

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

TERRY BROWN,

Plaintiff,

v.

Civil Action No. 1:20-cv-00482-AJT-JFA

RP ON-SITE LLC,

Defendant.

CONSENT INJUNCTIVE RELIEF ORDER

On May 9, 2021, Defendant, RP On-Site LLC (“On-Site”) and Plaintiff Terry Brown entered into a Settlement Agreement and Release. Pursuant to the Settlement and Release Agreement, On-Site, without admitting any of the allegations in the Complaint, consents to the entry of this Order:

1. For the next five years, in instances where On-Site receives a full date of birth from its vendor corresponding to a sex offender registry record, On-Site will agree to only match that sex offender registry record based on an exact date of birth match to either the full date of birth that On-Site receives from the application materials or the full date of birth pertaining to the applicant that On-Site receives from other reliable data providers, which are currently credit bureaus. However, where On-Site receives a full date of birth from a vendor corresponding to a sex offender registry record, and the sex offender registry record includes an exact match on month of birth and day of birth as described above, but the year of birth matches within plus or minus one year, On-Site will not eliminate that sex offender registry record as a potential match if there is also an exact match on last name, an exact match on first name, and either an exact match on middle name or the middle name is blank.

2. For the next five years, On-Site will agree not to use addresses, names or dates of birth obtained from Convergence to supplement identifying information obtained through the application in its sex offender registry matching procedures.

3. For the next five years, On-Site will agree to limit its reporting of sex offender registry records on an applicant to those records that correspond to the sex offender registries in the state where the property at issue is located, as well as states where the applicant is believed to have a current or previous known address based on information from the application or reliable data providers, which are currently the credit bureaus. If the property at issue, or addresses believed to be associated with the applicant, are located in metropolitan areas with straddling state boundaries, the states neighboring those metropolitan areas will also be included in the list of applicable state sex offender registries. When processing addresses for use in the matching procedure described in this paragraph, On-Site may use tools to ensure the addresses it ultimately uses conform to expected standards. For example, and without limitation, these tools may correct typos or other errors, *i.e.* spelling “Main” as “Mane,” that may occur when On-Site receives an input address.

4. Annually for the next five years, On-Site will agree to have any Senior Directors, Vice Presidents, and Senior Vice Presidents who actively manage On-Site’s Screening Product undergo additional Fair Credit Reporting Act compliance training that discusses On-Site’s accuracy obligations related to the matching and reporting of sex offender registry records. This training will be designed by either On-Site’s in-house legal department or an outside third-party, at On-Site’s discretion.

5. The injunctive relief discussed in Paragraph 1 through 3 above will take effect 90 days after the Court’s final approval of the settlement. The training discussed in Paragraph 4

will first occur within one year of the Court's final approval of the settlement and annually thereafter.

6. If, during the period of the injunctive relief above, On-Site believes that changes have occurred in federal, state or local law, or through other applicable regulations or administrative actions, that alter On-Site's obligations with respect to the requirements under 15 U.S.C. § 1681e(b) as they pertain to sex offender registry record matching, On-Site is permitted to modify the procedures discussed in Paragraphs 1 through 4 above in the manner it deems necessary to maintain compliance with the law. At the time of the change, On-Site must provide notice of the change to Class Counsel. If Class Counsel, acting in good faith, disagrees that the change is consistent with changes in the applicable law, they shall provide On-Site with written notice of any objections to the proposed change, and the reasons for the same, within fifteen (15) days of On-Site's communication notifying Class Counsel of the change. Thereafter, if On-Site and Class Counsel cannot reach agreement on the proposed change, On-Site must petition the Court for approval of the proposed change. Further, the Parties agree to set the petition for a hearing pursuant to the Court's expedited procedures for hearings.

IT IS SO ORDERED

ENTERED this 3rd day of November, 2021.



Anthony J. Trenga
United States District Judge