Removal is being served on all adverse parties as required
22 by 28 U.S.C. § 1446(d).

23 **V. NO WAIVER OF DEFENSES OR OBJECTIONS**

24 14. By removing this case to federal court, Credco does not consent to
25 personal jurisdiction, does not concede that this Court is a convenient forum, and
26 does not waive any of its defenses or objections under Federal Rule of Civil
27 Procedure 12(b) or otherwise, including its right to have this dispute arbitrated or
28 decided by other means of alternative dispute resolution.

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WHEREFORE, Credco hereby removes this action to this Court.

Dated: April 12, 2022

TROUTMAN PEPPER HAMILTON
SANDERS LLP

By: /s/ Jessica Lohr
Jessica Lohr

Attorneys for Defendant
CORELOGIC CREDCO, LLC

TROUTMAN PEPPER HAMILTON SANDERS LLP
11682 EL CAMINO REAL
SUITE 400
SAN DIEGO, CA 92130-2092

CERTIFICATE OF SERVICE

I, Rika J. Ellis, declare:

I am a citizen of the United States and employed in San Diego County, CA. I am over the age of 18 and not a party to the within action; my business address is 11682 El Camino Real, Suite 400, San Diego, CA 92130.

On April 12, 2022, I served the following document(s) described as:

DEFENDANT CORELOGIC CREDCO, LLC’S NOTICE OF REMOVAL

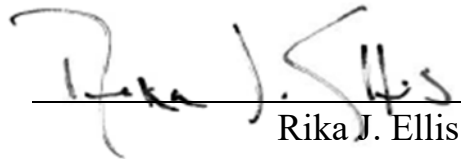
BY MAIL: As follows: I am readily familiar with the firm’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at San Diego, CA, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Sophia Rios
BERGER MONTAGUE PC
401 B Street, Suite 2000
San Diego, CA 92101
T: (619) 489-0300
F: (215) 875-4604
srios@bm.net

Attorney for Plaintiff Marlene Steinberg

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 12, 2022, at San Diego, CA.


Rika J. Ellis

TROUTMAN PEPPER HAMILTON SANDERS LLP
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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Marlene Steinberg

(b) County of Residence of First Listed Plaintiff Philadelphia, PA (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Sophia Rios, Bar No. 305801, BERGER MONTAGUE PC 401 B Street, Suite 2000, San Diego, CA 92101, Telephone: 619.489.0300

DEFENDANTS

CoreLogic Credco, LLC

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known) Jessica Lohr, Bar No. 302348, TROUTMAN PEPPER HAMILTON SANDERS LLP, 11682 El Camino Real, Suite 400, San Diego, California 92130. Telephone: 858.509.6044

'22CV498 H AGS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, 1 1, 2 2, 3 3, 4 4, 5 5, 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Insurance, Personal Injury, Real Estate, Labor, etc.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 15 U.S.C. § 1681 et seq.

Brief description of cause: Plaintiff alleges Defendant failed to follow reasonable procedures to ensure the maximum possible accuracy in preparation of consumer reports.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: [X] Yes [] No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE: Apr 12, 2022 SIGNATURE OF ATTORNEY OF RECORD: /s/ Jessica Lohr

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

SUM-100

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

03/07/2022 at 07:17:00 AM
Clerk of the Superior Court
By Mariejo Guyot, Deputy Clerk

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**
CoreLogic Credco, LLC

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**
Marlene Steinberg, individually and as a representative of the class

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.**

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Superior Court of the State of California, County of San Diego, 330 W Broadway, San Diego, CA 92101

CASE NUMBER: (Número del Caso):
37-2022-00007173-CU-MC-CTL

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Sophia Ríos, Berger Montague PC, 401 B St., Ste. 2000, San Diego, CA 92101; 619-489-0300

DATE: 03/10/2022
(Fecha)

Clerk, by
(Secretario)

M. Guyot
M. Guyot

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify): CoreLogic Credco, LLC
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date):

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
02/24/2022 at 09:26:54 AM
Clerk of the Superior Court
By Carolina Miranda, Deputy Clerk

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Attorney for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
UNLIMITED CIVIL**

MARLENE STEINBERG, individually and
as a representative of the Class,

Plaintiff,

vs.

CORELOGIC CREDCO, LLC,

Defendant.

Case No. 37-2022-00007173-CU-MC-CTL

CLASS ACTION COMPLAINT

(I) Failure to Maintain Reasonable Procedures
to Assure Maximum Possible Accuracy, 15
U.S.C. § 1681e(b)

DEMAND FOR JURY TRIAL

1 Marlene Steinberg (“Plaintiff” or “Ms. Steinberg”), who is a living, breathing consumer,
2 brings this Class Action Complaint against CoreLogic Credco, LLC (“CoreLogic” or “Defendant”),
3 on behalf of herself and the class set forth below:

4 **INTRODUCTION**

5 1. This is a class action for violation of the Fair Credit Reporting Act (“FCRA”), 15
6 U.S.C. §§ 1681, *et seq.*, against a consumer reporting agency that falsely reports that consumers are
7 deceased, even when it has clear evidence in its possession that the individuals in question are very
8 much alive. This reporting has devastating consequences for individuals who are misreported as dead.
9 Credit bureaus will not issue credit scores on deceased consumers, meaning that someone who is
10 being falsely reported as deceased is unable to obtain credit. This problem is especially consequential
11 for consumers who are seeking to obtain mortgage financing.

12 2. The computerization of our society has resulted in a revolutionary increase in the
13 accumulation and automated processing of data concerning individual American consumers. Data
14 technology allows information concerning individual consumers to flow instantaneously to
15 requesting parties. Such timely information is intended to lead to faster and better decision-making
16 by its recipients and, in theory, all of society should benefit from the resulting convenience and
17 efficiency.

18 3. However, this information has also become available for, and subject to, mishandling
19 and misuse. Individual consumers can and do sustain substantial damage when inaccurate information
20 is disseminated about them.

21 4. The technological advances in the area of data processing have resulted in a boon for
22 the companies that accumulate and sell data concerning individuals’ credit histories and other
23 personal information. Such companies are known as consumer reporting agencies (“CRAs”).

24 5. The “Big Three” major national CRAs are Equifax Information Services, LLC
25 (“Equifax”), Experian Information Solutions, Inc. (“Experian”), and Trans Union, LLC (“Trans
26 Union”).

1 6. The Big Three sell credit information to paying subscribers (i.e., lenders, retailers,
2 landlords, potential employers, and others), commonly called “credit reports” or “consumer reports,”
3 concerning individuals who may be applying for a mortgage, other credit, housing, or employment.

4 7. The Big Three also sell credit information to “reseller” CRAs, such as Defendant, who
5 assemble and merge the credit information obtained from each of the Big Three into a 3-bureau credit
6 report, also known as a “tri-merge” or “merged infile” credit report. Defendant combines this
7 information, adds its own summary of the Big Three’s data, and then sells the completed report to
8 mortgage lenders throughout the country.

9 8. In the parlance of the FCRA, both the information sold by the Big Three to the resellers
10 and the information sold by resellers to the resellers’ customers constitute “consumer reports.” 15
11 U.S.C. § 1681a(d).

12 9. Lenders purchase tri-merge reports from resellers because they want to review credit
13 information from all of the Big Three to ensure that they do not make loans based on an incomplete
14 picture of the credit applicant’s financial position. Information from all three agencies in a single
15 report is easier for the lenders to process than three separate reports.

16 10. Lenders who use tri-merge reports rely on credit scores generated by running standard
17 algorithms against *each* of the Big Three’s credit files. Tri-merge reports contain three credit scores
18 (one for each CRA), with the difference in scores being accounted for by variations among each
19 CRA’s data as well as differences in the scoring algorithms applied by each.

20 11. Since 1970, when Congress enacted the FCRA, federal law has required all CRAs,
21 including resellers like Defendant, to implement and utilize reasonable procedures “to assure
22 maximum possible accuracy” of the personal, private, and financial information that they compile,
23 assemble, merge, and sell about individual consumers. 15 U.S.C. § 1681e(b).

24 12. One of the primary purposes in requiring CRAs and resellers to assure “maximum
25 possible accuracy” of consumer information is to ensure the stability of our banking system:
26
27
28

1 The banking system is dependent upon fair and accurate credit reporting. Inaccurate
2 credit reports directly impair the efficiency of the banking system, and unfair credit
3 reporting methods undermine the public confidence which is essential to the
4 continued functioning of the banking system.

5 *See* 15 U.S.C. § 1681(a)(1).

6 13. The preservation of consumers' good names and reputations is also at the heart of the
7 FCRA's purposes:

8 [W]ith the trend toward computerization of billings and the establishment of all
9 sorts of computerized data banks, the individual is in great danger of having his life
10 and character reduced to impersonal "blips" and key-punch holes in a stolid and
11 unthinking machine which can literally ruin his reputation without cause, and make
12 him unemployable or uninsurable, as well as *deny him the opportunity to obtain a
13 mortgage or buy a home. We are not nearly as much concerned over the possible
14 mistaken turn-down of a consumer for a luxury item as we are over the possible
15 destruction of his good name without his knowledge and without reason. * * * [A]s
16 Shakespeare said, the loss of one's good name is beyond price and makes one poor
17 indeed* (emphasis added).

18 *Bryant v. TRW, Inc.*, 689 F.2d 72, 79 (6th Cir. 1982) (quoting 116 Cong. Rec. 36570 (1970)).

19 14. In light of these findings and purposes, Congress specifically noted "a need to insure
20 that [CRAs] exercise their grave responsibilities with fairness, impartiality, and respect for the
21 consumer's right to privacy." *See* 15 U.S.C. § 1681(a)(4).

22 15. Despite Congress's carefully crafted statutory protections, and despite being in
23 possession of substantial evidence to the contrary, Defendant repeatedly reported living consumers
24 as dead. In order to redress Defendant's illegal conduct, this class action lawsuit seeks statutory and
25 punitive damages, costs and attorneys' fees for Plaintiff and the Class against Defendant for its willful
26 violations of the FCRA by inaccurately reporting that Plaintiff and class members were deceased.

27 THE PARTIES

28 16. Plaintiff Marlene Steinberg ("Plaintiff" or "Ms. Steinberg") is a natural person who
lives in Philadelphia, Pennsylvania and is a "consumer" as that term is defined in 15 U.S.C. §
1681a(c).

1 17. Defendant CoreLogic Credco, LLC is a Delaware limited liability company with its
2 principal office located at 10277 Scripps Ranch Blvd., San Diego, California.

3 18. CoreLogic is a “consumer reporting agency” as defined in 15 U.S.C. § 1681a(f) of the
4 FCRA. CoreLogic is regularly engaged in the business of assembling, evaluating, and disseminating
5 information concerning consumers for the purpose of furnishing consumer reports.

6 **JURISDICTION AND VENUE**

7 19. This Court has jurisdiction over Plaintiff’s claims pursuant to 15 U.S.C. § 1681p,
8 which allows claims under the FCRA to be brought in any appropriate court of competent jurisdiction,
9 and CAL. CODE CIV. PROC. § 410.10.

10 20. Venue is proper in this Court because Defendant’s principal office is in this County
11 and a substantial part of the events or omissions giving rise to the claims occurred in this County.

12 **BACKGROUND**

13 **CoreLogic’s Process of Assembling and Merging Consumers’ Credit Information into Tri-
14 Merge Credit Reports**

15 21. The Big Three (Equifax, Experian, and Trans Union) regularly receive information
16 from various sources around the country, including banks, credit unions, automobile dealers, student
17 loan providers, public information vendors, the Social Security Administration, and others. These
18 sources are known as “furnishers” within the credit reporting industry and under the FCRA. *See* 12
19 CFR § 1022.41.

20 22. The Big Three collect information from thousands of furnishers and distribute that
21 information to their many subscribers, including Defendant. In industry parlance, information
22 provided by a single furnisher and shown on a credit report is called a “tradeline.” The “tradeline” is
23 identified by preceding the word “tradeline” with the name of the furnisher who provided the
24 information. One might refer, for example, to the “Bank of America tradeline on the CoreLogic
25 report.” Tradelines from creditors typically include a wealth of information about the consumer’s
26 relationship with the creditor, such as the date the account was opened, the type of account, the date
27

1 of the last payment, whether the consumer has paid late in the past, the original balance, the
2 outstanding balance, the monthly amount due, the date of the most recent payment, etc.

3 23. After receiving data from the Big Three, Defendant combines and summarizes that
4 data and sells a single unified report to its customers, many of whom are mortgage lenders.

5 24. CoreLogic's reports are original content based on information obtained from the Big
6 Three. CoreLogic combines, reformats, reorganizes and deduplicates the information that it receives
7 from the Big Three to create a report that is its own product.

8 25. The Big Three provide content to Defendant in a format specified by Defendant to
9 facilitate transfer and use of the data. Notably, Defendant uses only data from the Big Three to make
10 its reports.

11 26. Defendant chooses to purchase data from Big Three (and a license to redistribute it)
12 for use in its reports. Defendant chooses not to seek out data from any other sources, nor does it
13 accept same.

14 27. CoreLogic's customers, in turn, use the information they obtain from CoreLogic to
15 make decisions as to whether to extend credit to a particular consumer and for other purposes
16 permitted under the FCRA.

17 28. The processes by which the Big Three receive, sort, and store information are largely
18 electronic.

19 29. The Big Three take the credit, public record, and other information reported by
20 furnishers and use it to create consumer credit files.

21 30. The Big Three maintain credit files on more than 200 million consumers.

22 31. When CoreLogic requests credit information from the Big Three for a particular
23 consumer, the Big Three send raw credit file data to CoreLogic electronically.

24 32. After receiving the raw credit file data from the Big Three for a particular consumer,
25 CoreLogic assembles, merges, normalizes, and summarizes that data into a tri-merge credit report.

26 33. CoreLogic does nothing to ensure that the credit information it receives is, in fact,
27 accurate.

1 34. Despite the FCRA’s clear mandate to the contrary, as far as CoreLogic is concerned,
2 the FCRA’s accuracy requirements require nothing more than that CoreLogic’s tri-merge reports
3 contain the same credit data that it received from the Big Three.

4 35. While CoreLogic adds information to its reports in the form of summaries, CoreLogic
5 does nothing to ensure that the credit information it receives is, in fact, accurate.

6 36. CoreLogic does not take any action to determine if the information it receives from
7 one of the Big Three is facially incompatible with information received from another of the Big Three.

8 37. CoreLogic does not employ reasonable procedures to assure the maximum possible
9 accuracy of the credit information it includes in the tri-merge credit reports it sells to mortgage lenders
10 throughout the country.

11 **CoreLogic’s Practices Concerning the Sale of Reports on the “Deceased”**

12 38. CoreLogic sells thousands of tri-merge credit reports each year, and also sells credit
13 scores.

14 39. CoreLogic sells tri-merge credit reports and credit scores to various markets, including
15 but not limited to the mortgage financing and lending industry.

16 40. Pursuant to 15 U.S.C. § 1681e(b), CoreLogic is required “to follow reasonable
17 procedures to assure maximum possible accuracy of the information concerning the individual about
18 whom the report relates.”

19 41. CoreLogic routinely sell credit reports for *living* consumers with active credit
20 histories, which include a notation indicating that the *living* consumer is “deceased” and therefore
21 does not have a credit score.

22 42. CoreLogic does not independently verify with any source that a consumer is, in fact,
23 deceased before placing a “deceased” notation on that consumer’s tri-merge credit report.

24 43. CoreLogic does not employ any procedures *at all* to assure that a consumer with a
25 “deceased” notation on their tri-merge credit report is, in fact, actually deceased before including the
26 “deceased” notation on that consumer’s report and selling that report for profit.

1 44. Even in instances where other data on the face of the consumer’s tri-merge report
2 indicates that the consumer is alive, such as a current and active credit history, CoreLogic employs
3 no procedures to assure that a consumer with a “deceased” notation on their report is, in fact, actually
4 deceased before including the “deceased” notation in that consumer’s file.

5 45. That is, when it receives information from one of the Big Three that a consumer is
6 deceased, and information from another of the Big Three that is incompatible with that information—
7 such as an active credit score (indicating the other agency does not believe the consumer is deceased),
8 and open accounts with a very recent payment history—Defendant makes no investigation.

9 46. By doing so, Defendant contributes to the error and illegality of the reporting – not
10 only reporting erroneously that an individual is deceased, but also producing, on its own, a report that
11 indicates that an individual is both deceased and alive.

12 47. Once a “deceased” notation is included in a consumer’s report from one of the Big
13 Three, CoreLogic cannot provide a credit score for that consumer based on data from whichever of
14 the Big Three’s raw data contained the deceased notation.

15 48. Instead, when CoreLogic sells a report with a “deceased” notation to a third party, it
16 reports that consumer’s credit score as “not available” for that member of the Big Three, while
17 simultaneously providing scores based on the data from the other of the Big Three.

18 49. CoreLogic knows that third party credit issuers require a credit score from *all* of the
19 Big Three in order to process a given credit application.

20 50. CoreLogic also knows that consumers without credit scores from all of the Big Three
21 are unable to secure credit from most credit issuers.

22 51. CoreLogic also knows that living consumers are routinely turned down for credit
23 specifically as a result of the deceased notation and the lack of a credit score.

24 52. CoreLogic has been put on notice through consumer disputes and at least two lawsuits
25 that living, breathing consumers are turned down for credit specifically because it is reporting them
26 as “deceased.” *See, e.g., Aslani v. Corelogic Credco, LLC*, No. 1:13-CV-2635-CC-LTW, 2014 WL
27 12861199, at *5 (N.D. Ga. Aug. 18, 2014), *report and recommendation adopted*, No. 1:13-CV-2635-

1 CC-LTW, 2014 WL 12861361 (N.D. Ga. Sept. 8, 2014; *Perez v. Trans Union, LLC, et al.*, 526 F.
2 Supp. 2d 504, 509–10 (E.D. Pa. 2007).

3 53. Nevertheless, CoreLogic has an automated process in place that accepts all credit data
4 received from the Big Three as accurate and employs no procedures to assure that a consumer marked
5 as “deceased” by at least one of the Big Three on their tri-merge credit report is, in fact, deceased.

6 54. CoreLogic has no independent procedure to change an erroneous deceased status on
7 its own and merely parrots the credit information it receives from the Big Three.

8 **FACTUAL ALLEGATIONS RELATING TO PLAINTIFF**

9 55. In mid-2021, Plaintiff, a widow working retail to make ends meet, sought to refinance
10 the mortgage on her home to lower her monthly mortgage payment by approximately \$200.

11 56. In furtherance of that process, Plaintiff’s prospective lender, LoanDepot.com,
12 purchased a tri-merge report about Plaintiff from Defendant, which Defendant delivered on or about
13 July 16, 2021.

14 57. Defendant’s report included data and a credit score from Trans Union and Experian
15 regarding Plaintiff, but no data or score from Equifax; instead, Defendant’s report falsely indicated
16 that Plaintiff was deceased.

17 58. Defendant included this notation on its report, taking no steps to verify it, despite
18 receiving information from Trans Union and Experian indicating that Plaintiff had active accounts
19 with recent activity and recently reported addresses (indications that Plaintiff was alive).

20 59. Defendant made no effort to determine whether Plaintiff was in fact deceased prior to
21 publishing its report. Defendant could have easily reached out to Plaintiff and allowed her to prove
22 she was alive through the submission of basic documentation. Defendant could have also reached out
23 to the Big Three to resolve the inconsistencies in the information it received.

24 60. Defendant’s reporting was particularly egregious given express inconsistencies in the
25 report. It is clear that Equifax first received erroneous information that Plaintiff was deceased from
26 non-party LoanCare, LLC, a former servicer on Plaintiff’s mortgage. However, Trans Union also was
27

1 reporting data from LoanCare, about the same mortgage account, without reporting that Plaintiff was
2 deceased. Defendant made no effort to investigate this discrepancy.

3 61. Plaintiff's attempt to refinance her home was not successful, and Plaintiff has therefore
4 been unable to achieve the financial savings she expected.

5 62. As a result of Defendant's conduct, Plaintiff has suffered concrete financial and
6 pecuniary harm arising from monetary losses relating to credit denials, loss of use of funds, loss of
7 credit and loan opportunities, out-of-pocket expenses, and other related costs.

8 63. As a result of Defendant's conduct, Plaintiff has suffered concrete harm in the form
9 of financial and dignitary harm arising from the injury to credit rating and reputation.

10 **CLASS ACTION ALLEGATIONS**

11 64. The Class: Plaintiff brings Count I on behalf of herself individually and on behalf of
12 a Class, defined as follows:

13 All natural persons who were the subject: (1) of a consumer report furnished by
14 Defendant to a third party within the five years preceding the filing date of this
15 Complaint; (2) where the consumer report contained a notation that the consumer
16 was deceased; and (3) where one or more of Experian, Trans Union and Equifax
provided information to Defendant that did not include a deceased notation.

17 65. Certification of the Class is appropriate under CAL. CIV. CODE § 382.

18 66. Numerosity: The Class is so numerous that joinder of the claims of all class members
19 is impractical. Membership in the Class can be ascertained through Defendant's records.

20 67. Existence and Predominance of Common Questions of Law and Fact: Common
21 questions of law and fact exist as to all class members. These questions predominate over the
22 questions affecting only individual members. These common legal and factual questions include,
23 among other things: (a) whether Defendant blindly includes whatever information it obtains from the
24 Big Three into its reports without any procedure to assure the accuracy or completeness of the
25 underlying data; (b) whether this conduct violated the FCRA; and (c) whether the violations were
26
27

1 willful, reckless, knowing, or intentionally committed in conscious disregard of the Plaintiff's and
2 class members' rights.

3 68. Typicality: Plaintiff's claims are typical of the claims of each class member and all
4 claims are based on the same facts and legal theories. Plaintiff, as every class member, alleges
5 violations of the same FCRA provision: 15 U.S.C. § 1681e(b). The claim challenges the Defendant's
6 consumer reporting procedures and does not depend on any individualized facts. For purposes of
7 class certification, Plaintiff seeks only statutory and punitive damages. Such damages are appropriate
8 in circumstances like this one where injuries are particularized and concrete, but difficult to quantify,
9 rendering the recovery of class statutory damages ideal and appropriate.

10 69. Adequacy: Plaintiff will fairly and adequately protect the class members' interests.
11 Plaintiff has retained counsel experienced in handling actions involving unlawful practices against
12 consumers and class actions. Neither Plaintiff nor her counsel have any interests that might cause
13 them not to vigorously pursue this action. Plaintiff is aware of her responsibilities to the class
14 members and has accepted such responsibilities.

15 70. Certification of the Class is appropriate under CAL. CIV. CODE § 382 because, *inter*
16 *alia*:

17 a. As alleged above, the questions of law or fact common to the class members
18 predominate over any questions affecting an individual member. Each of the common facts and legal
19 questions in the case overwhelm the more modest individual issues. The statutory and punitive
20 damages sought by each member are such that individual prosecution would prove burdensome and
21 expensive given the complex and extensive litigation necessitated by Defendant's conduct.

22 b. A class action is superior to other available methods for the fair and efficient
23 adjudication of the controversy. Consumer claims generally are ideal for class treatment as they
24 involve many consumers who are unable to afford and bring such claims individually. Further, most
25 consumers affected by Defendant's conduct are likely unaware of their rights under the law.
26 Individual litigation of the uniform issues in this case would be a waste of judicial resources. The
27 issues at the core of this case are class-wide and should be resolved at one time.

1 71. Plaintiff intends to send notice to all members of the Class to the extent required by
2 CAL. CIV. CODE § 382. The names and addresses of the class members are available from Defendant’s
3 records.

4 **COUNT I**

5 **15 U.S.C. § 1681e(b)**

6 **Failure to Follow Reasonable Procedures to Assure Maximum Possible Accuracy**

7 **(On behalf of Plaintiff, individually, and on behalf of the Class)**

8 72. Plaintiff re-alleges and incorporates the allegations set forth above as if fully stated
9 herein.

10 73. The FCRA mandates that “[w]henver a consumer reporting agency prepares a
11 consumer report it shall follow reasonable procedures to assure maximum possible accuracy of the
12 information concerning the individual about whom the report relates.” 15 U.S.C. § 1681e(b).

13 74. Defendant prepared patently false consumer reports concerning Plaintiff and class
14 members, incorrectly indicating that they were deceased.

15 75. Defendant assembled, merged, and resold patently false consumer reports concerning
16 Plaintiff and class members, incorrectly indicating that they were deceased.

17 76. Despite actual and implied knowledge that Plaintiff and the class members were not
18 dead, Defendant readily sold such false reports to one or more third parties, thereby misrepresenting
19 Plaintiff and class members and their creditworthiness.

20 77. Defendant violated 15 U.S.C. § 1681e(b) by failing to establish or to follow reasonable
21 procedures to ensure maximum possible accuracy in the preparation of the credit reports and credit
22 files it published and maintained concerning Plaintiff and class members.

23 78. Defendant violated the law not based on the information that it reported – though it
24 was erroneous – but based upon its failure to establish and follow reasonable procedures to attain
25 maximum possible accuracy, as required by the FCRA.

26 79. As a result of Defendant’s conduct, Plaintiff and the Class suffered concrete harm
27 including but not limited to financial harm, harm to credit opportunities and reputational harm.

1 80. Defendant's violation was willful, rendering it liable for statutory and punitive
2 damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n.

3 81. Defendant's conduct was willful because it was carried out in knowing or reckless
4 disregard for consumers' rights under the FCRA. Defendant's conduct was intentionally
5 accomplished through its intended procedures; these procedures have continued despite the fact that
6 other CRAs have been subject to court decisions and consumer complaints critical of similar conduct;
7 and Defendant will continue to engage in this conduct because it believes there is greater economic
8 value in selling over-inclusive consumer reports with facial inconsistencies than engaging in the due
9 diligence that would result in producing accurate reports.

10 82. Plaintiff and class members are entitled to recover attorneys' fees and costs from
11 Defendant in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or § 1681o.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff, on behalf of herself and the Class, prays for relief as follows:

- 14 a) Determining that this action may proceed as a class action under CAL. CIV. CODE § 382;
15 b) Designating Plaintiff as the representative for the Class;
16 c) Designating Plaintiff's Counsel as counsel for the Class;
17 d) Issuing notice to the Class at Defendant's expense;
18 e) Declaring that Defendant committed multiple, separate violations of the FCRA;
19 f) Declaring that Defendant acted willfully and in deliberate or reckless disregard of the
20 rights of Plaintiff and the Class under the FCRA;
21 g) Awarding statutory damages as provided by the FCRA;
22 h) Awarding punitive damages as provided by the FCRA;
23 i) Awarding reasonable attorneys' fees and costs and expenses, as provided by the FCRA;
24 and
25 j) Granting further relief, in law or equity, as this Court may deem appropriate and just.

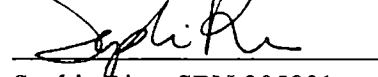
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DEMAND FOR JURY TRIAL

83. Pursuant to Section 16, Article I of the California Constitution and CAL. CODE OF CIV. PRO. § 631, Plaintiff, on behalf of herself and the Class, demands a trial by jury on all issues triable by a jury.

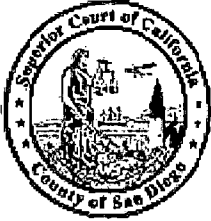
Date: February 24, 2022

BERGER MONTAGUE PC



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Attorneys for Plaintiff



SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 37-2022-00007173-CU-MC-CTL CASE TITLE: Steinberg vs CoreLogic Credco LLC [E-FILE]

NOTICE: All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:

- (1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
- (2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), and
- (3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

Potential Advantages and Disadvantages of ADR

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

Potential Advantages

- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

Potential Disadvantages

- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

Most Common Types of ADR

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at <http://www.sdcourt.ca.gov/adr>.

Mediation: A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

Settlement Conference: A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

Arbitration: A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.

Other ADR Processes: There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

Local ADR Programs for Civil Cases

Mediation: The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge \$150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

On-line mediator search and selection: Go to the court's ADR webpage at www.sdcourt.ca.gov/adr and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

Settlement Conference: The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

Arbitration: The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules Division II, Chapter III and Code Civ. Proc. § 1141.10 et seq or contact the Arbitration Program Office at (619) 450-7300 for more information.

More information about court-connected ADR: Visit the court's ADR webpage at www.sdcourt.ca.gov/adr or contact the court's Mediation/Arbitration Office at (619) 450-7300.

Dispute Resolution Programs Act (DRPA) funded ADR Programs: The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at www.ncrconline.com or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at www.nclifeline.org or (760) 726-4900.

Private ADR: To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

Legal Representation and Advice

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at www.courtinfo.ca.gov/selfhelp/lowcost.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827 BRANCH NAME: Central	FOR COURT USE ONLY
PLAINTIFF(S): Marlene Steinberg	
DEFENDANT(S): CoreLogic Credco LLC	
SHORT TITLE: STEINBERG VS CORELOGIC CREDCO LLC [E-FILE]	
STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)	CASE NUMBER: 37-2022-00007173-CU-MC-CTL

Judge: Carolyn Caietti

Department: C-70

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution (ADR) process. Selection of any of these options will not delay any case management timelines.

- | | |
|---|--|
| <input type="checkbox"/> Mediation (court-connected) | <input type="checkbox"/> Non-binding private arbitration |
| <input type="checkbox"/> Mediation (private) | <input type="checkbox"/> Binding private arbitration |
| <input type="checkbox"/> Voluntary settlement conference (private) | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 15 days before trial) |
| <input type="checkbox"/> Neutral evaluation (private) | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 30 days before trial) |
| <input type="checkbox"/> Other (specify e.g., private mini-trial, private judge, etc.): _____ | |

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) _____

Alternate neutral (for court Civil Mediation Program and arbitration only): _____

Date: _____

Date: _____

Name of Plaintiff

Name of Defendant

Signature

Signature

Name of Plaintiff's Attorney

Name of Defendant's Attorney

Signature

Signature

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

IT IS SO ORDERED.

Dated: 02/25/2022

JUDGE OF THE SUPERIOR COURT

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 Sophia Rios, SBN 305801
 Berger Montague PC, 401 B Street, Suite 2000, San Diego, CA 92101
 TELEPHONE NO.: 619-489-0300 FAX NO. (Optional): 215-875-4604
 E-MAIL ADDRESS: srios@bm.net
 ATTORNEY FOR (Name): Plaintiff Marlene Steinberg

FOR COURT USE ONLY
ELECTRONICALLY FILED
 Superior Court of California,
 County of San Diego
02/24/2022 at 09:26:54 AM
 Clerk of the Superior Court
 By Carolina Miranda, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO
 STREET ADDRESS: 330 West Broadway
 MAILING ADDRESS: 330 West Broadway
 CITY AND ZIP CODE: San Diego 92101
 BRANCH NAME: Central Division

CASE NAME:
 Marlene Steinberg, individually and as representative of the class v. CoreLogic Credco, LLC

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000) **Limited** (Amount demanded is \$25,000 or less)
 Counter **Joinder**
 Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

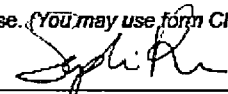
CASE NUMBER: 37-2022-00007173-CU-MC-CTL
JUDGE: Judge Carolyn Caietti
DEPT.:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- | | | |
|--|--|---|
| <p>Auto Tort</p> <input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46)
<p>Other PIPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</p> <input type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input type="checkbox"/> Other PIPD/WD (23)
<p>Non-PIP/WD (Other) Tort</p> <input type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (08)
<input type="checkbox"/> Defamation (13)
<input type="checkbox"/> Fraud (18)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (25)
<input type="checkbox"/> Other non-PIP/WD tort (35)
<p>Employment</p> <input type="checkbox"/> Wrongful termination (36)
<input type="checkbox"/> Other employment (15) | <p>Contract</p> <input type="checkbox"/> Breach of contract/warranty (06)
<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37)
<p>Real Property</p> <input type="checkbox"/> Eminent domain/Inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26)
<p>Unlawful Detainer</p> <input type="checkbox"/> Commercial (31)
<input type="checkbox"/> Residential (32)
<input type="checkbox"/> Drugs (38)
<p>Judicial Review</p> <input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11)
<input type="checkbox"/> Writ of mandate (02)
<input type="checkbox"/> Other judicial review (39) | <p>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</p> <input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
<p>Enforcement of Judgment</p> <input type="checkbox"/> Enforcement of judgment (20)
<p>Miscellaneous Civil Complaint</p> <input type="checkbox"/> RICO (27)
<input checked="" type="checkbox"/> Other complaint (not specified above) (42)
<p>Miscellaneous Civil Petition</p> <input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other petition (not specified above) (43) |
|--|--|---|

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input checked="" type="checkbox"/> Large number of witnesses |
| b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. monetary b. nonmonetary, declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): 1, 15 U.S.C. 1681e(b)
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 2/24/2022
 Sophia Rios


 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	
STREET ADDRESS:	330 W Broadway
MAILING ADDRESS:	330 W Broadway
CITY AND ZIP CODE:	San Diego, CA 92101-3827
DIVISION:	Central
TELEPHONE NUMBER:	(619) 450-7070
PLAINTIFF(S) / PETITIONER(S):	Marlene Steinberg
DEFENDANT(S) / RESPONDENT(S):	CoreLogic Credco LLC
STEINBERG VS CORELOGIC CREDCO LLC [E-FILE]	
NOTICE OF CASE ASSIGNMENT AND CASE MANAGEMENT CONFERENCE (CIVIL)	CASE NUMBER: 37-2022-00007173-CU-MC-CTL

CASE ASSIGNED FOR ALL PURPOSES TO:

Judge: Carolyn Caietti

Department: C-70

COMPLAINT/PETITION FILED: 02/24/2022

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
Civil Case Management Conference	07/29/2022	09:45 am	C-70	Carolyn Caietti

Due to the COVID-19 pandemic, all Case Management Conferences (CMCs) are being conducted virtually unless there is a court order stating otherwise. Prior to the hearing date, visit the "virtual hearings" page for the most current instructions on how to appear for the applicable case-type/department on the court's website at www.sdcourt.ca.gov.

A Case Management Statement (JC Form #CM-110) must be completed by counsel for all parties and by all self-represented litigants and timely filed with the court at least 15 days prior to the initial CMC. (San Diego Superior Court (SDSC) Local Rules, rule 2.1.9; Cal. Rules of Court, rule 3.725).

All counsel of record and self-represented litigants must appear at the CMC, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of Alternative Dispute Resolution (ADR) options.

It is the duty of each plaintiff (and cross-complainant) to serve a copy of this Notice of Case Assignment and Case Management Conference (SDSC Form #CIV-721) with the complaint (and cross-complaint), the Alternative Dispute Resolution (ADR) Information Form (SDSC Form # CIV-730), a Stipulation to Use Alternative Dispute Resolution (ADR) (SDSC Form # CIV-359), and other documents on all parties to the action as set out in SDSC Local Rules, rule 2.1.5.

TIME FOR SERVICE AND RESPONSE: The following rules apply to civil cases except for collections cases under California Rules of Court, rule 3.740(a), unlawful detainer actions, proceedings under the Family Code, and other proceedings for which different service requirements are prescribed by law (Cal. Rules of Court, rule 3.110; SDSC Local Rules, rule 2.1.5):

- **Service:** The complaint must be served on all named defendants, and proof of service filed with the court within 60 days after filing the complaint. An amended complaint adding a defendant must be served on the added defendant and proof of service filed within 30 days after filing of the amended complaint. A cross-complaint against a party who has appeared in the action must be accompanied by proof of service on that party at the time it is filed. If it adds a new party, the cross-complaint must be served on all parties and proof of service on the new party must be filed within 30 days of the filing of the cross-complaint.
- **Defendant's appearance:** Unless a special appearance is made, each defendant served must generally appear (as defined in Code of Civ. Proc. § 1014) within 30 days of service of the complaint/cross-complaint.
- **Extensions:** The parties may stipulate without leave of court to one 15-day extension beyond the 30-day time period prescribed for the response after service of the initial complaint (SDSC Local Rules, rule 2.1.6). If a party fails to serve and file pleadings as required under this rule, and has not obtained an order extending time to serve its pleadings, the court may issue an order to show cause why sanctions shall not be imposed.

JURY FEES: In order to preserve the right to a jury trial, one party for each side demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars (\$150) on or before the date scheduled for the initial case management conference in the action.

COURT REPORTERS: Official Court Reporters are not normally available in civil matters, but may be requested in certain situations no later than 10 days before the hearing date. See SDSC Local Rules, rule 1.2.3 and Policy Regarding Normal Availability and Unavailability of Official Court Reporters (SDSC Form #ADM-317) for further information.

ALTERNATIVE DISPUTE RESOLUTION (ADR): The court discourages any unnecessary delay in civil actions; therefore, continuances are discouraged and timely resolution of all actions, including submitting to any form of ADR is encouraged. The court encourages and expects the parties to consider using ADR options prior to the CMC. The use of ADR will be discussed at the CMC. Prior to the CMC, parties stipulating to the ADR process may file the Stipulation to Use Alternative Dispute Resolution (SDSC Form #CIV-359).

NOTICE OF E-FILING REQUIREMENTS AND IMAGED DOCUMENTS

Effective April 15, 2021, e-filing is required for attorneys in represented cases in all limited and unlimited civil cases, pursuant to the San Diego Superior Court General Order: In Re Procedures Regarding Electronically Imaged Court Records, Electronic Filing and Access to Electronic Court Records in Civil and Probate Cases. Additionally, you are encouraged to review CIV-409 for a listing of documents that are not eligible for e-filing. E-filing is also encouraged, but not mandated, for self-represented litigants, unless otherwise ordered by the court. All e-filers are required to comply with the e-filing requirements set forth in Electronic Filing Requirements (Civil) (SDSC Form #CIV-409) and Cal. Rules of Court, rules 2.250-2.261.

All Civil cases are assigned to departments that are part of the court's "Imaging Program." This means that original documents filed with the court will be imaged, held for 30 days, and then destroyed, with the exception of those original documents the court is statutorily required to maintain. The electronic copy of the filed document(s) will be the official court record, pursuant to Government Code § 68150. Thus, original documents should not be attached to pleadings filed with the San Diego Superior Court, unless it is a document for which the law requires an original be filed. Any original documents necessary for a motion hearing or trial shall be lodged in advance of the hearing pursuant to California Rules of Court, rule 3.1302(b).

It is the duty of each plaintiff, cross-complainant, or petitioner to serve a copy of this Notice of Case Assignment and Case Management Conference (Civil) (SDSC Form #CIV-721) with the complaint, cross-complaint, or petition on all parties to the action.

On all pleadings filed after the initial case originating filing, all parties must, to the extent it is feasible to do so, place the words "IMAGED FILE" in all caps immediately under the title of the pleading on all subsequent pleadings filed in the action.

The official court file will be electronic and accessible at one of the kiosks located in the Civil Business Office and may be found on the court's website at www.sdcourt.ca.gov.

POS-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (<i>Name, State Bar number, and address</i>): Sophia Rios, SBN 305801 BERGER MONTAGUE PC 401 B Street, Suite 2000 San Diego, CA 92101 TELEPHONE NO.: 619-489-0300 FAX NO. (<i>Optional</i>): 215-875-4604 E-MAIL ADDRESS (<i>Optional</i>): srios@bm.net ATTORNEY FOR (<i>Name</i>): Plaintiff Marlene Steinberg	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 W Broadway MAILING ADDRESS: 330 W Broadway CITY AND ZIP CODE: San Diego 92101 BRANCH NAME: Central	
PLAINTIFF/PETITIONER: Marlene Steinberg, individually & as representative of the class DEFENDANT/RESPONDENT: CoreLogic Credco, LLC	CASE NUMBER: 37-2022-00007173-CU-MC-CTL
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.:

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. summons
 - b. complaint
 - c. Alternative Dispute Resolution (ADR) package
 - d. Civil Case Cover Sheet (*served in complex cases only*)
 - e. cross-complaint
 - f. other (*specify documents*): Notice of Case Assignment & Case Mgmt Conference (Civil)
3.
 - a. Party served (*specify name of party as shown on documents served*):
CoreLogic Credco, LLC
 - b. Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (*specify name and relationship to the party named in item 3a*):
4. Address where the party was served:
5. I served the party (*check proper box*)
 - a. **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (*date*): _____ (2) at (*time*): _____
 - b. **by substituted service.** On (*date*): _____ at (*time*): _____ I left the documents listed in item 2 with or in the presence of (*name and title or relationship to person indicated in item 3*): _____
 - (1) (**business**) a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) (**home**) a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) (**physical address unknown**) a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (*date*): _____ from (*city*): _____ or a declaration of mailing is attached.
 - (5) I attach a **declaration of diligence** stating actions taken first to attempt personal service.

POS-010

PLAINTIFF/PETITIONER: Marlene Steinberg, individually & as representative of the class DEFENDANT/RESPONDENT: CoreLogic Credco, LLC	CASE NUMBER: 37-2022-00007173-CU-MC-CTL
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5. c. **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on *(date)*: _____ (2) from *(city)*: _____
- (3) with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgement of Receipt.*) (Code Civ. Proc., § 415.30.)
- (4) to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. **by other means** (*specify means of service and authorizing code section*): _____

Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. as an individual defendant.
- b. as the person sued under the fictitious name of (*specify*): _____
- c. as occupant.
- d. On behalf of (*specify*): _____

under the following Code of Civil Procedure section:

- | | |
|---|---|
| <input type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: _____ |

7. **Person who served papers**

- a. Name: _____
- b. Address: _____
- c. Telephone number: _____
- d. **The fee** for service was: \$ _____
- e. I am:
- (1) not a registered California process server.
- (2) exempt from registration under Business and Professions Code section 22350(b).
- (3) a registered California process server:
- (i) owner employee independent contractor.
- (ii) Registration No.: _____
- (iii) County: _____

8. **I declare** under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. **I am a California sheriff or marshal and** I certify that the foregoing is true and correct.

Date: _____

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

(SIGNATURE)

1 TROUTMAN PEPPER HAMILTON
2 SANDERS LLP
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7 Irvine, CA 92614
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11 Attorneys for Defendant
12 CORELOGIC CREDCO, LLC

13 UNITED STATES DISTRICT COURT
14 SOUTHERN DISTRICT OF CALIFORNIA

16 MARLENE STEINBERG,
17 Plaintiff,
18 v.
19 CORELOGIC CREDCO, LLC,
20 Defendant.

Case No. 3:22-cv-00498-H-AGS
NOTICE OF APPEARANCE

TROUTMAN PEPPER HAMILTON SANDERS LLP
11682 EL CAMINO REAL
SUITE 400
SAN DIEGO, CA 92130-2092

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PLEASE TAKE NOTICE THAT:

Ronald I. Raether of Troutman Pepper Hamilton Sanders LLP, 5 Park Plaza, Suite 1400, Irvine, CA 92614, telephone (949) 622-2700, facsimile (949) 622-2739, and email ron.raether@troutman.com hereby enters his appearance as an attorney of record for Defendant CoreLogic Credco, LLC in the above-captioned matter.

Dated: April 12, 2022

TROUTMAN PEPPER HAMILTON SANDERS LLP

By: /s/ Ronald I. Raether

Ronald I. Raether
Jessica Lohr

Attorneys for Defendant
CORELOGIC CREDCO, LLC

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