

23-1118(L) 23-1166(XAP)

IN THE UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

Connecticut Fair Housing Center and Carmen Arroyo,
individually and as conservator of Mikhail Arroyo,
Plaintiffs-Appellants-Cross-Appellees

v.

CoreLogic Rental Property Solutions, LLC,
Defendant-Appellee-Cross-Appellant

Appeal from the United States District Court for the District of Connecticut
No. 18-CV-705

JOINT APPENDIX Volume 4 of 4 (Pages JA-586 to JA-832)

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**STATE OF CONNECTICUT
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**

Carmen Arroyo, individually)
and on behalf of Mikhail Arroyo) **PRE-DETERMINATION**
) **CONCILIATION AGREEMENT**
v.)
)
ArtSpace Windham Limited Partnership)
And)
WinnResidential Connecticut, LLC)

CHRO Case No. 1750140 and 1750141
HUD Case No. 01-17-6444-8

Date Filed: February 27, 2017
Date Filed: February 27, 2017

I. INTRODUCTION

- A. WHEREAS, on February 27, 2017, a complaint was filed by **Carmen Arroyo, individually and on behalf of Mikhail Arroyo** (hereinafter "COMPLAINANT") against **ArtSpace Windham Limited Partnership and WinnResidential Connecticut, LLC** (hereinafter "RESPONDENTS") with the Connecticut Commission on Human Rights and Opportunities and numbered **1750140 and 1750141** alleging a violation of Connecticut Fair Housing Statute(s), CONN. GEN. STAT. Section 46a-64c et seq.; and
- B. WHEREAS, a complaint was filed by COMPLAINANT with the United States Department of Housing and Urban Development (hereinafter "HUD") on February 27, 2017 alleging, among other things, violations by RESPONDENTS of Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, both as amended and enforced through Conn. Gen. Stat. Sec. 46a-58(a) coded **01-17-6444-8**. Complaint number **01-17-6444-8** was deferred to the COMMISSION for investigation pursuant to provisions of the Cooperative Agreement between the COMMISSION and HUD; and
- C. WHEREAS, the complaints alleged, among other things, that unfair housing practices were committed by RESPONDENTS which resulted in the claim of discrimination against COMPLAINANT in violation of Connecticut Fair Housing Statute(s), CONN. GEN. STAT. Section 46a-64c et seq. and / or Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 both as amended and enforced through Conn. Gen. Stat. Sec. 46a-58(a).
- D. WHEREAS, RESPONDENTS maintain that their housing practices comply in all respects with all local, state and federal laws, regulations and rules, including Connecticut Fair Housing Statutes, CONN. GEN. STAT. Section 46a-64c et seq. and/or Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988,
- E. WHEREAS, COMPLAINANT, RESPONDENTS and the COMMISSION agree that a settlement of all the issues raised in the complaint would best serve the public interest and the respective interest(s) of the parties; and

THEREFORE, the parties enter into the following agreement:

II. PARTIES TO THE AGREEMENT

The parties to the agreement are:

(1) COMPLAINANT, **Carmen Arroyo, individually and on behalf of Mikhail Arroyo** (2) RESPONDENT, **ArtSpace Windham Limited Partnership** (3) RESPONDENT, **WinnResidential Connecticut, LLC** and (4) the COMMISSION, represented by its Investigator, **Diane Carter**.

III. TERMS OF THE AGREEMENT

- a. It is understood by all parties that this Agreement does not constitute an admission by RESPONDENTS of any liability or violation of any laws or regulations, including Connecticut Fair Housing Statute(s), CONN. GEN. STAT. Section 46a-64c et seq. and/or Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, as enforced through CONN. GEN. STAT. 46a-58(a).
- b. RESPONDENTS agree to comply with all federal and state fair housing statute(s) and to ensure that their operational policies are developed and implemented so as to provide full and equal access to all persons regardless of **race, creed, color, national origin, ancestry, sex, marital status, familial status, age, lawful source of income, sexual orientation, mental retardation, mental disability or physical disability** as well as its obligation to make **reasonable modifications and reasonable accommodations to allow disabled individuals full and equal access and full and equal use and enjoyment of their premises.**
- c. RESPONDENTS further agree to ensure that their use of criminal history to deny housing to applicants does not result in an unjustified discriminatory effect in violation of federal and state fair housing statutes.
- d. RESPONDENTS agree upon the signing of this Agreement to pay COMPLAINANT, Carmen Arroyo, the total sum of FIFTY THOUSAND DOLLARS **(\$50,000.00)** in full settlement of all disputed claims between them.
 1. Payments shall be made in a form of a certified bank check or Attorney Trust Account, payable to "Connecticut Fair Housing Center as Trustee for Carmen Arroyo" and hand-delivered or mailed to the attention of Diane Carter, Investigator, State of Connecticut, Commission on Human Rights and Opportunities, 450 Columbus Blvd., Ste. 3, Hartford, CT 06103.
 2. Any amount not paid within thirty (30) days of execution by the RESPONDENTS shall accrue interest at an annual rate of 10%.
 3. RESPONDENTS shall be responsible for any costs, including attorney's fees, incurred by the COMPLAINANT to enforce this Agreement should the RESPONDENTS breach it. COMPLAINANT shall be responsible for any costs, including attorney's fees, incurred by any of the RESPONDENTS to enforce this

Agreement should the COMPLAINANT breach it.

4. RESPONDENTS and COMPLAINANT specifically agree and acknowledge herein that these monies are in full and complete settlement of all of the COMPLAINANT'S claims that were alleged and filed with the COMMISSION in case numbers **1750140 and 1750141** and the United States Department of Housing and Urban Development in case number **01-17-6444-8**.
- e. The COMPLAINANT agrees to pay all State and/or Federal taxes, if any, which are required to be paid by them as a result of this settlement. The COMPLAINANT further understands and so recognizes by her signature below, that she is solely responsible for any and all tax liability, she agrees to defend and hold harmless RESPONDENTS and the COMMISSION, and release RESPONDENTS and the COMMISSION from and against any and all liability and/or penalties for any amounts claimed due for any liability and/or penalties imposed by any Federal or State authority whether for taxes or any other Federal or State program or authority. The COMMISSION and RESPONDENTS do not take any position and/or make any representations or warranties regarding the question of the COMPLAINANTS' tax liability, or any other liabilities or impact resulting from or in relation to any settlement payment. The COMPLAINANT hereby acknowledges that she has been so advised.
- f. COMPLAINANT and her REPRESENTATIVE agree at the signing of this Agreement that any press release and/or public statement will be shared with RESPONDENTS in advance of publication.
- g. RESPONDENT, WinnResidential Connecticut, LLC agrees that, within three months of the signing of this Agreement, it will arrange for at least two hours of training in fair housing laws, and, to the extent possible and practical, have designated office staff and RESPONDENT employees who are involved in the rental process or have contact with potential renters and/or buyers attend the training.

For purposes of this settlement, RESPONDENT, WinnResidential Connecticut, LLC will be specifically trained in criminal records policy with the Business Training Institute within the CHRO at 1-800-477-5737, Cheryl Sharpe, Deputy Director and/or Atty. Michelle Dumas-Keuler.

- h. RESPONDENTS acknowledge that they are aware that in the future they may contact the COMMISSION and/or HUD directly for informational purposes and guidance on matters relating to fair housing laws.
- i. THE PARTIES voluntarily and knowingly waive any rights to a hearing which they might have had with regard to COMPLAINANT'S claims which were alleged and filed with the COMMISSION in complaint numbers **1750140 and 1750141** and/or the United States Department of Housing and Urban Development in complaint number **01-17-6444-8**.
- j. COMPLAINANT hereby agrees not to request from the United States Department of Housing and Urban Development a review of the COMMISSION'S final action and closing of COMPLAINANT'S claims which were alleged and filed with the COMMISSION in complaint numbers **1750140 and 1750141** and the United States Department of Housing and Urban Development in complaint number **01-17-6444-8**.

- k. COMPLAINANT for herself and each of her heirs, executors, administrators and assigns hereby voluntarily waives, releases, forever discharges and covenants not to sue RESPONDENTS, entities they own or control, predecessors or successors, and their officers, representatives, or employees with respect to any claims which were or could have been alleged and/or filed with the COMMISSION in complaint numbers **1750140 and 1750141** and United States Department of Housing and Urban Development in complaint number **01-17-6444-8**.
- l. COMPLAINANT hereby acknowledges that she has been advised of her rights and remedies under both state and federal law and that she knowingly and voluntarily waives her rights to pursue any further legal proceeding against RESPONDENTS, their predecessors or successors, and officers, representatives, or employees, heirs and assigns as of the date of this agreement with respect to the above-stated charges, and any other matter existing between the parties which were alleged and filed in the above cited complaint except for any legal proceedings which might become necessary to enforce this agreement.
- m. The COMMISSION will maintain jurisdiction in this matter and reserves the right to REOPEN the above-stated complaints filed with the COMMISSION in complaint numbers **1750140 and 1750141** and United States Department of Housing and Urban Development in complaint number **01-17-6444-8** upon substantial failure of either the COMPLAINANT and/or RESPONDENTS to comply with the TERMS OF AGREEMENT contained herein.
- n. The COMMISSION, in accordance with CONN. GEN. STAT. Section 46a-95(a) or 46a-98a, may file a petition in Superior Court for the enforcement of this agreement if, COMPLAINANT and/or RESPONDENTS, after being given adequate notice and opportunity, fail to comply with the TERMS OF AGREEMENT contained herein.
- o. The parties understand that this Agreement is a public document.

All parties do hereby signify their agreement to the above PRE-DETERMINATION CONCILIATION AGREEMENT by their signatures to this document.

IN WITNESS WHEREOF the parties have hereunto set their hands.

I. COMPLAINANT

BY: Carmen Arroyo
COMPLAINANT – Carmen Arroyo, individually
And on behalf of Mikhail Arroyo

DATE: 9 Aug 2017

State of Connecticut

County of Hartford

On this 9 day of August, 2017,

before me S. K. Kazerounian the undersigned officer,

personally appeared Carmen Arroyo, known to me to be the person whose name is subscribed to within the foregoing instrument, and acknowledged that he executed the same for the purposed therein contained.

IN WITNESS WHEREOF I hereunto set my hand.

S. K. Kazerounian
~~NOTARY PUBLIC~~ COMMISSIONER OF THE COURT

II. RESPONDENT Artspace Windham Limited Partnership

BY *Marc S. Levine*
Marc S. Levine, Member of Artspace Connecticut LLC, Its General Partner

DATE: 8/9/17

State of Connecticut

County of Hartford

On this 9th day of August, 2017,

before me Tamara Kagan Levine, the undersigned officer, personally appeared Marc S. Levine, a member of Artspace Connecticut LLC, the general partner of Artspace Windham Limited Partnership, known to me to be the person whose name is subscribed to within the foregoing instrument, and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained on behalf of said limited liability company and limited partnership.

IN WITNESS WHEREOF I hereunto set my hand.

Tamara Kagan Levine
Tamara Kagan Levine
NOTARY PUBLIC/COMMISSIONER OF THE COURT
My Commission Expires _____

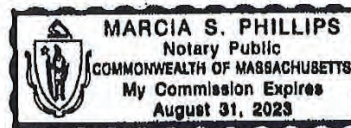
III. RESPONDENT WinnResidential Connecticut, LLCBY: [Signature]

Its

DATE: 08/09/17State of Connecticut MassachusettsCounty of SuffolkOn this 9th day of August, 2017,

before me Patrick Appleby^{mp} Marcia S. Phillips
Patrick Appleby, President of WinnResidential
 Connecticut, LLC, known to me to be the person whose name is subscribed to within the
 foregoing instrument, and acknowledged that he/she executed the same in the capacity therein
 stated and for the purposes therein contained on behalf of said limited liability company.

IN WITNESS WHEREOF I hereunto set my hand.

Marcia S. PhillipsNOTARY PUBLIC/COMMISSIONER OF THE COURT
My Commission Expires 08/31/2023IV. COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIESBY: [Signature]Diane Carter, InvestigatorDATE: 8/21/17State of ConnecticutCounty of Hartford

on this 21st day of August, 2017 before me Robin Trepanier,
 the undersigned officer, personally appeared Diane Carter,
 the authorized representative for the state of CT, CHRO,
 known to me to be the person whose name is subscribed
 to within the foregoing instrument, & acknowledged that
 she executed the same in the capacity therein stated
 & for the purposes therein contained on behalf of the
 State.

Page 7 of 8

in witness whereof I hereunto
 set my hand.
Robin Trepanier commonwealth
 of the Court.

To: Carmen Arroyo Page 2 of 4

2016-12-13 15:07:41 (GMT) CT Fair Housing Cent From: Connecticut Fair Housing C



Connecticut Fair Housing Center

December 12, 2016

ArtSpace Windham
Michael Cunningham
Winn Residential

By EMAIL

Dear Mr. Cunningham,

As you know, our office represents Mikhail Arroyo. This is my third written request to you for a reasonable accommodation in this case. Mr. Arroyo is a person suffering a significant disability who is applying to live at ArtSpace Windham with his mother, Carmen Arroyo. I first contacted you on November 28, 2013 about this case. I sent you a second request on November 30, 2016.

You denied Mr. Arroyo's application to live at ArtSpace Windham because of some factor which you will not reveal to us. I understand from his mother that Mr. Arroyo had a minor problem with the law a number of years ago.

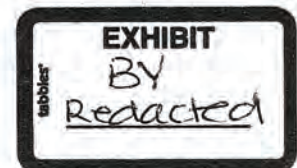
Because of Mr. Arroyo's disability he is quite incapable of engaging in any criminal behavior now or in the future. I am enclosing a letter from his doctor attesting to this. Because of his disability he will be completely dependent upon his mother for help and he will not be able to leave his apartment without her assistance. He is severely limited in his mobility and he cannot speak. As a reasonable accommodation I ask you to ignore his criminal record, or whatever it is that is causing you to deny his application.

This is an urgent matter. As this is my third request to you please provide us with an answer to this request by Friday, December 16th. A failure to respond to a reasonable accommodation request can be seen as a violation of the Fair Housing Act.

Yours truly,

Maria Cristina Cuerda
Fair Housing Specialist

221 Main Street, 4th Floor • Hartford, CT • 06106
860-247-4400 (Hartford) • 888-247-4401 (Toll Free)
860-247-4236 (fax)
www.ctfairhousing.org



CFHC000113

To: Carmen Arroyo Page 3 of 4

2016-12-13 15:07:41 (GMT) CT Fair Housing Cent From: Connecticut Fair Housing C



REHABILITATION MEDICINE ASSOCIATES

490 BLUE HILLS AVENUE, HARTFORD, CT 06112
(860) 714-2647 / (860) 714-8517 FAX

THOMAS B. MILLER, M.D.
RAYMOND J. CHAGNON, M.D.

ROBERT J. KRUG, M.D.
KATHLEEN M. ABBOTT, M.D.
MOEID KHAN, M.D.
MARIA TSAROUHAS, D.O.

FRANK PASINI, PA-C
TARA BRESLIN, PA-C

December 12, 2016

RE: Mikhail Arroyo
DOB: [REDACTED]

To Whom It May Concern:

I provide medical care for Mikhail Arroyo for injuries sustained in a 2015 accident. He currently has residual cognitive impairment, communication deficits and hemiparesis as a result of a traumatic brain injury sustained in his accident. He requires assistance for all activities of daily living and mobility. He requires the use of a wheelchair for long distances. He is unable to speak but is able to communicate through gestures. He has applied for a state of Connecticut brain injury waiver program.

It is my understanding that he has a minor criminal record. In my opinion, he currently has significant functional, cognitive and communication limitations that significantly affect his daily affairs. He will be totally dependent on his mother's care and will not be able to leave his home without her assistance.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Thomas B. Miller, M.D.

MEMBER OF SAINT FRANCIS MEDICAL GROUP

CFHC000114

1 UNITED STATES DISTRICT COURT

2 DISTRICT OF CONNECTICUT

3 CONNECTICUT FAIR HOUSING)
 4 CENTER, et al)
 Plaintiff,) NO: 3:18CV705 (VLB)
 5)
 6 vs.)
) March 14, 2022
 7 CORELOGIC RENTAL PROPERTY)
 SOLUTIONS, LLC,)
 Defendant.) VOLUME I

8
 9 450 Main Street
 Hartford, Connecticut

10 B E N C H T R I A L

11 B E F O R E:

12 THE HONORABLE VANESSA L. BRYANT, U.S.D.J.

13 A P P E A R A N C E S:

14 For the Plaintiff : SALMUN KAZEROUNIAN
 Connecticut Fair Housing Center
 15 60 Popieluszko Court
 Hartford, CT 06101

16 CHRISTINE E. WEBBER
 17 Cohen, Milstein, Sellers & Toll
 1100 New York Avenue, N.W.
 18 Suite 500
 Washington, DC 20005

19 ERIC GREGORY DUNN
 20 National Housing Law Project
 919 E. Main Street, Suite 610
 21 Richmond, VA 23219

22 SAMANTHA GERLEMAN
 10911 Amherst Ave., #521
 23 Silver Spring, MD 20902

24 Transcriber: Martha C. Marshall, RMR, CRR

25 Proceedings recorded by electronic sound recording,
 transcript produced by transcription service.

1 THE COURT: The plaintiff may call its first
2 witness.

3 MR. KAZEROUNIAN: Your Honor, plaintiffs call Carmen
4 Arroyo.

5 THE COURT: Mrs. Arroyo, please come to the stand
6 here. You'll notice there's a microphone and it has a
7 flexible arm. You can move it, see. Okay. So I want you to
8 raise your right hand. You're going to be sworn in. And
9 when you speak, you need to speak into the microphone. You
10 hear how my voice is amplified when I speak into the
11 microphone?

12 THE WITNESS: Yes, Your Honor.

13 THE COURT: Very good. And then when you get ready
14 to sit down, you need to move that microphone away so there's
15 room for you to sit and then readjust it. All righty?

16 THE WITNESS: Yes.

17 THE COURT: When you leave the stand, you're going
18 to do the same thing, move the microphone back.

19 THE WITNESS: Thank you.

20 THE COURT: You're welcome.

21 Mr. Shafer.

22 C A R M E N A R R O Y O, the plaintiff in the
23 case, having been duly sworn by the Clerk, was examined and
24 testified on her oath as follows:

25 THE CLERK: Please state your name and spell your

1 last name.

2 THE WITNESS: My name is Carmen Arroyo, A R R O Y
3 O.

4 THE CLERK: Please state the city and state in which
5 you reside.

6 THE WITNESS: I reside in Windham, Connecticut.

7 THE CLERK: Thank you.

8 THE COURT: You may be seated.

9 MR. KAZEROUNIAN: Mr. Shafer, can we have control of
10 the screens?

11 Thank you.

12 DIRECT EXAMINATION

13 BY MR. KAZEROUNIAN:

14 Q. Carmen, what is your relationship to Mikhail
15 Arroyo?

16 A. I am his mother as well as his conservator.

17 Q. Why did you become his conservator?

18 A. My son was injured and I needed to be there for him
19 to advocate.

20 Q. When was the accident that caused his injury?

21 A. He had an injury in July of 2015.

22 Q. Would you tell me about your relationship with
23 Mikhail prior to the accident?

24 A. We had a good relation -- we have a good
25 relationship. He's very energetic. Finished high school.

1 Good kid. You know, normal.

2 Q. Were you close?

3 A. We were very close, yep. Still are.

4 Q. Would you describe Mikhail a little bit before the
5 accident?

6 A. Mikhail was an athletic young man in school. Very
7 popular with his friends. The same wear and tear with kids,
8 you know, teenagers and so forth.

9 Q. And what condition was Mikhail in right after the
10 accident?

11 A. He was in a coma.

12 Q. And when did he awake from his coma?

13 A. Approximately, about six months after.

14 Q. What was his condition when he woke up from the
15 coma?

16 A. Non-verbal. He had aphasia. He could not walk.
17 He could not feed himself. He could not write. He could not
18 do anything. He opened his eyes and that was it.

19 Q. What was the prognosis at the time?

20 A. He had a traumatic brain injury. A BI -- TBI as
21 it's known. He has aphasia where he can't really speak. It
22 was affected -- his cortex was affected.

23 Q. At that time was he expected to get back the
24 functions that he had lost?

25 A. I was told by the physicians that the quality of

1 life would not be the same for him.

2 Q. What happened with Mikhail next?

3 A. He was transitioned over to a nursing home,
4 Riverside at East Hartford, rehabilitative nursing home.

5 Q. Approximately, when was that?

6 A. That was right around February-ish.

7 Q. Of what year?

8 A. 2016.

9 Q. What is your race or ethnicity?

10 A. I am Hispanic.

11 Q. And what is Mikhail's?

12 A. He is Hispanic.

13 Q. When was Mikhail ready to be discharged from the
14 nursing home?

15 A. Shortly in 2016, around the spring time.

16 Q. Where was he going to live after that?

17 A. He was going to live at home with mom -- with me.

18 Q. Why was that the plan?

19 A. As his mother, I felt that it would be good for him
20 to be around his family. His family, we're very close. It
21 would help him recover a lot better than being placed in a
22 nursing home.

23 Q. What was your address at the time?

24 A. 480 Main Street, Willimantic.

25 Q. Did that building have a name?

1 A. Artspace.

2 Q. And what company was the property manager at the
3 time?

4 A. WinnResidential.

5 Q. Would you describe the apartment you lived in in
6 April 2016?

7 A. I lived in a one bedroom on the third floor.

8 Q. And what was your rent?

9 A. About 900.

10 MR. KAZEROUNIAN: Could you show us Exhibit
11 36 -- 37, I'm sorry.

12 Q. Do you recognize this document?

13 A. I do.

14 Q. What is it?

15 A. It is a lease contract for moving. A lease when
16 you move into an apartment.

17 MR. KAZEROUNIAN: Your Honor, we move to admit
18 Exhibit 37 into evidence.

19 THE COURT: Have the parties stipulated to admission
20 of evidence?

21 MS. O'TOOLE: We have, Your Honor. And if there's a
22 convenient time for some housekeeping, we're happy to read
23 into the record the exhibits to which the parties have no
24 objection. As to this particular exhibit, defendants have no
25 objection.

1 THE COURT: When each one is admitted, you can
2 indicate that it is being admitted by stipulation.

3 MR. KAZEROUNIAN: Okay. Thank you, Your Honor.

4 THE COURT: You're welcome. So this exhibit again,
5 is it 63? What's the number?

6 MR. KAZEROUNIAN: 37.

7 THE COURT: 37 is a full exhibit by agreement.

8 Q. How was Mikhail going to live with you in a one
9 bedroom apartment?

10 A. He wasn't. I was looking into a two bedroom.

11 Q. In the same building?

12 A. Yes.

13 Q. Was a two bedroom unit available in Artspace in
14 April of 2016?

15 A. I believe so, yes.

16 Q. So what did you do next?

17 A. I applied for -- I inquired on how to get a
18 transfer. I was told I had to get a background check for
19 Mikhail.

20 Q. And did you submit any paperwork for that
21 background check?

22 A. I did. I paid the fee and submitted the paperwork
23 that was given to me for the background check.

24 Q. When was that?

25 A. Right shortly after I knew he could be home.

1 Q. So do you recall the month and year?

2 A. 2016. Shortly -- probably about April.

3 MR. KAZEROUNIAN: Could you show us Exhibit 37

4 -- sorry.

5 Q. What happened next?

6 A. Shortly after I went to check on the progress on
7 it. I was told that he was denied to move in.

8 Q. Did you find out the reason he was denied?

9 A. No.

10 Q. What were you supposed to do at that point?

11 A. I was supposed to get the phone number and an
12 application and submit forms to CoreLogic.

13 Q. Did WinnResidential give you any information,
14 contact information for CoreLogic?

15 A. I was given a phone number.

16 Q. Did you -- so what did you do next?

17 A. I contacted the number, was told basically the
18 forms that I needed to submit, and I did.

19 Q. And what was your understanding of the reason you
20 couldn't get any more information from WinnResidential?

21 THE COURT: Excuse me. You said you submitted the
22 forms. Did you submit all the forms?

23 THE WITNESS: I submitted Mikhail Arroyo's driver's
24 license, my driver's license. I submitted the form -- the
25 conservatorship form from the Probate Court, an electric bill

1 for address, so that they would have the address with my
2 name.

3 Q. Carmen, we just put up Exhibit 28. Do you
4 recognize this document?

5 A. Yes, that's the form that I was asked to submit.

6 Q. And could you scroll down so we could see the date
7 on the form?

8 THE COURT: What number's this?

9 MR. KAZEROUNIAN: This is Exhibit 28.

10 THE COURT: 28 admitted by agreement? Would you
11 please indicate as you offer or before you offer.

12 MR. KAZEROUNIAN: Will do. Thank you, Your Honor.

13 Q. So what is the date on this document?

14 A. June 14, 2016.

15 Q. Could you just flip through the pages. And,
16 Carmen, could you let us know what each of these documents
17 is. Actually, let's stop right here for a second.

18 A. So this one would be the State of Connecticut Court
19 of Probate. The date on it was August 13th of 2015.

20 Q. So what is this document?

21 A. This is showing that I have conservatorship of
22 person and estate of my son, Mikhail Arroyo.

23 Q. Thank you. Next page.

24 And what is this?

25 A. That is his Pennsylvania driver's license at the

1 time.

2 THE COURT: Could you scroll back up again. All
3 right. Up a little bit more. No, down. Down, down, down.
4 Okay. Right there. All right.

5 And what does it say under that little blurry area
6 on the left?

7 THE WITNESS: Court seal.

8 THE COURT: What else does it say?

9 THE WITNESS: Not valid. I don't see the
10 whole -- not valid without Court or Probate seal impressed.

11 THE COURT: And did you submit the Conservator
12 Certificate with a seal affixed or did you take a photocopy
13 of a certificate with a seal affixed?

14 THE WITNESS: I faxed it. There were some that were
15 sent --

16 THE COURT: You faxed it?

17 THE WITNESS: -- and then faxed the second time
18 around.

19 THE COURT: So what you sent was a certificate
20 without a seal? You said a certificate with a marred image
21 of a seal.

22 THE WITNESS: I believe, yes, that's what it looks
23 like. Yes.

24 THE COURT: Thank you. You may proceed.

25 Q. What is this?

1 A. I believe it was in the spring time. 2016 I know
2 was in the year. Within that time frame. It might have even
3 been closer to the fall.

4 THE COURT: In the fall of what year?

5 THE WITNESS: 2016.

6 THE COURT: 2016?

7 THE WITNESS: Uh-huh.

8 Q. Now, why was it a problem that you couldn't get the
9 information about the reason for Mikhail's denial?

10 A. I was told that WinnResidential didn't have that
11 information.

12 Q. But why was it a problem that you couldn't get it?
13 What did you do want to do with that information?

14 A. I wanted to fix my son's credit report, if that was
15 the case, to get him moved in.

16 Q. So after you couldn't get the information from
17 WinnResidential and you couldn't get it from CoreLogic, what
18 did you do next?

19 A. I filed a complaint with the Connecticut Fair
20 Housing.

21 Q. So you contacted the Connecticut Fair Housing
22 Center?

23 A. Yes.

24 Q. Why did you contact them?

25 A. To see if they could help me to try to move my son

1 in.

2 Q. How did they go about doing that?

3 A. They sent a letter, a recommendation of
4 accommodation letter for Mikhail to, you know, to oversee his
5 credit report.

6 Q. And did WinnResidential agree to overlook the
7 credit issues as a reasonable accommodation?

8 A. No, they did not.

9 Q. Why is it that they didn't?

10 A. Because it wasn't a credit issue. It was a
11 crime -- a criminal issue.

12 Q. At that time what was your understanding of what
13 Mikhail's criminal record was?

14 A. I didn't -- there was no answers to that. I don't
15 know what it was.

16 Q. Did you know he had a criminal record before
17 this?

18 A. I did not.

19 Q. So did WinnResidential agree to overlook the
20 criminal record?

21 A. No.

22 Q. Why wouldn't they agree?

23 A. Because they didn't know what the crime was.

24 Q. What did you and Connecticut Fair Housing Center do
25 after WinnResidential refused to let Mikhail move in without

1 knowing what the crime was?

2 MS. O'TOOLE: Objection to the extent she's being
3 asked to talk about actions of a third party. No personal
4 knowledge.

5 THE COURT: Objection's sustained. Would you
6 rephrase.

7 BY MR. KAZEROUNIAN:

8 Q. What did you do after WinnResidential refused to
9 let Mikhail move in without knowing the details of the
10 criminal record?

11 A. I had asked the Connecticut Fair Housing and they
12 filed a motion. They filed a -- they filed a -- I don't know
13 the proper word. But they filed a motion to -- a reasonable
14 accommodation for Mikhail.

15 Q. So after the reasonable accommodation was denied,
16 what did you do?

17 A. I started researching Mikhail's criminal
18 background, trying to figure out what it could have been,
19 what was the nature of the crime.

20 Q. Okay. And the motion you referenced earlier, was
21 that a complaint? Were you looking for the word complaint?

22 A. Yes. I'm sorry, yes.

23 Q. So was that a complaint filed in court or with the
24 Commission on Human Rights and Opportunities?

25 A. It was with the Commission on Human Rights.

1 Q. And when was that complaint filed?

2 A. I believe it was in April of 2016.

3 Q. So this is after -- after you couldn't get the
4 information from CoreLogic?

5 A. Oh, it was in February-ish. It was around
6 February.

7 Q. Of which year?

8 A. 2017.

9 Q. Thank you.

10 THE COURT: What happened in February 2017, the CHRO
11 complaint?

12 THE WITNESS: Yes.

13 Q. So what did you do about not knowing what Mikhail's
14 criminal record included?

15 A. I started investigating what it might have been.

16 Q. How did you go about doing that?

17 A. I took a drive to Pennsylvania, made some phone
18 calls, and found out that there was something pending in the
19 State of Pennsylvania. I was asked to call back the judge
20 area in Pennsylvania, explain the situation to the woman who
21 received my call. And I was supposed to submit, which I did,
22 I submitted forms on Mikhail's medical part and his case was
23 then -- a letter was sent to me shortly after that with a
24 withdrawal.

25 MR. KAZEROUNIAN: Put up Exhibit AK. This is

1 vague as to the time period.

2 MR. KAZEROUNIAN: Could you ask a question for
3 specifically.

4 Q. Were there any services Mikhail was able to receive
5 when he first came home from the nursing home that he was not
6 able to receive at the nursing home?

7 A. No -- well, he had OT/PT. They were able to
8 increase that a little more for him now that he was home,
9 outpatient service. He also started therapy, speech therapy.
10 He was able to also go out with -- with, you know, to travel
11 to these places to get those services.

12 Q. Where were you living in mid 2017 when
13 WinnResidential finally agreed to let Mikhail move in with
14 you?

15 A. I was in the two bedroom apartment on the second
16 floor of Artspace.

17 Q. And, sorry, just for the record, what is OT/PT?

18 A. OT is occupational therapy, and PT is physical
19 therapy.

20 Q. Thank you. So when did you transfer into the two
21 bedroom apartment?

22 A. In November of 20 -- I believe it was 2016.

23 Q. You mentioned you first requested the transfer in
24 April 2016. Why didn't you move before November?

25 A. I didn't know I could at the time request for a

1 A. Yes.

2 Q. You had a one-year lease for that apartment?

3 A. Yes.

4 Q. And you lived there for about a year?

5 A. Yes.

6 Q. Okay. And you moved out in November 2016?

7 A. Yes. Some time frame, yeah.

8 Q. When you moved out in November of 2016, you moved
9 to the two bedroom unit?

10 A. Yes, I had a transfer.

11 Q. And that was Apartment 206?

12 A. Yes.

13 Q. And initially you lived there alone, correct?

14 A. Yes.

15 Q. And Mr. Arroyo moved in with you during June 2017,
16 correct?

17 A. 2017, yes.

18 Q. Do you recall the specific date that he moved in
19 with you?

20 A. I believe it was June 23rd, 2017. I think, yeah.
21 I know it was towards the end.

22 Q. Towards the end of June?

23 A. Yes.

24 Q. And when you moved in -- when you first moved into
25 the Apartment 206, you paid about \$1050, is that correct?

1 Q. Yes.

2 A. Yes.

3 Q. Ms. Arroyo, if it helps you, there are also binders
4 of the exhibits that should be by your chair, if you'd prefer
5 to look at them in paper.

6 A. By my chair?

7 Q. Whichever's easier.

8 A. There's no binders by my chair.

9 Q. Oh, there aren't. Okay. I thought we put them
10 there earlier.

11 A. There's just the screen.

12 Q. Okay. And do you still see Exhibit 37 on your
13 screen?

14 A. I do not.

15 THE COURT: It's not on the screen?

16 THE WITNESS: Nothing's on the screen.

17 Q. Is that your signature?

18 A. Where, on the first page? I don't have a
19 signature. There's my name on it.

20 Q. Sorry. Let me just get you back to the signature
21 page.

22 A. Yes, that is my signature.

23 Q. And that was counter-signed by Melissa
24 Desjardins?

25 A. Yes.

1 Q. She worked -- was it your understanding that she
2 worked for WinnResidential?

3 A. Yes. She was the property manager there.

4 Q. And was she on site?

5 A. Yes. For the most part, when she was there she was
6 on site.

7 Q. And if I could have you take a look at page 1 of
8 the lease. Is it your understanding that the term of the
9 lease is in Section 3? Do you see the lease term in
10 Section 3?

11 A. I do not right now.

12 Q. We may have to have you go back to paper binders.

13 THE COURT: Do you know why it keeps shutting off?

14 MS. O'TOOLE: The cord keeps kind of coming out of
15 the computer.

16 THE COURT: Is it taut? Is the cord taut? Can you
17 slide it closer to the plug a little bit? Would that help?

18 The binders are pretty large and pretty heavy. She
19 really does not have room to manipulate them.

20 MS. O'TOOLE: We'll try. We may need the Court's
21 assistance at some point to see if the cord is okay. We'll
22 try not to move it.

23 Q. Ms. Arroyo, do you agree that Section 3 has the
24 term of the lease?

25 THE COURT: Is there tension on the cord? Is that

1 Q. And your application was denied?

2 A. Yes.

3 Q. At the time you understood that WinnResidential was
4 the property manager?

5 A. Yes.

6 Q. And that Artspace was the building owner?

7 A. It was just called Artspace.

8 THE COURT: Please speak into the microphone.

9 A. It was -- Artspace is the building's name.

10 Q. Did you understand that there was also a building
11 owner?

12 A. Yes.

13 Q. Did you understand that the building owner was
14 Artspace?

15 A. I didn't know he was Artspace. I just thought it
16 was WinnResidential.

17 Q. You sued WinnResidential and Artspace on February
18 27th, 2017?

19 A. It was a -- I filed a complaint.

20 Q. And your complaint was that WinnResidential and
21 Artspace had violated the Fair Housing Act and the State Fair
22 Housing laws, correct?

23 A. For the reasonable accommodation for my son.

24 THE COURT: Would you respond yes or no, please.

25 THE WITNESS: Yes.

1 Q. In the complaint that you brought against
2 WinnResidential and Artspace?

3 THE COURT: Before who?

4 MS. O'TOOLE: Before the Connecticut Commission on
5 Human Rights and Opportunities.

6 THE WITNESS: Okay.

7 Q. Let me just back up. You agree that the complaint
8 that you filed against WinnResidential and Artspace was
9 before the Connecticut Commission on Human Rights and
10 Opportunities?

11 A. Okay. Can I -- ma'am, may I speak without a yes or
12 no?

13 THE COURT: No, you have to answer yes or no. If
14 you can't, then you have to say you can't answer yes or no.

15 A. Okay. I can't answer that right now. I
16 don't -- can you reiterate the question differently?

17 Q. Sure. I thought I understood your earlier
18 testimony to be that the complaint you filed against
19 WinnResidential and Artspace was before the Connecticut
20 Commission on Human Rights and Opportunities?

21 A. It was in front of them, yes.

22 Q. Okay. Do you agree that in that complaint you did
23 not name RPS as a party?

24 A. I believe that was mentioned at one point.

25 Q. And eventually you settled that suit with

1 WinnResidential and Artspace?

2 A. Yes. There was a --

3 Q. I'm sorry.

4 A. There was a settlement, yes.

5 Q. And RPS was not a party to that settlement,
6 correct?

7 A. Yes.

8 Q. Pardon?

9 A. Yes.

10 Q. Okay. And so do you agree that you did not -- do
11 you agree that RPS was not a party to that complaint?

12 A. I believe so, yeah.

13 Q. Do you also agree that you did not believe RPS
14 needed to be a party to that action to get the housing
15 decision by WinnResidential changed?

16 A. I can't really answer that. I don't know the
17 like -- because there was an issue with -- you say RPS is the
18 name now. So I really can't answer that at this time with
19 that because the name was mentioned.

20 Q. The name was mentioned where?

21 A. CoreLogic was mentioned as far as what we -- when
22 we were going through each of the statements that I filed for
23 a credit check for my son.

24 Q. Is it fair to say that CoreLogic's name came up
25 during that proceeding, but do you agree that CoreLogic was

1 A. Yes, I think -- yes, I believe so.

2 Q. That hearing took place on June 13th, 2017?

3 A. Yes. I -- yes.

4 Q. And WinnResidential allowed Mr. Arroyo to move into
5 Artspace on June 23rd, 2017, correct?

6 A. Yes.

7 Q. So just 10 days after the hearing?

8 A. Yes.

9 Q. And that happened while the Administrative action
10 was still ongoing, correct?

11 A. I believe so.

12 Q. To your knowledge, did CoreLogic have anything to
13 do with WinnResidential's decision to allow Mr. Arroyo to
14 move in?

15 A. Yes. Yes. If I can speak? We have to file a
16 report, a background check. So CoreLogic was involved in
17 that in that aspect.

18 THE COURT: When did you have to file a background
19 check?

20 THE WITNESS: When I asked for my son to move in.

21 Q. That was in April of 2016, correct?

22 A. Yes, yes.

23 Q. I'm talking about the decision by WinnResidential
24 to allow Mr. Arroyo to move in on June 23rd, 2017. You agree
25 that -- let me back up. I'm so sorry.

1 Now, you applied for the two bedroom unit at
2 Artspace on April 26, 2016?

3 A. I believe so, yes. Okay. 2016, yes.

4 Q. And you had learned that Mr. Arroyo was ready to be
5 released from the nursing home in April?

6 A. Yes.

7 Q. Is it also correct that in April, Mr. Arroyo was
8 cleared and ready to be discharged from the nursing home?

9 A. Yes.

10 Q. You had not applied for a transfer to the two
11 bedroom unit before April of 2016, correct?

12 A. I inquired.

13 Q. Do you know when you first inquired?

14 A. Around the same time frame. Once I knew my son was
15 able to come home.

16 Q. And at that point in time, is it fair to say you
17 didn't consider moving anywhere else?

18 A. No, I did look other places.

19 Q. In April of 2016?

20 A. No. A little after when I requested for a two
21 bedroom and found out that he was denied.

22 Q. In April of 2016, do you agree that you didn't
23 consider moving anywhere else?

24 A. Not at the time.

25 Q. Let me show you what you reviewed previously which

1 correct?

2 A. Yes.

3 Q. And that was you and your ex-husband?

4 A. Yes.

5 Q. Did you become a co-conservator for your son after
6 his accident?

7 A. Yes.

8 Q. Did your ex-husband also become a co-conservator
9 for him at that time?

10 A. Yes.

11 Q. And the accident was on July 23rd of 2015?

12 A. Yes.

13 Q. And he was electrocuted after being on top a
14 telephone pole?

15 A. Yes.

16 Q. And he became disabled as a result of that
17 accident?

18 A. Yes.

19 Q. Do you agree that as of June 2016, when you filled
20 out the consumer file request, you were not the sole
21 conservator?

22 A. I was the co-conservator, yes.

23 Q. But you were not the sole conservator, correct?

24 A. Correct.

25 Q. At the time you had an original of the

1 Conservatorship Certificate, correct?

2 A. Yes.

3 Q. But you decided not to mail that original in?

4 A. It's the only one I had.

5 Q. And does that mean you decided not to send in that
6 original?

7 A. I did send it in. Not the original. I sent a
8 copy.

9 Q. If I can turn you back to Exhibit --

10 THE COURT: Excuse me. I have a question on that
11 topic.

12 Was it your understanding you could not get another
13 original?

14 THE WITNESS: No, I had to wait for the other ones
15 to be mailed back to me. There were some more that they were
16 sending back by mail to me.

17 THE COURT: So you did seek additional conservator
18 documents that you were waiting for them?

19 THE WITNESS: Yes.

20 THE COURT: Thank you.

21 Q. Ms. Arroyo, do you agree that the -- we looked at
22 the top box of Exhibit BE before. Do you agree that the next
23 box for April 26 is accurate?

24 A. I don't remember the time frame, but I know that I
25 was declined. He was denied to move in.

1 Q. And do you agree that the address that's listed on
2 the first page of this exhibit is the address for Mr. Arroyo
3 that you listed on the consumer disclosure request?

4 A. Yes.

5 Q. You next reached out to CoreLogic on September 7th,
6 2016, correct?

7 A. I believe so. It's in the fall. Back and forth
8 with CoreLogic. The months could be.

9 Q. During that conversation, were you told that
10 CoreLogic could not accept the court papers?

11 A. I was told that I -- they could not see the seal
12 one of the times that I called them. Another time they
13 wanted me to get a POA, a power of attorney, rather than the
14 conservatorship.

15 Q. Ms. Arroyo, I'd like to show you what's been marked
16 as Exhibit AY.

17 MS. O'TOOLE: Your Honor, I'd move for the admission
18 of Exhibit AY in full by stipulation.

19 THE COURT: AY is a full exhibit by stipulation.

20 Q. Ms. Arroyo, are these your notes of the call that
21 you had with CoreLogic in September of 2016?

22 A. Yes.

23 Q. And do I understand the box that I'm pointing to
24 here, does this say June 30th, 2016, they received papers but
25 could not accept court papers?

1 Q. Okay. So based on that, do you believe that the
2 information in the box for 9-7 on Exhibit BE is accurate?

3 A. Yes. They didn't receive the court papers, yes.

4 Q. As of September 2016, you testified earlier there
5 was an attorney handling Mr. Arroyo's conservatorship?

6 A. Yes.

7 Q. What was his name?

8 A. David Stone.

9 Q. And did you speak to -- is it correct that you
10 spoke to Attorney Stone after your September 7th conversation
11 with CoreLogic?

12 A. It was a little bit on the 7th -- yes, somewhere
13 around that time frame, I believe.

14 Q. And that was my question. Do you know how soon
15 after your call with CoreLogic that you spoke to Mr. Stone?

16 A. I don't. I do not know how soon it was.

17 Q. Did Attorney Stone tell you that a conservatorship
18 provided even greater authority than a power of attorney
19 would carry?

20 A. He provided that, yes. He said that the POA, I
21 didn't need a POA. Conservatorship was higher yet.

22 Q. And you next reached out to CoreLogic on November
23 1st, 2016, correct?

24 A. I believe so.

25 Q. And that's when you spoke with Tina Marie Santos?

1 recollection?

2 THE WITNESS: It does not.

3 Q. Do you have having a conversation with CoreLogic in
4 which they told you they needed a response from their Legal
5 Department?

6 A. Yes, I remember that.

7 Q. Do you recall that conversation taking place in
8 early November?

9 A. I don't recall that it's early November.

10 Q. Do you recall speaking to Ms. Santos on November
11 14th, 2016?

12 A. Who is Ms. Santos?

13 Q. And let me direct your attention to the bottom of
14 this screen. Do you agree that Ms. Santos told you to send
15 in a new Conservatorship Certificate?

16 A. Excuse me. Who is Ms. Santos?

17 Q. I'm so sorry. I didn't hear your question before.

18 A. Oh.

19 Q. I thought you testified earlier that Ms. Santos was
20 from -- the person at CoreLogic with whom you spoke?

21 A. Who is she? Is that Tina Marie?

22 Q. Yes.

23 A. Okay. Okay. I didn't know her last name that's
24 why I'm --

25 Q. Okay. Do you agree that you spoke with Tina Marie

1 on November 14th, 2016?

2 A. Could have been.

3 Q. Do you recall having a conversation with her in mid
4 November in which she told you to send in a new
5 Conservatorship Certificate with the court seal visible?

6 A. I believe she did, yes.

7 Q. Let me show you what has been marked as Exhibit AX.

8 MS. O'TOOLE: Your Honor, I move for the admission
9 of Exhibit AX in full by stipulation.

10 THE COURT: Exhibit X is full by stipulation.

11 MS. O'TOOLE: Thank you, Your Honor. And I'm sorry
12 if I misspoke. It should be Exhibit AX.

13 THE COURT: Exhibit AX is full by stipulation.

14 Q. Ms. Arroyo, are these your handwritten notes?

15 A. Yes.

16 Q. And does it say Tina Marie?

17 A. Yes.

18 Q. It also says visible seal?

19 A. Yes.

20 Q. Do you believe that these were your notes of your
21 call with Tina Marie in which she told you that CoreLogic
22 needed a Conservatorship Certificate with a visible court
23 seal?

24 A. Yes.

25 Q. Do you agree that by this point in time you knew

1 THE COURT: What led you to believe that?

2 MS. O'TOOLE: Because Ms. Arroyo testified that
3 Ms. Desjardins told her she had to stay in the unit for a
4 year.

5 THE COURT: That's as a result of the sticky note.

6 MS. O'TOOLE: Unless I'm mistaken, Your Honor --

7 THE COURT: She can't testify to hearsay. She
8 cannot testify to what Ms. Desjardins said to her.

9 Is Ms. Desjardins -- well, you told me she's not
10 going to be called. She's not a party.

11 MS. O'TOOLE: Correct, Your Honor.

12 THE COURT: The sticky note is not admissible for
13 its truth. The lease doesn't say that it can't be modified.
14 And even if it did, the parties still always could modify it.
15 And Mrs. Arroyo had an unforeseen exigent circumstance. So
16 I'm -- I am not going to infer from a sticky note a
17 prohibition that's not in the contract itself absent more
18 than the sticky note itself.

19 MS. O'TOOLE: Understood, Your Honor.

20 THE COURT: Or hearsay. Other hearsay.

21 MS. O'TOOLE: I believe I'll be able to lay some of
22 the foundation, Your Honor.

23 THE COURT: Okay.

24 Q. Ms. Arroyo, had you told Ms. Desjardins in April of
25 2016 about your son's condition?

1 A. Yes.

2 Q. She knew at that time that he was disabled?

3 A. I believe before then.

4 Q. Because he had visited you at the apartment,
5 correct?

6 A. No. When I was inquiring on the two bedroom I
7 explained my situation to Ms. Melissa, the property manager
8 of Artspace.

9 Q. And what was her reaction?

10 A. She just nodded and said, oh, my. I mean, that's
11 what she said I mean.

12 Q. And in the period of time between April and
13 November 19th of 2016, your testimony is that you were trying
14 to arrange for Mr. Arroyo to move in with you, correct?

15 A. Yes.

16 Q. Is it correct that in that period of time you did
17 not apply to any other apartment?

18 A. I looked into other apartments. I did not apply.

19 Q. And when you say you looked into other apartments,
20 you just looked online, correct?

21 A. No.

22 Q. Is it your testimony now that you visited an
23 apartment to check out --

24 A. I went online. I visited an apartment, two of them
25 actually. I went to see the conditions of the apartment. I

1 did research online. I was trying to get my son home.

2 Q. And in that period of time, you also looked at a
3 house to rent?

4 A. Yes.

5 Q. And it had no steps so you ruled out that house?

6 A. It had steps. I couldn't bring my son there
7 because he was not walking.

8 Q. Is it correct that in the period between April
9 and -- April of 2016 and November 19th, 2016, you did not
10 apply to any other residences aside from the one at
11 Artspace?

12 A. Yes.

13 Q. And your testimony is that Mr. Arroyo was
14 emotionally distressed by not being able to live with you?

15 A. Yes.

16 Q. And that stopped when he moved in with you on June
17 23rd, 2017, correct?

18 A. Yes.

19 Q. And you also testified about your distress in that
20 time period?

21 A. Yes.

22 Q. Did that -- did that distress also stop once he
23 moved in with you?

24 A. Not quite.

25 Q. Is it your testimony that your distress began after

1 stand here to my left.

2 Do you see the microphone, ma'am? We're going to
3 ask you to speak into the microphone so that your voice is
4 amplified. And then after you're sworn in, I'm going to ask
5 you to sit down. Be careful not to hit the microphone. All
6 right.

7 Please raise your right hand.

8 *L Y N N B O R A, a witness called by the*
9 *plaintiff, having been duly sworn by the Clerk, was examined*
10 *and testified on her oath as follows:*

11 THE CLERK: Please state your name and spell your
12 last name.

13 THE WITNESS: Line Bora, B O R A.

14 THE CLERK: Please state the city and state in which
15 you reside.

16 THE WITNESS: I live in Hull, Massachusetts.

17 THE CLERK: Thank you.

18 THE COURT: Please be seated. You may inquire.

19 DIRECT EXAMINATION

20 BY MR. KAZEROUNIAN:

21 Q. Good afternoon, Ms. Bora. What is your current
22 employer?

23 A. WinnResidential.

24 Q. And what's your title?

25 A. I'm an executive vice-president.

1 Q. How long have you been with WinnResidential?

2 A. I joined them in April of 2014.

3 Q. And what roles have you served there?

4 A. I was the Senior Vice-President of Operations
5 Support Services until last September when I was promoted to
6 Executive Vice-President of Property Operations.

7 Q. Congratulations.

8 A. Thank you.

9 MR. KAZEROUNIAN: Can you show us Exhibit 7. This
10 is by stipulation. We move for admission.

11 THE COURT: And what is that again?

12 MR. KAZEROUNIAN: Exhibit 7. We move for admission
13 by stipulation.

14 THE COURT: Exhibit 7 is a full exhibit by
15 stipulation.

16 MR. KAZEROUNIAN: Thank you, Your Honor.

17 THE COURT: You're welcome.

18 Q. Do you recognize this document?

19 A. I recognize the format of the document, yes.

20 Q. What is it?

21 A. It looks like a cover page for an agreement between
22 WinnResidential and CoreLogic.

23 Q. And what's it dated?

24 A. August 10, 2015.

25 Q. Was WinnResidential using CoreLogic for screening

1 services at the time of this proposal?

2 A. Yes, sir.

3 Q. I'm sorry. Just a background question about
4 WinnResidential. What is it?

5 A. We are a multi-family owner and manager of
6 apartment buildings throughout the country.

7 Q. And how many units does it manage?

8 A. Right now we have approximately 120,000.

9 Q. I don't remember if I asked you this. Was
10 WinnResidential using CoreLogic for screening services at the
11 time of this proposal?

12 A. Yes, we were.

13 Q. Are you familiar with a product called CrimSAFE?

14 A. Yes.

15 Q. What is it?

16 A. It is a product that is provided by CoreLogic to
17 screen -- for our purposes to screen residential applicants
18 and provide a history of criminal activity as part of our
19 screening process.

20 Q. I'm sorry. CrimSAFE provides the history of
21 screening services, is that what you said?

22 A. I guess they are the gatherer or the resource that
23 gathers the information that is provided to the management
24 companies in order to make decisions about screening.

25 Q. So CrimSAFE, specifically, do you recall that

1 product?

2 A. Yes.

3 Q. Yes, you do?

4 A. I do.

5 Q. Do you know what CrimSAFE specifically does as
6 opposed to other criminal background check products?

7 A. I don't know all the nuances of the product, no.

8 Q. Okay. Could we turn to page 12, please. Can you
9 zoom in on the highlighted sentence.

10 Could you read this into the record?

11 A. In addition, CoreLogic SafeRent is the only company
12 that offers registry CrimSAFE, a robust tool that relieves
13 your staff from the burden of interpreting criminal search
14 results and helps ensure consistency in your decision
15 process.

16 Q. So does that help you recall what exactly CrimSAFE
17 is?

18 A. Yes.

19 Q. What does it do?

20 A. It provides us with information relative to
21 criminal history on applicants, allowing us to make decisions
22 for residency.

23 Q. So it says there that it relieves your staff of the
24 burden of interpreting criminal search results. How does
25 CrimSAFE relieve your staff of the burden of interpreting

C E R T I F I C A T E

I, Martha C. Marshall, RMR, CRR, hereby certify that the foregoing pages are a complete and accurate transcription to the best of my ability of the electronic recording of the hearing held in the matter of CONNECTICUT FAIR HOUSING CENTER, et al vs. CORELOGIC RENTAL PROPERTY SOLUTIONS, which was held before the Honorable Vanessa L. Bryant, U.S.D.J., at 450 Main Street, Hartford, Connecticut, on March 14, 2022.

/s/Martha C. Marshall
Martha C. Marshall, RMR, CRR
Transcriber

1 UNITED STATES DISTRICT COURT

2 DISTRICT OF CONNECTICUT

3 CONNECTICUT FAIR HOUSING)
 4 CENTER, et al)
 Plaintiff,) NO: 3:18CV705 (VLB)
 5)
 6 vs.)
) March 15, 2022
 7 CORELOGIC RENTAL PROPERTY)
 SOLUTIONS, LLC,)
 Defendant.) VOLUME II

8
 9 450 Main Street
 Hartford, Connecticut

10 B E N C H T R I A L

11 B E F O R E:

12 THE HONORABLE VANESSA L. BRYANT, U.S.D.J.

13 A P P E A R A N C E S:

14 For the Plaintiff : SALMUN KAZEROUNIAN
 Connecticut Fair Housing Center
 15 60 Popieluszko Court
 Hartford, CT 06101

16 CHRISTINE E. WEBBER
 17 Cohen, Milstein, Sellers & Toll
 1100 New York Avenue, N.W.
 18 Suite 500
 Washington, DC 20005

19 ERIC GREGORY DUNN
 20 National Housing Law Project
 919 E. Main Street, Suite 610
 21 Richmond, VA 23219

22 SAMANTHA GERLEMAN
 10911 Amherst Ave., #521
 23 Silver Spring, MD 20902

24 Transcriber: Martha C. Marshall, RMR, CRR

25 Proceedings recorded by electronic sound recording,
 transcript produced by transcription service.

1 Q. Does anyone at WinnResidential have access to
2 details about criminal records?

3 A. Yes.

4 Q. Who at WinnResidential would have access to that
5 information?

6 A. The vice-presidents of the region or the -- Nicole
7 Stone would have access to those reports.

8 THE COURT: Are those reports routinely issued.

9 A. No. They are issued more generally if an applicant
10 feels that the information is inaccurate as a result of a
11 decline decision. Then we would become involved in further
12 research of the information.

13 THE COURT: So if there's a challenge?

14 THE WITNESS: Yes.

15 THE COURT: By the applicant. What initiates the
16 production of that report to a vice-president at Winn?

17 THE WITNESS: The dispute from the applicant
18 regarding the information, and the vice-president would
19 request a copy of the backup.

20 THE COURT: So the vice-president would have to
21 request it?

22 THE WITNESS: Correct.

23 THE COURT: And you testified earlier that your
24 policy was that if a person had a question about a decision,
25 they were directed in the adverse letter to contact

1 THE COURT: We'll take a 15 minute break before
2 cross-examination.

3 (Recess at 10:16, a.m.)

4 THE COURT: Please be seated.

5 And you may resume the examination.

6 MR. ST. GEORGE: Thank you.

7 CROSS-EXAMINATION

8 BY MR. ST. GEORGE:

9 Q. Good morning, Ms. Bora. I'm Tim St. George. I
10 know we met a couple of years ago. Nice to see you again.

11 A. Thank you.

12 Q. Thank you for being with us today.

13 Ms. Bora, you've worked for WinnResidential for
14 approximately the last 8 years?

15 A. That's correct.

16 Q. And you've been working in the multi-family housing
17 industry for much longer, right?

18 A. Yes, sir.

19 Q. Decades, in fact?

20 A. Okay, fine.

21 Q. And when you first joined WinnResidential, you were
22 a senior vice-president?

23 A. That's correct.

24 Q. In that role, you had initial responsibility for
25 oversight of the Compliance Department?

1 A. Yes.

2 Q. And you're now the executive vice-president with
3 the company?

4 A. On the Property Operations side, yes.

5 Q. And when you were serving in the role as senior
6 vice-president, part of your role was to oversee the vendor
7 relationships between WinnResidential and its vendors?

8 A. Many of them, yes.

9 Q. And that included RPS or CoreLogic?

10 A. Yes, it did.

11 Q. Now, let's get a few points established about
12 WinnResidential. WinnResidential has its own executive
13 team?

14 A. It does.

15 Q. It has its own in-house legal department?

16 A. They may not call it a department, but we have
17 inside legal counsel, yes.

18 Q. So you have in-house counsel?

19 A. We do.

20 Q. You have your own Compliance Department?

21 A. We do.

22 Q. WinnResidential acknowledges that its governed by
23 the Fair Housing Act?

24 A. Yes.

25 Q. WinnResidential believes it complies with the Fair

1 Housing Act?

2 A. Yes.

3 Q. WinnResidential trains its employees on Fair
4 Housing Act requirements?

5 A. Yes, it does.

6 Q. It tests them annually on Fair Housing Acts
7 requirements?

8 A. Yes, it does.

9 Q. It takes seriously any complaints by residents of a
10 lack of compliance under the FHA?

11 A. Absolutely.

12 Q. FHA compliance is something that WinnResidential
13 does every day?

14 A. Yes, it does.

15 Q. And for every applicant?

16 A. Yes.

17 Q. Okay. Let's talk a little bit more about
18 WinnResidential's size and its relationship with RPS.

19 At least at the time of your deposition in 2019,
20 WinnResidential was then operating more than 550 different
21 property locations, is that right?

22 A. That's correct.

23 Q. Do you know if that number's grown today?

24 A. It is approximately 650 today.

25 Q. Okay. And in 2019, at least, you were active in 22

1 states?

2 A. Correct.

3 Q. Is that number also higher today?

4 A. We have 23 states and the District of Columbia
5 today.

6 Q. And at least as of 2019 as well, the majority of
7 properties in WinnResidential's portfolio were subsidized
8 housing?

9 A. Affordable housing.

10 Q. Okay. Is that also true today?

11 A. Yes, it is.

12 Q. And I believe you testified yesterday that
13 WinnResidential now has about 120,000 units of property under
14 management?

15 A. That number is inclusive of our military housing
16 but, yes, that's correct.

17 Q. And despite it's overall size, at least as of 2019,
18 WinnResidential only operated 16 properties in Connecticut,
19 is that right?

20 A. I don't have the exact count. If that's what it
21 was at that time.

22 Q. Okay. Well, I'd be happy to show you a document to
23 refresh your recollection on that if that would be helpful.

24 A. Okay.

25 MR. ST. GEORGE: Can we have Ms. Bora's deposition

1 Q. And that guidance and how WinnResidential would
2 comply with it was discussed internally at WinnResidential at
3 that time?

4 A. Yes, it was.

5 Q. And you were involved in those internal
6 discussions?

7 A. I was.

8 Q. And those internal discussions included other
9 members of WinnResidential's executive team?

10 A. Yes, it did.

11 Q. Including the president of the company in fact?

12 A. Yes.

13 Q. Other chief officers?

14 A. Yes.

15 Q. Executive vice-presidents?

16 A. Correct.

17 Q. WinnResidential's in-house legal counsel?

18 A. Correct.

19 Q. Also, included its operations executives?

20 A. Yes.

21 Q. And, in fact, copies of the April 2016 HUD
22 Memorandum were actually provided to each of the operations
23 managers at WinnResidential, right?

24 A. That's correct.

25 Q. And WinnResidential understood at the time that the

1 Individualized assessment of relevant mitigating information
2 beyond that contained in an individual's criminal record is
3 likely to have a less discriminatory effect than categorical
4 exclusions that do not take such additional information into
5 account. Do you see that?

6 A. Yes.

7 Q. All right. And this would have been another
8 passage that you would have read in April of 2016?

9 A. Correct.

10 Q. And you would agree with me that at no point in
11 your relationship with CoreLogic was CoreLogic provided by
12 WinnResidential any information about an individual's
13 circumstances such as their life circumstances or whether
14 they had gone through any sort of rehabilitation?

15 A. We would not have been prior to that, no.

16 Q. All right. So let's look at our next exhibit,
17 Exhibit G.

18 MR. ST. GEORGE: Again, Your Honor, this is a
19 exhibit that is in by stipulation.

20 THE COURT: And that's G as in George?

21 MR. ST. GEORGE: G as in George.

22 THE COURT: Exhibit G is full by stipulation.

23 Q. So the very day after e-mailing the guidance to
24 you, the guidance that we saw was emailed on April 15th, does
25 this email reflect that Stacie Dachtler followed up with you

1 on Saturday, April 16th, to make sure that you had received
2 the guidance?

3 A. Yes.

4 Q. Okay. And you reported back to her that you had
5 seen the guidance?

6 A. Correct.

7 Q. And you reported back to her that the guidance was
8 going to be the subject of internal legal discussions?

9 A. Correct.

10 Q. And did those internal legal discussions occur?

11 A. Yes, they did.

12 Q. And did those internal legal discussions involve
13 RPS or CoreLogic?

14 A. I don't recall. I mean, the information that I
15 obtained from Stacie and CoreLogic relative to what was
16 happening was shared with our legal team, but I don't recall
17 if Stacie was in the room with our attorneys.

18 Q. Would it have been unusual for Stacie to have been
19 involved in internal legal discussions at the company?

20 A. Unusual, but not -- unusual, yes, sir.

21 Q. Okay. Well, we can ask Stacie when she appears as
22 well.

23 A. Okay.

24 Q. So WinnResidential actually changed its CrimSAFE
25 settings as a result of the HUD guidance, correct?

1 A. That's correct.

2 Q. It made two series of changes. There was a first
3 series of changes that were made in May of 2016, right?

4 A. Correct.

5 Q. And those series of changes essentially eliminated
6 the consideration of non-convictions from WinnResidential's
7 CrimSAFE matrix?

8 A. That's correct.

9 Q. So they were zeroed out?

10 A. Right.

11 Q. And for that reason, after that period of time,
12 WinnResidential was essentially able to exclude from
13 consideration or identification non-conviction offenses?

14 A. That's correct.

15 Q. And WinnResidential made another round of changes
16 in July of 2017, where it ended up reducing many of the
17 look-back periods for the conviction related categories?

18 A. That's correct.

19 Q. And each individual look-back period was -- for
20 each individual category of convictions was considered by
21 WinnResidential during that process?

22 A. Part of that consideration relative to those
23 changes came from our discussions with CoreLogic and the
24 discussions relative to how our peers were handling those
25 kinds of changes and modifications. But it was discussed

1 A. Correct.

2 Q. Continued to use CrimSAFE through 2021 when its
3 relationship with CoreLogic ended?

4 A. I believe it was 2020.

5 Q. Excuse me. You're right. 2020. They continued to
6 use CrimSAFE through 2020?

7 A. Yes, we did.

8 Q. And do you know if WinnResidential made any further
9 changes to its CrimSAFE look-back periods in 2017 after this
10 settlement was reached?

11 A. I don't know whether or not any other modifications
12 were made based on anything. It is my understanding that
13 this -- the Arroyo case, which came to me afterwards,
14 unfortunately, fell between the HUD guidance being issued and
15 the modifications that we made. The charges for Mr. Arroyo
16 were not convictions and should have and would have been
17 excluded from the screening had those been made.

18 Q. In fact, if Mr. Arroyo was screened just a couple
19 weeks later by WinnResidential, those charges would not have
20 shown up?

21 A. That's correct.

22 Q. And WinnResidential could have rescreened
23 Mr. Arroyo at that time?

24 A. We could have.

25 Q. So what I'm asking you is do you know if

1 WinnResidential made any specific changes to its CrimSAFE
2 settings as a result of this settlement?

3 A. Oh, I don't recall.

4 Q. You don't recall any being made?

5 A. I don't. I don't know.

6 Q. And you agree that WinnResidential denied
7 Mr. Arroyo admission to the Artspace based on the facts that
8 the CrimSAFE report identified a record found?

9 A. I believe that was the reason for his denial,
10 yes.

11 Q. And WinnResidential did not consider his severe
12 disability at that time?

13 A. I was not at the property. I don't know that we
14 knew anything about his disability.

15 Q. If someone at the property had known about his
16 disability, would it have been WinnResidential's policy to
17 accommodate that disability?

18 A. Yes.

19 Q. Okay. And do you know whether Mr. Arroyo was
20 actually admitted to Artspace Windham after this complaint
21 was filed?

22 A. I don't. I believe so, but I don't know. Again,
23 this is handled outside of my purview and not being on site.
24 I do believe that I understand that happened.

25 Q. To your knowledge, did you ever have any

1 significance if I didn't do that. And because the strong
2 convention in the social sciences for pooling groups that
3 have similar rates essentially relative to a group you're
4 trying to compare them to.

5 Q. And did you reach a conclusion as to whether Black
6 and Hispanic experience with the criminal justice system were
7 sufficiently similar to permit pooling?

8 A. Yeah. On the basis of the earlier Table 2 that
9 would have suggested to me that it was appropriate. Both
10 had -- both had markedly higher risks of criminal justice
11 contacts than non-Hispanic Whites. And so pooling them would
12 have been immediately appropriate in my mind.

13 Q. And can you explain -- I believe the phrase you
14 used statistically under-powered. Can you explain what that
15 means?

16 A. So the basic idea behind something being
17 statistically under-powered is that essentially you don't
18 have sort of the counts that you would need to be able to
19 assess statistical significance in sort of a fair way. So if
20 you have a very small number of observations, the probability
21 of finding a statistically significant relationship, even if
22 there is actually a meaningful relationship there, is very
23 low. And so that's what we would talk about in terms of
24 something being statistically under-powered.

25 Q. And turning back to your Table 4. Does this

1 reflect the calculations for those groups where you found
2 there was adequate statistical power to do a calculation?

3 A. It does. Although, again, some of the sample
4 sizes, for instance, for over 70,000 or something like that,
5 those would still be a relatively small cell sizes. And so
6 you could still be dealing with issues of statistical
7 power.

8 Q. And how many different comparisons do you have
9 reflected in your Table 4?

10 A. So there are 14 different tests of statistical
11 significance in Table 4.

12 Q. And how many of those are statistically significant
13 results?

14 A. So 10 of the 14 are statistically significant.

15 Q. Looking at the entire NLSY Cohort with the four
16 different look-back periods, are those results statistically
17 significant?

18 A. Yes, all four of them are.

19 Q. Okay. And what's the range of the -- I guess you
20 didn't report the disparity ratios in your Table 4 the way
21 you did in Table 1?

22 A. That's correct.

23 Q. If you wanted to know, just for the sake of
24 comparison to Table 1, what the ratio was, can you calculate
25 that from the information you provided in Table 4?

1 A. Yes, you could.

2 Q. How would you do that?

3 A. So you just divide the African-American and
4 Hispanic estimate by the White estimate.

5 Q. So, for example, choosing myself an easy one for
6 the sake of doing mental math. If you look at the last 10
7 years for the entire cohort, it looks like the cumulative
8 risk percentage for African Americans and Hispanics is 5.1
9 percent, is that correct?

10 A. That's correct.

11 Q. So that means if you just go back 10 years from the
12 point in time when this data was collected, 5.1 percent of
13 African Americans and Hispanics would be expected to have
14 some contact with the criminal justice system?

15 A. That's correct.

16 Q. And the corresponding figure for Whites is one
17 percent, is that right?

18 A. That's correct.

19 Q. So then what would the ratio be to examine that
20 disparity?

21 A. So the disparity would be 5.1.

22 Q. Meaning that African Americans and Hispanics
23 experience 5.1 times the risk of criminal justice contact as
24 Whites?

25 A. That's correct.

1 Q. Did you also prepare a visual analysis or a visual
2 representation of the data you have set forth in Table 4?

3 A. I did.

4 MS. WEBBER: I should say before we move on to that,
5 I'd like to move admission of Table 4.

6 MR. WINGFIELD: Your Honor, same position we stated
7 with the prior Table. Our objection mainly is a relevance
8 objection based on the ability to tie this to the actual
9 question being addressed by Dr. Parnell later. So if
10 Dr. Parnell falls, this falls on relevance grounds. I have
11 no objection to examining the witness and making the full
12 record here, subject to counsel tying it together in
13 Dr. Parnell's position.

14 THE COURT: I'll address it when you make your
15 objection. If you could speak into the mic in the future,
16 perhaps a little slower, it would be easier to follow you.

17 MR. WINGFIELD: Yes, I hear you, Your Honor.

18 MS. WEBBER: If we could take this down and put up
19 for demonstrative purposes only Wildeman Table 4-A.

20 Q. Dr. Wildeman, can you explain what this
21 demonstrative reflects and how that relates to Table 4 that
22 we were just examining?

23 A. Certainly. I realize that this is an unusual color
24 for African Americans and Hispanics. I think it's like
25 golden rod or something like that.

1 So the yellowish-brown kind of bar represents the
2 cumulative prevalence of incarceration across different
3 look-back periods for African Americans and Hispanics. And
4 the blue bar represents the parallel risk for Whites. The
5 black bars that are over both of those bars indicate the 95
6 percent confidence intervals.

7 So if you're thinking about statistical significance
8 here, if the black bars overlap, then that means that there's
9 not a statistically significant difference. And if the black
10 bars don't overlap, then it means that there is a
11 statistically significant difference between the groups.

12 So what you see here is that for all four of the
13 comparisons, the black bars, indicating 95 percent confidence
14 intervals, don't overlap. And hence, all four of these
15 comparisons indicate statistically significant differences.

16 Q. And when you refer to the black bars, that's the
17 heavy black line that appears in the middle of either the
18 blue bar or the golden bar?

19 A. That's correct.

20 Q. And the end points of that line reflect the range
21 of the potential -- let me back up.

22 You've given an actual number for each risk of
23 criminal justice contact, correct?

24 A. That's correct.

25 Q. And so we're just looking at the 10 year look-back

1 number for African Americans and Hispanics was 5.1 percent.
2 What does the -- what does the black line reflect with
3 respect to that 5.1 percent?

4 A. So the black line just reflects the uncertainty due
5 to the number of observations you have in the sample. And so
6 the right-hand part of the black line tells you essentially
7 what the upper bound is. So what the highest reasonable
8 value you could expect is. And then the left tail of the bar
9 indicates the lowest possible value that you could reasonably
10 expect on the basis of that. So if you look, for instance,
11 at ever for African Americans and Hispanics, it looks like
12 the lower bound is, I would say, probably around 8, give or
13 take, and the upper bound is just a little bit over 10, give
14 or take.

15 Q. And while there may be uncertainly as to whether
16 it's 8 or 10, your opinion is that it is within that range?

17 A. That's correct.

18 Q. And how does that compare then to the risk
19 including the confidence interval for Whites in the same
20 comparison?

21 A. So the parallel risk for Whites, the range would be
22 about 2 percent to about 3 percent.

23 Q. So even with that degree of uncertainty as to
24 whether it's 2 percent or 3 percent, you're able to conclude
25 that it's not equal to the risk for African Americans and

1 Hispanics?

2 A. That's correct.

3 Q. Can we look at -- actually before we put that up.
4 Are there any comparisons here in which the confidence
5 intervals overlap?

6 A. No. The confidence intervals don't overlap for any
7 of the four comparisons.

8 Q. Okay. Indicating what about the statistical
9 significance?

10 A. Indicating that African Americans and Hispanics
11 have significantly higher risks of each of these four types
12 of criminal justice contact than Whites do.

13 Q. And if we could look at demonstrative Table 4-B.
14 What does this demonstrative exhibit reflect,
15 Dr. Wildeman?

16 A. So this demonstrative includes the analyses from
17 the bottom panel of the Table that we were looking at
18 previously. And that panel looks at the cumulative
19 prevalence of incarceration with different look-back periods
20 for people who had earned less than \$30,000 in 2015.

21 Q. And what does the confidence intervals reflect for
22 this set of look-back periods at this income level?

23 A. So for all four of these comparisons, there's a
24 statistically significantly higher risk of criminal justice
25 contact for African Americans and Hispanics than there is for

1 Whites.

2 Q. And with respect -- if we can go back to Table 4.
3 With respect to the other income strata between -- above
4 30,000 up to above 70,000, did you also find some
5 statistically significant differences?

6 A. So there's statistically significant differences in
7 the \$30,000 to \$50,000 band. So all three of the comparisons
8 I could make yielded statistically significant -- no, sorry.
9 Two of the three comparisons I was able to make yielded
10 statistically significant differences. And then in the 50 to
11 70, and 70 and up range, there were not statistically
12 significant differences.

13 Q. How do you assess the mix of significant and
14 non-significant results in reaching conclusions about your
15 Table 4?

16 A. So I guess the way I think about it is if there
17 were comparisons between groups where there were a large
18 number of observations and those were statistically
19 insignificant, that would cause me to reevaluate my
20 conclusions. Or if there were very, very different levels of
21 disparities in different bands where I wasn't able to figure
22 out if it was a statistically significant difference or not,
23 then that, too, would cause me to reevaluate my opinion. But
24 in this case, it's only very small cells where you're getting
25 statistically insignificant results and the basic pattern of

1 results follows the same path. And so as a result the
2 statistically insignificant differences don't change my
3 interpretation of the broader picture in any real way.

4 Q. So what is your overall conclusion based on your
5 analyses in Table 4?

6 A. So my overall conclusion based on my analyses in
7 Table 4 is that regardless of the look-back period and
8 regardless of income, contingent upon being able to generate
9 stable sufficiently powered differences, that African
10 Americans and Hispanics are significantly more likely to have
11 experienced prison and jail incarceration than Whites.

12 Q. And just one last question on Table 4. Is there a
13 difference between -- in terms of how you think about your
14 overall conclusions between results that are not
15 statistically significant and places on your Table where
16 there's no results at all because there's no information?

17 A. So if there's no information, I just treat it as
18 though it doesn't exist. When I'm doing my sort of broader
19 calculation about how to interpret these things, if I can't
20 generate an estimate I'm not going to draw any inferences on
21 the basis of that.

22 Q. Now, Dr. Wildeman, you mentioned another data set
23 that you studied I think called the Survey of Inmates in
24 state and federal correctional facilities?

25 A. That's correct.

1 Q. And was that a source from which you were able to
2 provide cumulative risk estimates?

3 A. It is.

4 Q. Does that data source provide you anything that
5 NLSY data did not?

6 A. So the key thing it provides me, because it allows
7 me to make estimates on the basis of the entire population of
8 the U.S., is it lets me look at a broader range of ages than
9 I was able to in the NLSY79. And so as a result it lets me
10 compare what the levels of disparity would be at different
11 ages in terms of cumulative risk.

12 Q. And are the results of those analyses presented in
13 your Table 2?

14 A. They are.

15 Q. If we could look at Table 2 of Exhibit 81-A.

16 So starting with the top half of Table 2, can you
17 explain what your analyses showed?

18 A. Sure. The first part of Table 2 shows what
19 proportion of or what percentage of Whites, Hispanics, and
20 African Americans would ever experience prison incarceration
21 by, what, eight or nine different specific ages.

22 Q. So this starts with an age cohort of 18 to 24 and
23 goes up through 55 to 59?

24 A. That's correct.

25 Q. And what do you see in terms of how cumulative risk

C E R T I F I C A T E

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/s/Martha C. Marshall
Martha C. Marshall, RMR, CRR
Transcriber.

1 UNITED STATES DISTRICT COURT

2 DISTRICT OF CONNECTICUT

3 CONNECTICUT FAIR HOUSING)
 4 CENTER, et al)
 Plaintiff,) NO: 3:18CV705 (VLB)
 5)
 6 vs.)
) October 24, 2022
 7 CORELOGIC RENTAL PROPERTY)
 SOLUTIONS, LLC,)
 Defendant.) VOLUME III

8 _____
 9 450 Main Street
 Hartford, Connecticut

10 B E N C H T R I A L

11 B E F O R E:

12 THE HONORABLE VANESSA L. BRYANT, U.S.D.J.

13 A P P E A R A N C E S:

14 For the Plaintiff : SALMUN KAZEROUNIAN
 Connecticut Fair Housing Center
 15 60 Popieluszko Court
 Hartford, CT 06101

16 CHRISTINE E. WEBBER
 17 Cohen, Milstein, Sellers & Toll
 1100 New York Avenue, N.W.
 18 Suite 500
 Washington, DC 20005

19 ERIC GREGORY DUNN
 20 National Housing Law Project
 919 E. Main Street, Suite 610
 21 Richmond, VA 23219

22
 23
 24 Transcriber: Martha C. Marshall, RMR, CRR

25 Proceedings recorded by electronic sound recording,
 transcript produced by transcription service.

1 housing decisions.

2 Q. So why do you say that that's unjustified harm?

3 A. Again, because as I said, arrest is not necessarily
4 material proof that someone poses a threat to public safety,
5 because many arrests don't end up being charged and
6 convicted.

7 Q. What does the empirical research say about
8 CrimSAFE's consideration of conviction records for up to 99
9 years? So that would be since 1923.

10 A. So research has shown time and time again that
11 lifetime bans against individuals with a criminal record have
12 no empirical basis. A look-back period of up to 99 years or
13 even up to 80 years or 70 years is effectively a lifetime
14 ban.

15 Q. Does consideration of criminal records that are 25
16 years old raise the same concerns for you as the 99 year old
17 records?

18 A. Yes.

19 Q. How about 10 year old criminal records?

20 A. Yes.

21 Q. What is the relationship between past crime and
22 future crime?

23 A. So past crime is predictive of future crime with
24 one major caveat. This relationship attenuates over time.

25 Q. And what do you mean one more time by attenuates?

1 A. Sure. The more time passes, the weaker the
2 relationship between past criminal behavior and future
3 criminal behavior becomes.

4 Q. So why do you say that lifetime bans have no
5 empirical basis?

6 A. There's just no evidence to show that older
7 criminal records are predictive of future crime. The more
8 time passes since the last offense, the less likely someone
9 is to commit crime again.

10 Q. At what point, if at all, does the research show
11 that a person with a criminal record presents a low risk of
12 subsequent offense?

13 A. So there have been many studies done on this topic
14 and they've come up with different estimates. But generally,
15 studies have found that if somebody remains arrest free for a
16 period of about five to nine years, then their likelihood of
17 recidivism becomes comparable to that of someone without a
18 criminal record or to the general population. Different
19 studies use different comparison groups.

20 Q. How confident are you in those results?

21 A. The results from these studies?

22 Q. From the studies you just described, yes.

23 A. I'm confident in the results. These are studies
24 that have been published in some of the top journals in the
25 field of criminology. So I'm confident that they're high

1 quality studies. The only caveat is that they use arrests
2 as -- rearrests as a measure of recidivism, and that comes
3 the limitations that I mentioned so.

4 Q. Now, would these results be different if, instead
5 of using arrests as the measure of recidivism, they looked at
6 convictions and incarceration?

7 A. Yes. The recidivism rates would likely be lower if
8 we used convictions or incarceration as an indicator of
9 recidivism.

10 Q. Do -- oh, sorry. Why do you say that they would be
11 lower if you used conviction and incarceration rather than
12 arrests?

13 A. Because analyses based on arrests tend to be over
14 inclusive. They give us the impression that people are
15 active in crime for longer periods of time than they actually
16 are.

17 Q. Do these subsequent arrests indicate that people
18 are committing subsequent offenses and are higher risk?

19 A. Sorry, can you repeat the question?

20 Q. Do the subsequent arrests in the analyses that you
21 just described indicate that people are committing subsequent
22 offenses and, therefore, higher risk for criminal activity?

23 A. We can't make that inference, no. And that's
24 because once somebody's name's in the system, then they're
25 more likely to experience more contacts with the criminal

1 justice system, regardless of their level of risk. So
2 somebody with a criminal record is at a heightened risk of
3 being arrested again.

4 Q. And what sorts of subsequent offenses are people
5 arrested and incarcerated for after release from prison?

6 A. So there's a substantial number of subsequent
7 arrests and returns to prison that occur not because of new
8 crimes, but because of technical violations, which are the
9 violations of the conditions of probation and parole. So in
10 the returns to prison for technical violations are pretty
11 common, at least in the first three years after release.
12 This is also the period when the recidivism rates are
13 highest. So in a report published by the State of
14 Connecticut in 2015, the data showed that 59 percent of
15 returns to prison within the first three years were because
16 of technical violations.

17 Q. So why does it matter that a substantial portion of
18 returns to prison occur as a result of a technical violation
19 in those three years?

20 A. It just really exemplifies that many subsequent
21 arrests, and even returns to prison, don't necessarily
22 reflect a threat to public safety.

23 Q. How does the academic literature on the risk of
24 rearrests compare to official statistics and Government
25 reports?

1 Q. Okay. Is it your understanding -- what is your
2 understanding of the purpose of the CrimSAFE configuration
3 form?

4 A. To make an accept or decline decision for housing
5 applications based on individual's criminal history.

6 Q. But the form itself that you're suggesting adding
7 something to?

8 A. It's not adding a form. It would just be adding an
9 element to the form.

10 Q. So that form, what is the purpose of that form?
11 Who fills it out?

12 A. Housing providers.

13 Q. Thank you.

14 Other than the frequency of offenses, what other
15 factors need to be considered in assessing the risk to public
16 safety?

17 A. So there are also indicators of social integration
18 and rehabilitation. There's also the fact that crime
19 declines for everyone with age as well.

20 Q. What is the relationship between -- so actually,
21 first, could you define what you mean by indicators of social
22 integration and rehabilitation?

23 A. Sure. They're indicators of social support. So
24 the strength of our relationships that people have to
25 different social institutions, such as the family,

1 employment, education, the religious institutions, et cetera.

2 Q. And what is the relationship between those
3 indicators and recidivism?

4 A. So people who can -- who are able to have stronger
5 social bonds to these social institutions are less likely to
6 recidivate. So it's obvious that especially people who can
7 secure employment and housing and have strong connections to
8 their families, these are very strong core links of
9 desistance from crime. So when people are able obviously to
10 have their basic needs met, then they can focus more under
11 our reintegration efforts. And securing housing is really a
12 crucial element to the whole process of securing employment
13 and reconnecting with families and communities, especially
14 after having spent some time in prison.

15 Q. Based on the configuration instructions and the
16 configuration form, how does CrimSAFE account for indicators
17 of social integration and rehabilitation?

18 A. They are overlooked in CrimSAFE.

19 Q. Are there any existing features of CrimSAFE that
20 are inconsistent with considering these factors?

21 A. Well, the automated accept/decline decision would
22 be inconsistent with the consideration of elements of social
23 integration.

24 Q. So how would one go about assessing social
25 integration and rehabilitation?

1 A. I mean, certainly not through an automated
2 accept/decline instrument. Ideally, individualized
3 assessments would be in order.

4 MR. KAZEROUNIAN: Thank you. No further
5 questions.

6 THE COURT: Cross-examination.

7 MR. ST. GEORGE: Your Honor, may I present from the
8 podium as well?

9 THE COURT: Yes. Anyone may come to the podium to
10 present.

11 MR. ST. GEORGE: Thank you.

12 CROSS-EXAMINATION

13 BY MR. ST. GEORGE:

14 Q. Good afternoon, Doctor.

15 A. Good afternoon.

16 Q. How are you?

17 A. Good. And you?

18 Q. I'm Tim St. George. We met a few years ago
19 pre-pandemic so it seems like a lifetime ago. I hope you've
20 been well.

21 I want to establish some context before we start
22 talking about your specific opinions.

23 You've never worked in the housing industry?

24 A. No.

25 Q. You've only ever been in school or employed as a

C E R T I F I C A T E

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/s/Martha C. Marshall
Martha C. Marshall, RMR, CRR
Transcriber

1 UNITED STATES DISTRICT COURT

2 DISTRICT OF CONNECTICUT

3 CONNECTICUT FAIR HOUSING)
 4 CENTER, et al)
 Plaintiff,) NO: 3:18CV705 (VLB)
 5)
 6 vs.)
) October 25, 2022
 7 CORELOGIC RENTAL PROPERTY)
 SOLUTIONS, LLC,)
 Defendant.) VOLUME IV

8
 9 450 Main Street
 Hartford, Connecticut

10 B E N C H T R I A L

11 B E F O R E:

12 THE HONORABLE VANESSA L. BRYANT, U.S.D.J.

13 A P P E A R A N C E S:

14 For the Plaintiff : SALMUN KAZEROUNIAN
 Connecticut Fair Housing Center
 15 60 Popieluszko Court
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16 CHRISTINE E. WEBBER
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1 MR. ST. GEORGE: I have nothing further.

2 THE COURT: Thank you. You may step down. You're
3 excused.

4 Plaintiffs may call their next witness.

5 MR. DUNN: Your Honor, the plaintiffs call Robert
6 Lindenfelzer.

7 R O B E R T L I N D E N F E L Z E R, called as a
8 witness by the plaintiff, having been duly sworn by the
9 Clerk, was examined and testified on his oath as follows.

10 THE CLERK: Please state your name and spell your
11 last name.

12 THE WITNESS: Robert Lindenfelzer, L I N D E N F E L
13 Z E R.

14 THE CLERK: Please state the city and state in which
15 you reside.

16 THE WITNESS: Quincy, Massachusetts.

17 THE CLERK: Thank you.

18 THE COURT: Please be seated and be sure not to bump
19 into the microphone as you do. And then direct it so that
20 you're speaking into it so we can make a record of the
21 proceeding.

22 Thank you. You may inquire.

23 DIRECT EXAMINATION

24 BY MR. DUNN:

25 Q. Good morning, Mr. Lindenfelzer. First question I

1 have for you is are you familiar with a company called
2 CoreLogic Rental Property Solutions, LLC?

3 A. Yes.

4 Q. And how are you familiar with that company?

5 A. I worked there 16 years.

6 Q. And do you recall what year you began working
7 there?

8 A. I've been gone about three years. So 16 years
9 prior to three years probably. You do the math.

10 Q. Do you recall the month and year when you left?

11 A. It was November, December three years ago. So '19,
12 I think. '18, '19.

13 Q. November, December 2019 or 2018?

14 A. I'm not sure. Probably '19. I've been gone about
15 three years.

16 Q. Do you recall taking a deposition in this case or
17 giving a deposition in this case?

18 A. Yes.

19 Q. And I think that was taken in Boston?

20 A. I think so.

21 Q. And do you recall whether you were working for the
22 company still at the time of that deposition?

23 A. No, I wasn't working for the company at that
24 time.

25 Q. Okay. And do you have any recollection of when

1 subcategories. Crimes against people, murder, rape, assault
2 and battery, et cetera, et cetera. And then when there was a
3 crime, you also looked at the severity, were they convicted
4 of a felony, were they arrested for a felony, were they
5 convicted of a misdemeanor, or was it a simple arrest. And
6 then based on the type of crime and the severity, the clients
7 would determine how many years they wanted to look back in
8 that. For example, you know, a murder. They're going to
9 want to go back to the letter of the law. You want to keep
10 those, you know, safe for the other residents. But something
11 like a bounced check or a DUI, they didn't care as much, you
12 know. So based on the severity in the crime, the property
13 would determine how many years they want to look back and
14 consider this against them for default.

15 Q. Okay. But would CoreLogic do any analysis as far
16 as which crimes landlords should screen for?

17 A. We always left it to the customer, but we went to
18 all of our clients and said, hey, this is what your peers are
19 doing. These are the kind of standards that most of the
20 people like you have. So if you want guidance on what to do,
21 you know, we would show them. And so they looked at us as
22 the, you know, kind of the experts in the area. But we
23 always prefaced everything by saying it's your decision, you
24 know. We just follow what you want to do.

25 Q. You said the guidance that you provided was based

1 Q. If we could scroll back up on the exhibit to where
2 it says decision messages again. So I'm seeing it says
3 decision messages, and then there's a heading when notice
4 qualifying records are found, and then below that when
5 disqualifying records are found. Do you see where I'm
6 looking?

7 A. Yes.

8 Q. Okay. Can you tell me what that language is
9 talking about?

10 A. Records found is a soft way of saying you're
11 declined. Where it says accept, you're accepted. Simply you
12 passed the criminal guidelines. Records found is they're
13 disqualifying records.

14 Q. And how would you get to a situation where these
15 decision messages come into play?

16 A. When they ran the background check, they put the
17 person's information into the system, you know, date of
18 birth, Social Security number, name, address, all of that
19 information. They push submit and, you know, pretty much
20 instantly in most states it would come back either credit
21 pass/fail, criminal pass/fail.

22 Q. What was your understanding of what a landlord
23 would do if they ran a background check through CoreLogic and
24 it came back as records found?

25 MR. ST. GEORGE: Object to form, lacks foundation.

1 THE COURT: Could you have different parameters
2 let's say for arrest? So would your only option be to have
3 one of these messages appear? If an arrest record was found
4 in the last seven years, could you have seven year look-back,
5 a five-year look-back, a three year look-back with different
6 messages?

7 THE WITNESS: No, it's one generic message for all
8 disqualifying records or all passing records.

9 THE COURT: Okay. And could you have the message
10 say review further?

11 THE WITNESS: Yes, you could write whatever you
12 wanted in there.

13 THE COURT: Thank you.

14 BY MR. DUNN:

15 Q. Thank you. Could we move to Exhibit 7. And
16 specifically page 14 of Exhibit 7.

17 Mr. Lindenfelzer, I'm showing you again Exhibit 7.
18 This is the RFP document for WinnResidential. And there's a
19 passage here that says: Users who choose to have their
20 rental decisions automated using ScorePLUS and CrimSAFE may
21 suppress the full reports from the view of their on-site
22 staff. WinnResidential currently uses this option and the
23 site managers view a decision report. Do you see that
24 language?

25 A. Yes.

1 Q. Can you tell me what the difference is between a
2 decision report and the full reports?

3 A. Well, a full report, you're running a credit
4 report. So you can look at everyone's credit history.
5 Looking at an Experian report you'd get the raw data, credit
6 report trade lines, whatnot. You could see if there's any
7 housing court violations. You'll see all full records of
8 their criminal history. That's the full report.

9 Our company's idea, and it sold well to the property
10 management companies, is simplify it. You know, they don't
11 want property managers as judge and jury. Let's have a
12 standardized process for everyone, treat everyone the same
13 way, and not leave it to the interpretation of a leasing
14 agent or a property manager.

15 Q. Thank you. Can you actually tell me what the
16 decision report would actually look like?

17 A. It would just say -- I forget what it was called,
18 but it's like the credit portion, which is the credit and
19 housing part. It would say accept, accept with condition, or
20 decline. And then with the criminal report, it would either
21 say accept or records found. And that's it. That's all they
22 get. And we taught everyone if it says accept accept, you
23 let them in. If either of them are a decline, you know, they
24 don't pass.

25 Q. When you say they don't pass, what do you mean by

1 that?

2 A. They don't qualify for housing at that particular
3 property.

4 Q. Okay. You mentioned this idea of treating everyone
5 the same. Would a landlord still be treating everyone the
6 same if there was further review of criminal history after
7 the report came back and said records found and some
8 applicants might then be admitted and others not?

9 A. If it says records found, that's why we give them
10 the adverse action letter to get their reports and then go
11 back to the property manager and state their case. This is
12 what happened. It was resolved. And then it's a company
13 decision what they do at that point.

14 THE COURT: So what happens if they do go back to
15 the property manager and they state their case? Do you know
16 what happens next?

17 THE WITNESS: Depends on the company and depends on
18 the situation. Like sometimes with criminal records, it
19 could be a false positive. Because there's no Social
20 Security numbers in the criminal database, you know, the
21 search logic is built off of name, address, and date of
22 birth. So if you have a name Sullivan, Smith, there could be
23 plenty of them born on the same day that have a crime that's,
24 you know, it's just not them. So they'd get their records to
25 find out it wasn't them and, you know, usually move in. Or

1 A. Correct.

2 Q. And CoreLogic would never change those CrimSAFE
3 settings without direction from the customers?

4 A. Correct.

5 Q. And while CoreLogic would provide its customers
6 with data about other peers and their CrimSAFE settings,
7 CoreLogic never made any recommendations to its customers
8 about what CrimSAFE settings to select?

9 A. We advised them, but we also made it very clear
10 it's the company's decision.

11 Q. And even when using CrimSAFE, the housing provider
12 made all of the final decisions on whether to admit or deny
13 an applicant?

14 A. Correct.

15 Q. And properties did not seek permission of or
16 involve CoreLogic in any way in that final decision on
17 whether to admit an applicant?

18 A. Correct.

19 Q. And CoreLogic could not force a housing provider to
20 admit an applicant?

21 A. No.

22 Q. CoreLogic could not force a housing provider to
23 deny an applicant?

24 A. Correct.

25 Q. CoreLogic could not force a housing provider to

1 reverse its decision of whether to admit or deny an
2 applicant?

3 A. Correct.

4 Q. And the properties could choose whatever message or
5 language they wanted to see in connection with the CrimSAFE
6 records found or accept default language, correct?

7 A. Correct.

8 Q. All right. I want to ask you about the setting
9 that you discussed where certain housing providers would
10 limit access to on-site leasing staff to the full details of
11 the criminal records. Are you familiar with that setting?

12 A. Yes.

13 Q. And did WinnResidential, for instance, choose to
14 use that setting?

15 A. Yes. They wanted to deny the access to leasing
16 agents and property managers, yes.

17 Q. And that's a setting that leasing agent -- excuse
18 me -- that WinnResidential would have affirmatively had to
19 choose?

20 A. Yes.

21 Q. And so even for those companies that had that
22 setting enabled where the full records wouldn't be identified
23 to the leasing staff, the full details of the criminal
24 records would still always be identified to the designated
25 users at that property, correct?

1 selection criteria set up by the customer?

2 A. Yes.

3 Q. Is the housing provider the entity that makes the
4 final decision, including a decision of whether to ignore or
5 override any record identified by CrimSAFE?

6 A. Yes.

7 Q. Does CoreLogic have any visibility into the housing
8 provider's processes after a CrimSAFE report is returned?

9 A. No.

10 Q. Does CoreLogic even know after a record is
11 identified through CrimSAFE what further steps have to be
12 taken at the property in order to accept or decline that
13 applicant?

14 A. Well, we advise him on getting the adverse action
15 letter and going through the process, but from that point on
16 that's a business decision on their part.

17 Q. So after the CrimSAFE report is delivered, are
18 those processes left up to the housing provider to
19 determine?

20 A. Yes.

21 Q. Now, the adverse action process, you spent some
22 time on that. I want to make sure we just have the basic
23 mechanics in place.

24 So if a record's found through CrimSAFE, is it your
25 testimony that a report will be delivered and that there will

1 MR. DUNN: Your Honor, the plaintiff calls Michael
2 Cunningham.

3 THE COURT: Mr. Cunningham, please stand, raise your
4 right hand and be sworn in.

5 Michael Cunningham, a witness called by the
6 plaintiff, having been duly sworn by the Clerk, was examined
7 and testified on his oath as follows:

8 THE CLERK: Please state your name and spell your
9 last name.

10 THE WITNESS: My name is Michael Cunningham. Last
11 name is spelled C U N N I N G H A M.

12 THE CLERK: Thank you.

13 THE COURT: You may be seated. And please speak at
14 all times into the microphone.

15 Plaintiff may proceed.

16 DIRECT EXAMINATION

17 BY MR. DUNN:

18 Q. Good afternoon, Mr. Cunningham. Are you currently
19 employed, sir?

20 A. I am.

21 Q. And where do you work?

22 A. I work for WinnResidential.

23 Q. And what's your title there?

24 A. My title is Regional Property Manager.

25 Q. Regional Property Manager?

1 THE COURT: I apologize. We actually just upgraded
2 the courtroom technology. It still has some quirks.

3 MS. GASKINS: You can resume. Thank you very much.

4 THE COURT: You're welcome.

5 Go right ahead.

6 BY MS. O'TOOLE:

7 Q. Did WinnResidential do an individualized review of
8 Mikhail Arroyo's application in April of 2016?

9 A. I don't think that there is a mechanism for us to
10 do an independent -- in my experience, our application
11 process goes through CoreLogic. So when you say an
12 independent review, I've never seen a scenario where we would
13 take that information and analyze it on our own to determine
14 eligibility. There are just too many factors that that
15 platform uses to determine a yes or a no. I guess the answer
16 to your question is I don't know how we would -- if we would
17 ever do that.

18 Q. Do you know if an individualized review was done in
19 April of 2016 of Mikhail Arroyo's application?

20 A. Not to my knowledge.

21 Q. In 2016, did Artspace Windham have a reasonable
22 accommodation policy?

23 A. We did.

24 Q. That was a written policy?

25 A. It was.

1 Q. You were familiar with that policy in 2016?

2 A. I am or was, excuse me.

3 Q. Your understanding was that a reasonable
4 accommodation policy was required by the FHA at that time?

5 A. Yes.

6 Q. Under that policy, certain requests could be
7 approved at the site level, correct?

8 A. Yes.

9 Q. In 2016, you had authority to grant or deny certain
10 requests for accommodation, correct?

11 A. Correct.

12 Q. And in 2016, it was your understanding that Mikhail
13 Arroyo's situation had to be escalated to senior
14 management?

15 A. Correct.

16 Q. And that would have been somebody higher than
17 you?

18 A. Yes.

19 Q. And Mikhail Arroyo's situation, it was forwarded to
20 Andrew Lund, correct?

21 A. My direct supervisor, correct. Yes.

22 Q. And also Lori Beaching?

23 A. Lori Beaching?

24 Q. Yes.

25 A. I'm not familiar with that name. Lori Ricci?

1 A. Correct.

2 Q. Did you understand she was a paralegal?

3 A. I didn't know her title. I knew that she worked
4 for the CHFC.

5 Q. And the date of this letter is December 12th, 2016,
6 correct?

7 A. It is.

8 Q. And in the first paragraph she tells you that this
9 is her third time writing to you?

10 A. Yes.

11 Q. When you received this letter, you understood that
12 Ms. Cuerda was asking for a reasonable accommodation in the
13 case of Mr. Arroyo, correct?

14 A. Correct.

15 Q. And if you could take a look at the third sentence.
16 You understood that she was telling you that Mr. Arroyo was a
17 person suffering from a significant disability who was
18 applying to live at Artspace Windham with his mother, Carmen
19 Arroyo, correct?

20 A. Yes. She was telling me -- well, you can read it.
21 Yes, correct.

22 Q. And in the last sentence of that paragraph you
23 understood that she was telling you that she had sent a
24 second request to you on November 30th, correct?

25 A. Yes.

1 Q. And that she had first contacted you on November
2 28th, 2016?

3 A. Yes. She indicates that in the letter, yep.
4 Actually, it appears -- the dates are wrong on the letter it
5 would appear.

6 Q. Is it your belief that Ms. Cuerda first contacted
7 you on November 28th, 2016?

8 A. Yes.

9 Q. Do you believe -- is it your belief that the
10 reference to November 28, 2013 in the letter is a typo?

11 A. Yes.

12 Q. In the third paragraph, you understood that she was
13 communicating to you that because of Mr. Arroyo's disability,
14 he was quite incapable of engaging in any criminal behavior
15 now or in the future, correct?

16 A. That was her claim, yes.

17 Q. And you also understood that she had enclosed with
18 the letter a doctor's note?

19 A. I don't recall seeing a doctor's note. I
20 apologize.

21 Q. That's okay. Do you see in the second sentence of
22 the third paragraph it says, I am enclosing a letter from his
23 doctor attesting to this?

24 A. Yes.

25 Q. Do you recall whether the version of this letter

1 from Mr. Arroyo's doctor?

2 A. I agree that this is a letter from Mr. Arroyo's
3 doctor. I don't recall it being attached but.

4 Q. Did you read the letter from Ms. Cuerda at the time
5 she sent it to you?

6 A. Yes. If you mean this letter, I don't recall
7 reading this letter. I read Ms. Cuerda's letter.

8 Q. Correct?

9 A. Yes.

10 Q. And in Ms. Cuerda's letter, if we could go back to
11 the third paragraph.

12 THE COURT: I'm sorry, I need to understand. So you
13 did read Ms. Cuerda's letter and you remember reading it?

14 THE WITNESS: Yes, ma'am.

15 THE COURT: So you remember it refers to a letter
16 from a doctor being attached?

17 THE WITNESS: Yes, ma'am.

18 THE COURT: But you don't recall whether the letter
19 was attached and you don't recall reading the letter?

20 THE WITNESS: No, ma'am.

21 THE COURT: Do you recall contacting Ms. Cuerda in
22 any way to ask her where the letter was?

23 THE WITNESS: No, ma'am.

24 THE COURT: Thank you.

25 Q. And in the third paragraph of Ms. Cuerda's letter

1 to you, it says, I am enclosing a letter from his doctor
2 attesting to this. Do you see that?

3 A. I can.

4 Q. Do you have any reason to believe that the doctor's
5 letter was not attached to this document?

6 A. No, I don't.

7 Q. And in that paragraph she also told you that
8 because of Mr. Arroyo's disability, he will be completely
9 dependent on his mother for help and he will not be able to
10 leave his apartment without her assistance. Do you see that?

11 A. I do.

12 Q. And she also told you that Mr. Arroyo was severely
13 limited in his mobility and he could not speak, correct?

14 A. Correct.

15 Q. Would you agree with me that Mr. Arroyo could not
16 commit crimes if he was completely dependent on his mother,
17 had severely limited mobility and could not speak?

18 A. I would have no way of knowing that.

19 Q. Do you agree that as of December 2016, Mr. Arroyo's
20 credit history would have been irrelevant because he would
21 not have been paying the bills?

22 A. No.

23 THE COURT: No what?

24 THE WITNESS: No, I don't agree with that
25 statement.

1 Q. In fact, Ms. Arroyo then sued WinnResidential and
2 Artspace two months later, correct?

3 A. Yes, correct.

4 Q. And in the complaint that was filed with the CHRO,
5 do you agree that Ms. Arroyo was challenging
6 WinnResidential's decision to deny Mikhail Arroyo's tenancy
7 application?

8 A. Yes.

9 Q. Was it your understanding that her complaint was
10 that WinnResidential and Artspace had violated the FHA and
11 state Fair Housing laws?

12 A. Yes.

13 Q. Was it also your understanding that one of the
14 claims was that WinnResidential had illegally discriminated
15 against Mr. Arroyo by refusing to make an exception from its
16 screening criteria as a reasonable accommodation to
17 Mr. Arroyo's disabilities?

18 A. I don't recall that specific claim. I apologize.

19 Q. Is it fair to say that when -- sorry, let me
20 rephrase.

21 Did WinnResidential deny the allegations in
22 Ms. Arroyo's complaint?

23 A. Yes.

24 Q. You agree that CoreLogic was not a party to that
25 complaint?

1 A. Yes.

2 Q. And as part of the proceedings before the CHRO, you
3 testified that there it was a fact finding hearing,
4 correct?

5 A. There was.

6 Q. And that was conducted by the CHRO, correct?

7 A. Yes.

8 Q. And that hearing was conducted by a CHRO
9 investigator?

10 A. Yes.

11 Q. That hearing was held on June 13th, 2017?

12 A. I don't recall the specific date, but that sounds
13 right.

14 Q. You testified earlier that WinnResidential was
15 represented by counsel at that hearing?

16 A. Correct.

17 Q. And WinnResidential settled the CHRO complaint
18 brought by Ms. Arroyo, correct?

19 A. That's my understanding, but I'm not privy to the
20 details.

21 Q. I'd like to show you Exhibit -- what has been
22 marked for identification AP, A as in apple, P as in Paul.
23 And I'd move for the introduction of AP as a full exhibit by
24 stipulation.

25 THE COURT: It's a full exhibit, AP, by

1 THE WITNESS: No, ma'am. Well, again, the criteria
2 are set forth by our third party, but they will have adjusted
3 those to comply with Fair Housing law.

4 THE COURT: And how are they adjusted?

5 THE WITNESS: Meaning what are the specific
6 criteria?

7 THE COURT: Not all of them.

8 THE WITNESS: I wouldn't be privy to those, ma'am.

9 THE COURT: Did they eliminate arrests as a basis
10 for exclusion?

11 THE WITNESS: Yes. Yes.

12 THE COURT: Okay. Thank you.

13 THE WITNESS: Yes, ma'am.

14 Q. Do you agree that the decision to allow Mr. Arroyo
15 to move in was made in connection with the CHRO
16 proceedings?

17 A. Yes.

18 Q. Do you agree that Ms. Arroyo was not required to
19 complete a new application at that time?

20 A. I don't recall that.

21 Q. Do you agree that WinnResidential did not order
22 another CrimSAFE report on Mikhail Arroyo at any time after
23 April 26 of 2016?

24 A. I don't believe so.

25 Q. Do you agree that WinnResidential did not obtain

1 approval from CoreLogic for the decision to allow Mr. Arroyo
2 to move in?

3 A. Would you repeat that, please?

4 Q. Sure. Do you agree that WinnResidential did not
5 obtain approval from CoreLogic to allow Mr. Arroyo to move
6 in?

7 A. Correct.

8 Q. Do you agree that WinnResidential did not discuss
9 that decision with CoreLogic?

10 A. I wouldn't know that if those conversations were
11 had above me.

12 Q. Did you have any conversations with anybody at
13 CoreLogic about the decision to allow Mr. Arroyo to move
14 in?

15 A. No, ma'am.

16 Q. Do you agree that CoreLogic was not involved in any
17 way with the decision to allow Mr. Arroyo to move in?

18 A. Yes.

19 Q. Do you agree that WinnResidential did not even
20 inform CoreLogic that it had made the decision to allow
21 Mr. Arroyo to move in in 2017?

22 A. I don't know that one way or the other.

23 Q. Do you agree that at the time Mr -- sorry.

24 Do you agree that at the time WinnResidential
25 accepted Mr. Arroyo's application, it had been 14 months

C E R T I F I C A T E

I, Martha C. Marshall, RMR, CRR, hereby certify that the foregoing pages are a complete and accurate transcription to the best of my ability of the electronic recording of the hearing held in the matter of CONNECTICUT FAIR HOUSING CENTER, et al vs. CORELOGIC RENTAL PROPERTY SOLUTIONS, which was held before the Honorable Vanessa L. Bryant, U.S.D.J., at 450 Main Street, Hartford, Connecticut, on October 25, 2022.

/s/Martha C. Marshall
Martha C. Marshall, RMR, CRR
Transcriber

1 UNITED STATES DISTRICT COURT

2 DISTRICT OF CONNECTICUT

3 CONNECTICUT FAIR HOUSING)
 4 CENTER, et al)
 Plaintiff,) NO: 3:18CV705 (VLB)
 5)
 6 vs.)
) October 28, 2022
 7 CORELOGIC RENTAL PROPERTY)
 SOLUTIONS, LLC,)
 Defendant.) VOLUME V

8
 9 450 Main Street
 Hartford, Connecticut

10 B E N C H T R I A L

11 B E F O R E:

12 THE HONORABLE VANESSA L. BRYANT, U.S.D.J.

13 A P P E A R A N C E S:

14 For the Plaintiff : SALMUN KAZEROUNIAN
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16 CHRISTINE E. WEBBER
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 18 Suite 500
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19 ERIC GREGORY DUNN
 20 National Housing Law Project
 919 E. Main Street, Suite 610
 21 Richmond, VA 23219

22
 23
 24 Transcriber: Martha C. Marshall, RMR, CRR

25 Proceedings recorded by electronic sound recording,
 transcript produced by transcription service.

1 THE COURT: Good morning. Please be seated.

2 I wanted to announce that next Wednesday we will
3 begin at 10: -- not next Wednesday, next Thursday, we will
4 begin at 10:45.

5 And I understand the parties have some scheduling
6 matters. I understand that you'd like to call a witness out
7 of order. All of that is fine. And we will also set a time
8 for the time you requested to address housekeeping matters.

9 With that, are we ready to proceed with testimony?

10 MR. DUNN: We are, Your Honor.

11 THE COURT: Please call your witness.

12 MR. DUNN: Plaintiffs call Erin Kemple.

13 E R I N K E M P L E, called as a witness by
14 the plaintiffs, having been duly sworn by the Clerk, was
15 examined and testified on her oath as follows:

16 THE CLERK: Please state your name and spell your
17 last name.

18 THE WITNESS: Erin Kemple, K E M P L E.

19 THE CLERK: Please state the city and state in which
20 you reside.

21 THE WITNESS: Hartford, Connecticut.

22 THE CLERK: Thank you.

23 THE COURT: You may be seated.

24 Inquiry may begin.

25 DIRECT EXAMINATION

1 BY MR. DUNN:

2 Q. Good morning, Ms. Kemple. Could you describe your
3 professional background for us, please.

4 A. I graduated from law school, Suffolk University Law
5 School, in 1985. At that time I took a job at Western Mass
6 Legal Services as a staff attorney. I stayed there until
7 1994 when I joined the Housing Discrimination Project, a
8 project for A housing organization that my colleagues from
9 Western Mass Legal Services had started. In 1995, I became
10 the Executive Director of the Housing Discrimination Project
11 and stayed there until 2003, when I joined the Connecticut
12 Fair Housing Center as the Executive Director. And I
13 recently left the Connecticut Fair Housing Center in August
14 of 2022 to start my own consulting work with Fair Housing
15 organizations across the country.

16 Q. Thank you. And the Massachusetts program you
17 worked at was a Fair Housing Center?

18 A. Yes, it was. Housing Discrimination Project, now
19 known as the Massachusetts Fair Housing Center.

20 Q. Okay. And, of course, you were at the Connecticut
21 Fair Housing Center for a long time?

22 A. 19 years.

23 Q. Can you tell us what a Fair Housing Center is?

24 A. There are Fair Housing Centers throughout the
25 country. It's part of a movement that started, in part, with

1 a way of preventing people from getting housing. And so I've
2 been hired in order to be able to help other Fair Housing
3 organizations across the country do these types of
4 investigations, because HUD has said that if you want to get
5 funding from us you need to continue to look at this issue.

6 Q. Did you see the information you were learning about
7 criminal history screening at that point in time, how did you
8 see that affecting the Connecticut Fair Housing Center's
9 mission?

10 A. So as I said, our mission is allow people to
11 obtain -- to ensure that people are able to obtain housing
12 free from discrimination. Unfortunately, one of the things
13 that we saw, that no matter how much education outreach we
14 did, no matter how much talking to landlords, to housing
15 providers, to others in the industry, we couldn't shake the
16 idea that they had to screen for criminal records as part of
17 being a good landlord, as part of being a good housing
18 provider. And that really meant that it was frustrating our
19 mission in part, because we couldn't get people to understand
20 how the Fair Housing laws applied in criminal records
21 screening.

22 Q. Were there certain aspects of criminal records
23 screening that were particularly a problem or was it all
24 criminal history screening all together?

25 A. It was pretty much all criminal history screening.

1 I've been looking at various tenant -- while I was at the
2 Connecticut Fair Housing Center, I was looking at tenant
3 selection policies of subsidized housing providers because
4 they're required to make those public. The majority of the
5 ones I looked at in Fairfield County, New Haven County, and
6 Hartford County, had a blanket prohibition on anyone with a
7 criminal record. So there wasn't any case by case analysis
8 suggested in their criminal records screening -- I'm sorry --
9 in their tenant screening policies. There wasn't any ability
10 to try to determine if someone could still reoffend. Like
11 Mikhail Arroyo could no longer reoffend because he's so
12 disabled. There was no understanding and nothing in their
13 tenant selection policies that took that into account. Most
14 of the time what we saw was just an outright ban on people
15 who had a criminal record.

16 THE COURT: A ban by who?

17 THE WITNESS: The subsidized housing providers that
18 we were looking at their tenant selection policies. So the
19 tenant selection policies would say these people aren't
20 qualified if they were arrested for domestic violence, have
21 any kind of criminal record, and then there were other things
22 that also were included in that. So it was right in their
23 tenant selection policies.

24 Private landlords are not required to make their
25 tenant selection policies public. So the only way we could

1 find out what their tenant selection policies was was by
2 doing Fair Housing testing. And in most of those cases, the
3 majority of the tests that we did show that there was an
4 outright ban on people with criminal records.

5 THE COURT: So these are private and subsidized?

6 THE WITNESS: Yes.

7 Q. So in the trainings that you gave to landlords,
8 were you telling landlords they should just stop doing
9 criminal history screening altogether, or were you asking
10 them to make certain changes to the ways that they did it?

11 A. I did several things. So, first of all, I
12 challenged landlords as to why they were doing criminal
13 records screening as opposed to why they thought it was only
14 tenants and people who are living in their complex that could
15 cause a criminal problem -- commit a criminal act in their
16 housing. So I would say to them, why aren't you screening
17 visitors? If you think it's such a huge issue, why aren't
18 you screening visitors? And they would just roll their eyes
19 at me like, oh, you're so stupid. Or why aren't you
20 providing security so that anybody coming into the property
21 cannot commit a criminal act, even if they're not visiting
22 someone? And, again, they would tell me, oh, that just -- it
23 cost too much money. We're not going to do that. We think
24 that the best way is to do criminal records screening. And
25 then I would ask, well, how do you do that?

1 When I couldn't get them to see how foolish it was,
2 in my opinion, to just screen tenants if what they were
3 trying to do was make their property safe, I would move on to
4 say, well, how do you do criminal records screening? Like,
5 what does that look like? And inevitably the majority of
6 people I talked to, especially the subsidized housing
7 providers, would tell me that they use CoreLogic in order to
8 screen tenants for their criminal records.

9 MS. O'TOOLE: Objection. Move to strike the last
10 portion of her answer that referred to what she was being
11 told by landlords during these trainings because it's
12 hearsay.

13 MR. DUNN: Your Honor, the context of this
14 examination is to elicit information as to the Fair Housing
15 Center's diversion of resources and frustration of mission.
16 And the information that Ms. Kemple was gathering from people
17 in the industry is the, you know, the basis on which they
18 decided to take on criminal history screening as a more
19 prominent issue and divert resources to it.

20 THE COURT: Are you offering it for its truth?
21 Isn't it hearsay?

22 MR. DUNN: It's being offered to show why the Fair
23 Housing Center prioritized criminal history screenings,
24 because they were told by not only their clients, but also by
25 landlords and other people they were giving training to that

1 criminal history screening was common. It was being done in
2 certain ways, including the use of CoreLogic. And so we're
3 not offering this statement to prove that landlords were
4 using CoreLogic. We're offering it to prove that the Fair
5 Housing Center had reason to believe that CoreLogic was
6 behind a lot of the problems they were seeing with criminal
7 history screening and that's why they diverted resources to
8 that issue.

9 THE COURT: To the issue of CoreLogic?

10 MR. DUNN: Yes, Your Honor. The next group of
11 questions I have will elicit more information about
12 CoreLogic.

13 THE COURT: All right. I'll allow it for that
14 limited purpose.

15 Q. Ms. Kemple, when you found out that a lot of
16 landlords were reporting that they use CoreLogic, what's the
17 significance of that? What does that mean?

18 A. So when I was doing training and people in front of
19 me would tell me that they would do criminal records
20 screening using a data scraping company, data scraping from
21 the internet, not just from local sources, then from there I
22 would ask which data scraping company and they would tell me
23 it was CoreLogic. And I would say what kind of information
24 did you get? And a lot of times I'd get shrugs or, you know,
25 I don't know. That's not my job. It's the manager's job to

1 get the information. I'm just told whether or not to accept
2 or reject the person who has applied.

3 Q. Well, did you try to find out more information
4 about what this data scraping company was?

5 A. So when we got the complaint from Carmen Arroyo, I
6 really -- the staff really began focusing on CoreLogic and
7 the kinds of products that they had and the information that
8 they were giving to housing providers. That included going
9 onto their website, looking at the marketing materials they
10 put on their website, putting and looking at information that
11 they gave in various trainings, that sort of thing. We went
12 into the internet and just did as much research as we
13 possibly could.

14 Q. Okay. And what did you find out about CoreLogic
15 that related to what you were hearing from landlords and how
16 you saw criminal records screening as an issue affecting the
17 Center's mission?

18 A. So all of the marketing materials that we saw on
19 their website, we actually had someone go in and, because
20 they were a landlord, and subscribe to CoreLogic to get some
21 of the information that they only gave to landlords. And it
22 all said that in order to have a safe community, in order to
23 fulfill your responsibilities as a landlord, in order to keep
24 your tenants safe, you have to screen for criminal records
25 and we can do that for you.

1 identification purposes as Exhibit Number 11. Can you take a
2 look at this and tell me if you recognize it?

3 A. Yes, I do. That's part of the material that Fair
4 Housing Center staff found on the CoreLogic website.

5 Q. And do you recall approximately when you first saw
6 this document?

7 A. I don't recall exactly when. It was around the
8 time that we began investigating Ms. Arroyo's complaint. So
9 2016, 2017. I'm not exactly sure which.

10 Q. Okay. And did any information from this document
11 influence your views as to the importance of CoreLogic as,
12 you know, related to this issue of criminal screening and its
13 affect on the Center's mission?

14 A. Yes. So if you look at the bullet points under
15 benefits, that is the information that I thought was most
16 relevant. It says specifically that it maintains the
17 benefits of using the CoreLogic product maintains a safer
18 community for residents, guests, and staff. Reduces
19 potential liability. And the thing that I found most
20 shocking is that it improves Fair Housing compliance by
21 helping you screen applicants consistently.

22 At that point we had already received the complaint
23 from Ms. Arroyo and that was one of the things that I found
24 most upsetting about this particular marketing information.

25 Q. So, in your view, were these representations

1 consistent with your understanding of Fair Housing law?

2 A. Almost word for word --

3 MS. O'TOOLE: Objection. Calls for a legal
4 conclusion.

5 THE WITNESS: I'm sorry. I misunderstood the
6 question.

7 THE COURT: Do you claim it? Do you claim the
8 question?

9 MR. DUNN: Well, maybe I should reword it, Your
10 Honor.

11 THE COURT: Okay.

12 Q. How did you view these representations that you
13 just described as impacting Connecticut Fair Housing Center's
14 mission?

15 A. So based upon the Carmen Arroyo case, Mikhail's
16 rejection, and the other complaints that we got that we
17 believed were violating the Fair Housing laws, it made us
18 believe that this CoreLogic product and the CoreLogic
19 criminal records screening did not comply with the Fair
20 Housing laws, because it did not do a case by case analysis
21 as recommended in the HUD memo.

22 Q. I see the fourth bullet that you pointed out. It
23 says saves time for leasing staff?

24 A. Yes.

25 Q. What's your understanding of what was meant by

1 seriously challenged, but at the same time I believe we have
2 an obligation to put in the evidence to establish it. But, I
3 mean, certainly, if CoreLogic will stipulate that standing is
4 not an issue, we can move on more quickly.

5 MS. O'TOOLE: Your Honor, I think that -- as to the
6 issue of which legal research is done, unless they can tie it
7 to the CFHC's damages in this action, it's also irrelevant.

8 THE COURT: Well, if they did research and the
9 results of that research was that the conduct was illegal and
10 their mission was to eradicate illegal practices, then they
11 spent time and money attempting to do that, then it would
12 affect them financially. All this is a given as far as I'm
13 concerned. I don't know that we need to spend hours on this.

14 Is standing contested or is it not? I mean, it
15 hasn't formally been in this case. Certainly had an
16 opportunity to do that, a motion to dismiss or summary
17 judgment.

18 MS. O'TOOLE: The defendant's not challenging the
19 CFHC's standing to seek damages for the Fair Housing
20 violations that its claimed.

21 THE COURT: Do you challenge that they spent
22 resources investigating and challenging the practices of
23 CoreLogic?

24 MS. O'TOOLE: We challenge the fact that they have
25 not submitted any exhibits as part of the record in this case

1 to substantiate the damages that they are seeking. And we
2 challenge the fact that the damages they are claiming -- that
3 we believe they are claiming are not specified in the
4 Findings of Fact and Conclusions of Law. And to our
5 knowledge, they have never asserted damages for the legal
6 research about which the witness is currently testifying.

7 THE COURT: So they have not detailed the source of
8 their damages and that's an issue of contest?

9 MS. O'TOOLE: Yes, Your Honor.

10 THE COURT: So if we're going to spend our time, we
11 should be spending it on an issue I need to resolve, not on
12 each issue that's not contested.

13 MR. DUNN: I mean, if we've established that
14 CoreLogic is not contesting standing, then we can certainly
15 move on, Your Honor.

16 THE COURT: I believe we have. Correct, Attorney
17 O'Toole?

18 MS. O'TOOLE: CoreLogic is not challenging CFHC's
19 ability to seek damages for the Fair Housing violations its
20 claimed or alleged.

21 THE COURT: Which means you don't challenge Fair
22 Housing's standing to pursue the claims they have made in
23 this case?

24 MS. O'TOOLE: That's correct, Your Honor.

25 MR. DUNN: Your Honor, I move to formally admit

1 had -- this wouldn't be relevant to the issue of how the
2 Center's resources were diverted in the 2016 time period.
3 Moreover, it's not relevant and it's not probative of the
4 party's conduct. It's not probative of how any customer used
5 the CrimSAFE product, let alone how WinnResidential used
6 CrimSAFE in Mr. Arroyo's case. It's also not probative of
7 whether CrimSAFE is used as a decision-making product,
8 because there's no proof that any customer in the relevant
9 rental market viewed or relied on those materials. So,
10 therefore, it's prejudicial. It's more prejudicial than
11 probative. It's also confusing and cumulative.

12 THE COURT: Response.

13 MR. DUNN: Your Honor, I believe the reason that we
14 included Exhibit Number 87, which is substantially no
15 different than the other marketing materials, is the date
16 that it was, late 2019, and showed that basically CoreLogic
17 was continuing to offer CrimSAFE under substantially the same
18 methods and procedures as they had been previously. But,
19 otherwise, it's just another document showing that CrimSAFE
20 is offered to landlords and, you know, that it provides
21 criminal background checks and criminal history screening
22 decisions.

23 THE COURT: 87 is not admitted.

24 BY MR. DUNN:

25 Q. Ms. Kemple, after the Connecticut Fair Housing

1 Center observed problems with rental history -- I'm
2 sorry -- with criminal history screening as an impediment to
3 its mission, did the Center decide to do anything about that
4 problem?

5 A. There were several things that the Connecticut Fair
6 Housing Center did. As I stated at the beginning of my
7 testimony, there are really four programs that the
8 Connecticut Fair Housing Center runs, and all of those four
9 programs were involved in trying to combat what we saw as a
10 pervasive attitude in the rental community with regards to
11 criminal records and what CoreLogic was doing as evidenced by
12 what happened in Ms. Arroyo's case.

13 So the first thing we did was a lot of education
14 outreach. That includes things like talking to housing
15 providers, as I've already described. But more importantly,
16 talking to people who could be the victims of housing
17 discrimination. We would do trainings for people in homeless
18 shelters, people who were participating in some type of
19 social service program, places like Head Start, parent
20 programs, PTA's, PTO's, that kind of thing. And we would
21 start about the time of Ms. Arroyo's intake, we would bring
22 up criminal records in part to alert people there may be a
23 disparate in the use of criminal records and that it may be
24 challengeable under the Fair Housing laws. We found that a
25 lot of that usually stopped the training. By that what I

1 mean is we would want to move on to other topics and the
2 people who were in those trainings would just want to stay on
3 that topic.

4 As I've already mentioned, we became much more
5 involved in reentry coalitions, working with people who were
6 just out of prison or jail, trying to assist them and give
7 them advice about how to overcome the criminal records issues
8 that were preventing them from finding housing. We also were
9 contacted by legislatures who asked us what we thought about
10 the use of criminal records. There were two different forums
11 held by the Legislature, one down in New London and one in
12 Hartford, in which staff was asked to speak about the use of
13 criminal records in screening tenants and about what had
14 happened to Ms. Arroyo, in particular, as well as advice for
15 people who were looking for housing who may have a criminal
16 record. So that was our education outreach work.

17 As I said, I continued to do training for housing
18 providers. Meaning that I would do about two hours on the
19 Fair Housing laws. About 90 minutes of that would just be
20 going over the Fair Housing laws. About 25 to 30 minutes
21 doing case examples. I also included a case example where
22 someone had a criminal record to see how the staff in front
23 of me would react to that. Would they be talking about doing
24 a case by case analysis. And most of the time, even after I
25 had gone over that in the training and said here's what the

1 HUD memo says, here's what you have to do on a case by case
2 analysis, most of them didn't follow that when we got to the
3 case example part.

4 The second thing that we did is, as I already
5 mentioned, we recoded our database so that we asked every
6 single person who called if they had ever been denied housing
7 because of their criminal record. When people called us
8 specifically because they had been denied based upon a
9 criminal record, we did investigations. We made sure that
10 those were cases that we spent time investigating, sometimes
11 doing Fair Housing testing, sometimes talking to neighbors or
12 other people about their experience with regards to Fair
13 Housing testing and determining if we could move forward with
14 any of those cases.

15 The public policy work that we did included talking
16 to Housing Authorities, other subsidized housing providers,
17 talking to the Legislature when there was information there
18 about proposals for bills to either ban outright the use of
19 criminal records to screen tenants, as well as making a
20 criminal history -- having a criminal history a protected
21 class.

22 The fourth thing that we did was that, you know, at
23 all times it was part of my job to be raising money for the
24 organization both through writing grants or private
25 fundraising efforts. And I remember that in 2015, I went to

1 staff with a proposal to apply for a grant from the Hartford
2 Foundation for Public Giving. It would have been a
3 three-year grant. I had specific things that I thought we
4 should be focusing on. In early 2016, shortly after we got
5 the Carmen Arroyo complaint, I completely changed what we
6 were doing as a result of that. And so we ended up applying
7 to the Hartford Foundation for a three-year to do criminal
8 records testing. At about the same time we received notice
9 that we were eligible to apply for funding from the
10 Connecticut Bar Foundation for funding. And, again, I had
11 specific plans to do various types of work, but I changed
12 those plans and put in an application to do three years worth
13 of work on criminal records.

14 In 2018, we had the possibility of applying to have
15 our HUD grant, which is a major source of our funding,
16 renewed. Again, we had plans to do specific types of work.
17 But as a result of the Carmen Arroyo case and the increasing
18 evidence that we were seeing of the use of criminal records
19 to deny tenants, we changed the statement of work for that to
20 include criminal records.

21 And, finally, we did what we called systemic
22 testing. What that means is that we didn't respond to a
23 complaint in order to do Fair Housing testing. We chose to
24 do systemic testing in order to understand what the market
25 was like. How the real estate market was affecting tenants.

1 And specifically with regards to criminal records so that we
2 did -- I'm sorry -- we did testing of various housing
3 providers to see if they would outright reject someone
4 because they had a criminal record, if they would encourage
5 them to apply even though they had a criminal record. The
6 testers all revealed that they had criminal records. And in
7 that case the majority of tests came back showing that there
8 was the use of criminal records and oftentimes the use was
9 different between people of color and people who were
10 white.

11 Q. Okay. You mentioned some activities that you had
12 identified other than criminal records screening that it
13 sounds like the Center did not take on.

14 A. So in late 2015, early 2016, we were having a lot
15 of difficulties with Housing Authorities, subsidized housing
16 providers, in the way that they were opening their waiting
17 list. So there's specific regulations about how to open a
18 waiting list to ensure that people are getting equal
19 opportunity to apply.

20 I remember in one case in 2015, a housing provider
21 opened their waiting list for two hours and there were people
22 lined up around the block with little kids spending, you
23 know, hours and hours of time. A woman who was pregnant
24 was -- had to get out of line because she couldn't do that.
25 So we really wanted to focus on both educating housing

1 providers, subsidized housing providers, about how to open
2 their waiting list and to make sure that their waiting list
3 and their rules for opening the waiting list complied with
4 the Fair Housing laws. So that was one of the things we
5 wanted to do.

6 We also have recognized for many, many years that
7 the placement of affordable housing is mostly in cities which
8 increases segregation since the majority of the cities in
9 Connecticut are highly segregated. We wanted to work on
10 zoning issues outside the City of Hartford, outside the City
11 of New Haven and Bridgeport, to ensure that there was
12 affordable housing developed outside of that.

13 We also were looking at several issues. We had been
14 doing foreclosure prevention work since the 2008 real estate
15 melt down and wanted to really look at some of the statistics
16 and cases that we had in order to determine if people of
17 color were treated differently when they were trying to
18 renegotiate their mortgages.

19 There was one other program that we were looking at.
20 Oh, shelter issues. Homeless shelter issues. We had people
21 coming to us telling us that they couldn't get into homeless
22 shelters either because they had an emotional support animal
23 or because they were being forced into shelters that matched
24 their gender identity at birth, not their gender identity
25 currently.

1 So those were the four issues that I presented to
2 staff for the Hartford Foundation for Public Giving Grant.
3 We ended up dropping almost every single one of those from
4 the grant application because of the information that we were
5 getting from Ms. Arroyo and other investigations around
6 criminal records.

7 Q. Do you recall which specific issues you dropped and
8 which you were able to continue to pursue?

9 A. I think the only issue from that list of four that
10 I was able to -- that we were able to do was the one with
11 regards to foreclosure prevention. Although it was not as
12 extensive as we wanted, I had envisioned that the grant would
13 be about half on foreclosure prevention issues that I just
14 described, and then the other half of the grant would be on
15 homeless shelter issues, subsidized housing provider
16 issue -- waiting list issues and the affordable housing
17 issues. The grant ended up being three quarters about
18 criminal records and eviction records and one quarter about
19 the -- same other -- losing my train of thought. One quarter
20 about the foreclosure prevention issues.

21 Q. Okay. Were there any other funding opportunities
22 that the Fair Housing Center missed out on because of
23 shifting to criminal history screening?

24 A. Yes. We wanted to -- we had not received funding
25 from the Community Foundation for Greater New Haven in many

1 years. In my early years at Connecticut Fair Housing Center
2 we had gotten funding from them, but then they switched their
3 focus to education. By 2014, 2015, 2016, they were back into
4 looking at housing issues. We did not have a chance to apply
5 for them because we were so focused on some of the criminal
6 records work and we were not able to get to actually writing
7 the application.

8 The same thing with the Fairfield County Community
9 Foundation. We had been receiving small amounts of money,
10 \$5,000. We wanted to apply for a larger grant from them.
11 Were not able to do that because of the criminal records work
12 that we were doing.

13 Q. Were there new funding opportunities that the
14 Center was able to take advantage of because it was doing
15 criminal history screening work?

16 A. So we were not -- there were no grants that I could
17 find or uncover that specifically focused or funded groups to
18 do criminal records work. What ended up happening is that we
19 would shoehorn the criminal records into other types, like
20 the Hartford Foundation, and then I would have to go and
21 spend time explaining why criminal records was such an issue,
22 why we wanted to focus on it, even though we had put in a
23 preliminary inquiry to do different kinds of work. So that
24 was the kind of thing I had to do.

25 The same thing for the Bank of America. I didn't

1 have to put in a preliminary suggestion of what we would
2 apply for, but I had to spend a lot of time explaining why
3 criminal records was a Fair Housing issue and why we wanted
4 to receive funding to do that.

5 Q. And how did the Fair Housing Center deploy its
6 staff to take on the criminal history screening work?

7 A. So I would say a lot of staff were involved. As I
8 explained before, at the time that this began we really had
9 two major programs that we were running, the Foreclosure
10 Prevention Program and the Fair Housing Program. We took
11 people from Foreclosure Prevention to work on doing
12 investigations, to looking at doing legal research. We also
13 have two testing coordinators whose job it is to do testing
14 coordination. And we took them and asked them to do criminal
15 records testing. So whereas before they might have been
16 looking at issues surrounding complaints, for instance, that
17 we received, we asked them to add to their case work and to
18 divert their attention from some of the other work they were
19 doing in order to do criminal records testing.

20 At the same time we added to the work of our
21 Administrative Assistant. Her job is to do intakes. And up
22 until that time the intakes consisted of getting basic
23 information about the person and why they were calling. We
24 added to that question list by having her ask every single
25 person who called if they had ever been denied housing

1 because of a criminal record. For the lawyers that were
2 involved who usually got involved after an intake was done
3 and an investigation was done, if that question hadn't been
4 asked, if the secretary had forgotten to ask about criminal
5 records, it was their responsibility to ask about criminal
6 records. So we really deployed a lot of staff to looking at
7 this issue because we saw it as so important.

8 With regards to education and outreach, for
9 instance, our testing coordinators also did education
10 outreach. And they would come to me prior to receiving the
11 Carmen Arroyo complaint and say we're being asked to
12 participate in this reentry coalition or I'm being asked to
13 do more work with this reentry coalition, and I would say no.
14 Because I wasn't sure that there was anything to do and I
15 wasn't sure it was enough of a priority.

16 After we got the Carmen Arroyo complaint and we
17 started to see the extent of the use of criminal records in
18 screening tenants, I asked staff to step up their involvement
19 with the reentry coalition. I asked them to seek out
20 opportunities to talk to people who were rejoining the
21 community after having been imprisoned.

22 Q. Did you have any means of tracking of how much the
23 Center's work was devoted to the criminal history screening
24 issues?

25 A. The Connecticut Fair Housing Center has an online

1 database and every single staff member is required to keep
2 time records down to the tenth of an hour for every single
3 day for everything that they do. The time records include a
4 general category. So, for instance, doing education
5 outreach, doing Fair Housing testing, as well as a note
6 section where they can explain what they did. So when I was
7 trying to figure out how much time we had actually diverted
8 to doing criminal records work, I was able to use that
9 database in order to be able to determine how much time we
10 had devoted to education outreach, how much time we had
11 devoted to testing, how much time we had devoted to client
12 work, and how much time we had devoted to the fundraising
13 grant writing piece for the criminal records work.

14 Q. And were you able to review that document
15 periodically or check to see how much work was being devoted
16 to the criminal history screening?

17 A. So it was my practice to review criminal records
18 every -- I'm sorry -- to review the time records every two
19 weeks to ensure that people were keeping up their time. And
20 I noticed that there was significant amount of time being
21 spent on criminal records investigation. When I was
22 compiling that into a document, I actually went back and
23 reviewed it for several years, going back to the time of
24 Ms. Arroyo's complaint. I also updated it periodically until
25 2018 or 2019, I believe, because we continued to divert

1 resources and devote our efforts to the criminal records
2 issues.

3 Q. So having prepared that document and reviewed it,
4 do you know how much time the Fair Housing Center staff
5 diverted to criminal history work?

6 A. I believe it was about 350 hours. I'd have to see
7 what I call the diversion log in order to know the specific
8 number.

9 Q. And what -- can you describe what sort of time you
10 included in that 350 hours and what you excluded?

11 A. So for criminal records -- I'm sorry -- for
12 education outreach, my directive to the staff was that if
13 they were doing a training and it included criminal records
14 information, that they would include that. And then I would
15 talk to staff. So I would then run a search for every single
16 note that referred to criminal records done -- worked on by
17 one of the people who were doing education and outreach.
18 Once I found that out, I would ask the staff member
19 approximately how much time of this one hour training did you
20 spend on criminal records, and I would then use that to
21 ensure that the amount of time on the diversion log included
22 only time on criminal records. Sometimes it was very easy to
23 tell. So, for instance, met with the reentry coalition, two
24 hours. That was all about criminal records. On the other
25 hand, did a training at XYZ shelter. Maybe they talked about

1 other issues during the one hour, but I would then cut that
2 down and only include the amount of time that they spent
3 actually talking about criminal records.

4 With regards to testing, that was also very easy,
5 because we had a way of coding our testing work in order to
6 show that the work was -- what the test was about. So it may
7 say about criminal records, may say about lending. It may
8 say about rentals without referring to criminal records. So
9 I would only look for the testing that only referred to
10 criminal records.

11 With regards to the case work, in addition to
12 looking at -- I would look at the notes that the secretary
13 kept about why the person was calling and if the person said
14 that they had been denied housing because of a criminal
15 record and that's why they were calling us. Then I would
16 know to then look at the other entry, time entries for that
17 client in order to ensure that it really was a criminal
18 records issue and not, well, I thought it was criminal
19 records but it turns out to be something else. So I would
20 include the records where it was only about criminal history.

21 With regards to the grant writing, that was actually
22 pretty easy because I was the one who was doing the grant
23 writing. So I knew how to put that into the notes portion.
24 And so I was able to call up all of the time that I spent
25 writing grants that had to do with criminal records

1 investigations.

2 One of the things I forgot to do is to include any
3 of the time that we spent testifying at the Legislature on
4 criminal records -- I'm sorry -- on legislation that
5 addressed criminal records issues or any time that we spent
6 meeting with specific legislators about their bills that had
7 to do with criminal records. So that's not in my time
8 records.

9 Q. Did you omit sort of legislative type work from the
10 log or did you include any of that?

11 A. So there were two types of legislative work that I
12 know I included because I thought of it much as education and
13 outreach, and that was when we worked with two different
14 legislative committees to have a hearing -- I'm sorry -- to
15 participate in a forum about criminal records and their
16 affect on peoples ability to get housing. One, as I said,
17 was in New London. The other one was in Hartford. And
18 because I thought of those as education outreach, I included
19 those in the log, but not any testimony at the Legislature,
20 not any meetings with individual legislators who were
21 sponsoring legislation about the use of criminal records in
22 housing.

23 Q. Were you able to put any kind of dollar value on
24 the amount of staff diversion that you calculated?

25 A. So any time that we do diversion logs, which is

1 really not very often, we do use market rates to assign
2 time -- I'm sorry -- to value the time that staff spent. So
3 we look at what, for instance, a parallel with X number of
4 years of experience would charge in the private market or we
5 do at times have consulting contracts, in particular. I did.
6 And so we would use consulting dollar amounts, the amount we
7 charged for consulting contracts, and I was able to assign
8 the amount that we spent diverting our resources to the
9 various staff members and come up with an amount that we had
10 spent diverting our resources.

11 Q. And what was the most recent number that you had
12 come up?

13 A. I believe it was \$82,000.

14 Q. Did any of the -- did any of the staff time in the
15 diversion log include time that was devoted to the Arroyo
16 matter?

17 A. So it included staff time by the paralegal who was
18 helping Ms. Arroyo get copies of the -- trying to help
19 Ms. Arroyo get copies of the records that resulted in her
20 son's denial by WinnResidential. That took quite a bit of
21 time because, in part, Carmen believed she'd been told it was
22 about credit. So we spent a lot of time helping her check
23 her credit which then -- I'm sorry -- helping her check
24 Mikhail's credit and, of course, that didn't go anywhere.

25 We spent a lot of time talking to CoreLogic, trying

1 about.

2 Q. Do you agree that there is no exhibit that has been
3 submitted to the Court listing the rates of each of the
4 timekeepers?

5 MR. DUNN: I object to that.

6 THE COURT: I mean, there's no foundation for that.
7 The witness hasn't stated that she reviewed all the
8 exhibits.

9 Q. You're testifying here as the corporate
10 representative of the Fair Housing Center, correct?

11 A. Yes.

12 Q. And you're no longer employed?

13 A. That's correct.

14 Q. Your prior position was the Executive Director of
15 the Fair Housing Center, correct?

16 A. Yes.

17 Q. You testified you went to law school, correct?

18 A. Yes.

19 Q. And you practiced litigation for a number of years
20 before becoming Executive Director of the Fair Housing
21 organization in Massachusetts?

22 A. I litigated pretty much throughout my career.

23 Q. Did part of your duties and responsibilities at the
24 Fair Housing Center involve overseeing litigation?

25 A. Yes.

1 Q. And of the \$82,000 in claimed diversion damages, do
2 you know how much was for client work?

3 A. Not without looking at the log.

4 Q. And that work was spent on the Center's clients for
5 which it did any kind of work beyond intake who had a claim
6 that they had been denied housing because of their criminal
7 record, correct?

8 A. No.

9 Q. What was generally being reflected for client
10 work?

11 A. I'm sorry, I don't understand the question.

12 Q. Was one of the categories on the diversion log for
13 client work?

14 A. Yes, it was.

15 Q. Do you agree that that was work spent on the
16 Center's clients for which it did any kind of work beyond
17 intake who had a claim that they had been denied housing
18 because of their criminal record?

19 A. Yes.

20 Q. And is it correct that none of that work was
21 specific to the Arroyos?

22 A. That is correct.

23 Q. Do you know if any of the client work relates to
24 CoreLogic?

25 A. I believe that some of it did.

1 based testing.

2 THE COURT: What does that mean?

3 THE WITNESS: That means testing for complaints that
4 we received. So something like Ms. Arroyo, I can't honestly
5 remember if we tested her case or not, but if she had called,
6 for instance, and said I got turned down because I'm Latinx,
7 we would do a test on that as opposed to systemic testing or
8 random testing where we had specific things that we were
9 looking at to see what was happening in the market.

10 THE COURT: Thank you.

11 Q. And I believe during your earlier testimony you
12 described some of the testimony -- sorry -- you described
13 some of the testimony -- testing about the market generally,
14 correct?

15 A. Yes.

16 Q. Do you agree that that was all criminal records
17 testing generically and was not specific to CoreLogic?

18 A. Yes.

19 Q. And was it your understanding that CoreLogic had
20 operated 120 complexes in Connecticut?

21 A. No.

22 Q. What was your understanding of how many properties
23 CoreLogic had in -- sorry -- I meant WinnResidential. Let me
24 rephrase that.

25 Was it your understanding that WinnResidential --

1 let me rephrase that.

2 Did you have an understanding as to how many
3 customers CoreLogic had in Connecticut?

4 A. No.

5 Q. At any point in time?

6 A. There may have been something in one of the
7 decisions in this case that I read, but based upon my work
8 and the work that I was doing to train -- I'm
9 sorry -- housing providers, I would have said they did it for
10 a hundred percent of the time. A hundred percent of the
11 housing providers in Connecticut.

12 Q. But that's just based on your speculation,
13 correct?

14 A. No. That's based upon what people told me, because
15 every time I asked who are you using to screen, to do
16 criminal records screening, it came back to CoreLogic. I
17 never heard of anybody else being -- doing it.

18 Q. And you're saying this without looking at any
19 documents as to how many properties or complexes CoreLogic
20 was used in Connecticut, correct?

21 A. I'm doing it based upon my memory of what I was
22 told by the people that I was training.

23 Q. And do you agree that the testing damages that the
24 Center is seeking in this case are not specific to testing
25 related to CoreLogic?

1 A. Yes.

2 Q. And of the \$82,000 in claimed diversion damages, do
3 you know how much was for education and outreach?

4 A. Not without looking at the diversion log.

5 Q. Do you agree that the plaintiffs did not submit any
6 proposed Findings of Fact with respect to the value of the
7 Center's time spent on education and outreach?

8 A. I don't know.

9 Q. You would have referred to the Findings of Fact
10 themselves?

11 A. Yes.

12 Q. Are you aware of any exhibits that the Center
13 submitted to document the time spent on education and
14 outreach as part of its claimed diversion damages?

15 A. As I said, the only exhibits I saw were the ones
16 that were admitted into evidence today.

17 Q. Could you agree that the education and outreach
18 that you testified about as part of the diversion damages was
19 not specific to CoreLogic?

20 A. Some of it was specific to CoreLogic.

21 THE COURT: Would you answer the question that was
22 asked. You do agree some of it was not?

23 THE WITNESS: Some of it was not, yes.

24 THE COURT: Do you know how much?

25 THE WITNESS: Not without looking at the diversion

1 THE COURT: I got it. I got it. Let's move on.

2 MR. DUNN: I'm going to mark -- I'm marking an
3 exhibit. This will be Plaintiff's 103.

4 MS. O'TOOLE: Your Honor, to the extent they're
5 marking for identification the diversion log, CoreLogic
6 objects even for the purpose of refreshing the witness'
7 recollection on the grounds that, among other things, it's
8 hearsay, it's prejudicial under 403. They would be trying to
9 accomplish through the back door that they didn't get through
10 two front doors, the first being the exhibits that they could
11 have submitted to this Court and the second being direct
12 examination during which none of the specific information
13 about the breakdown of the \$82,000 was elicited.

14 And further objection, it goes beyond the scope of
15 direct which was just limited to establishing that they
16 provided no exhibits about the breakdown of the money they're
17 seeking to claim as damages in diversion and, two, that there
18 were no Findings of Fact.

19 THE COURT: When is the first time the defense saw
20 the diversion log?

21 MR. DUNN: Your Honor, the diversion log was
22 produced to defendants in discovery. They asked Ms. Kemple
23 questions about it in her deposition. They clearly were
24 using the diversion log to prepare questions for
25 cross-examination. The document was accidentally omitted

1 from the witness list prior to this trial. We tried to have
2 it added late, but the motion was denied and so we're not
3 able to use it as an exhibit. I'm now attempting to show the
4 information to Ms. Kemple to read it into the record, not
5 offered as an exhibit, but as past recollection recorded.
6 And I believe we've laid the adequate foundation for that.

7 MS. O'TOOLE: Your Honor, for one follow-up. The
8 diversion log was not among the exhibits that the plaintiffs
9 sought to have added to the exhibit list. And to do this
10 through redirect is beyond the balance of our local rules at
11 a minimum.

12 MR. DUNN: Your Honor, these were -- all of the
13 topics that I just asked Ms. Kemple about were directly taken
14 from the cross-examination questions that Ms. O'Toole
15 presented earlier.

16 THE COURT: I'm inclined to say it is inadmissible.
17 You are trying to get in through the back door something you
18 had more than ample opportunity to get in properly and
19 timely. And the defendants have relied upon my earlier
20 ruling. And while the defense did ask cross-examination
21 questions on subject matters raised on direct, the scope of
22 what you are trying to accomplish goes far beyond the scope
23 of the cross-examination. The most you could possibly say is
24 that it's the same subject matter.

25 I think I already ruled that the parties had ample

1 opportunity in this case to do discovery and to identify
2 their exhibits. This case should have been tried during the
3 pandemic and it was only tried because the parties refused to
4 be flexible. And so you had well over a year. And I'm not
5 going to effectively vacate my order by allowing you to admit
6 this exhibit.

7 MR. DUNN: Just to clarify, Your Honor, under the
8 rule for past recollection recorded, the document may not be
9 admitted unless the adverse party were to request admission.
10 We would only be asking the witness to read the relevant
11 contents into the record.

12 THE COURT: And what is the difference between her
13 reading the contents of a report in the record and accepting
14 the report as an exhibit? What is the difference? And is
15 that what court time is supposed to be for, for witnesses to
16 sit and read documents into the record? No. Witnesses are
17 supposed to testify from their own personal knowledge.

18 You had the ability to have this document admitted.
19 You had copious time to do it. Connecticut Fair Housing and
20 the Arroyos have four attorneys.

21 MR. DUNN: Okay. Then I have no further questions.

22 THE COURT: Recross?

23 MS. O'TOOLE: No, thank you, Your Honor.

24 THE COURT: Thank you.

25 Ms. Kemple, you're excused. Thank you.

1 THE WITNESS: Thank you.

2 THE COURT: Are you okay? Are you all right?

3 THE WITNESS: Yes, I am. Thank you.

4 MS. O'TOOLE: Your Honor, with the Court's
5 permission and with the plaintiff's consent, the defendant
6 would call its first witness, Angela Barnard.

7 Angela Barnard, a witness called by the defense,
8 having been duly sworn by the Clerk, was examined and
9 testified on her oath as follows:

10 THE CLERK: Please state your name and spell your
11 last name.

12 THE WITNESS: Angela Barnard, B A R N A R D.

13 THE CLERK: Please state the city and state in which
14 you reside.

15 THE WITNESS: Lakeside, California.

16 THE CLERK: Thank you.

17 THE COURT: Thank you. You may be seated.

18 And would you please speak your answers directly
19 into the microphone in front of you. The arm is flexible.
20 Be careful not to bump into it, especially as you stand up
21 and leave the witness stand.

22 Please proceed.

23 DIRECT EXAMINATION.

24 BY MS. HANSON:

25 Q. Good afternoon, Ms. Barnard. Who is your current

1 employer?

2 A. Good afternoon. CoreLogic.

3 Q. And how long have you been employed by CoreLogic?

4 A. 29 years.

5 Q. And what is your current position with the
6 company?

7 A. Senior Leader of Operations.

8 Q. And could you generally describe what your duties
9 and responsibilities are in your current position?

10 A. Sure. I manage a Consumer Operations Team for
11 CoreLogic. So consumers that have had consumer reports
12 accessed by our company will contact us for questions. I
13 have a team of call center agents and the back office
14 employees who help those consumers get copies of their
15 reports or disputes.

16 Q. Okay. And as part of your duties and
17 responsibilities, do you review the notes on interactions
18 that your team has with consumers?

19 A. Yes, I do.

20 Q. And did you hold this same position in 2016?

21 A. Yes, I did.

22 Q. Now, approximately, how big was your team in
23 2016?

24 A. Approximately, 70 people.

25 Q. And did also 70 of those people report to you

1 A. Yes, they would have.

2 Q. Could I have Exhibit AF, please.

3 THE COURT: A as in apple, F as in Frank?

4 MS. HANSON: Yes, Your Honor. And by stipulation,
5 there's no objection to the admissibility of this document.

6 THE COURT: It's a full exhibit.

7 MS. HANSON: Thank you.

8 Q. Ms. Barnard, on the screen you have in front of you
9 Exhibit AF. Can you tell me what AF is?

10 A. These are our consumer authentication procedures
11 for CoreLogic.

12 Q. And describe for me what you mean by authentication
13 procedures.

14 A. Before we would provide a disclosure to a consumer,
15 we would want to authenticate that consumer. Make sure they
16 are who they say they are. Trying to prevent I.D. theft,
17 fraudulent activity happening with information that we
18 potentially disclose to somebody incorrectly.

19 Q. Okay. And why did you authenticate a consumer
20 before providing a consumer disclosure?

21 A. Again, we want to make sure they are who they say
22 they are and they're the only ones entitled to receive that
23 information. We want to protect them against identity theft
24 or information getting into the wrong hands.

25 Q. And was Exhibit A as the authentication procedures

1 to?

2 A. Yes. So this is part of our authentication process
3 when somebody other than the consumer attempts to get a
4 consumer disclosure or file a dispute on another consumer's
5 behalf. We want to make sure that that third party has the
6 proper authorization from the consumer and is acting in good
7 faith and has some kind of agreement to be acting on the
8 consumer's behalf. So, again, we don't want I.D. theft
9 happening. We want to make sure that it gets to the proper
10 party.

11 Q. Okay. And is that the reason why you have the
12 policy?

13 A. It is, yes.

14 Q. Now, did -- you can leave that on.

15 Did CoreLogic allow a third party to request a
16 consumer disclosure on another consumer via phone?

17 A. We did not.

18 Q. And why not?

19 A. We needed proof of authentication documents. So we
20 need to verify what the individual third party is in relation
21 to the consumer, and we can't do that over the phone because
22 we don't know who we're speaking to.

23 Q. Okay. And in your experience, how often did
24 CoreLogic receive requests for consumer disclosures from a
25 third party?

1 A. Very rarely.

2 Q. Now, if we could bring back up Exhibit AF, page 16.
3 And could you essentially blow up the whole section, 2.3
4 down, including the box.

5 Great. Thank you.

6 So this was the Section 2.3 we were just looking at
7 a moment ago, correct?

8 A. Yes.

9 Q. Okay. Now, in the pink, I guess we'll call that
10 color, box on the bottom, there's a reference to a POA. Can
11 you tell me what that means?

12 A. Power of Attorney.

13 Q. So explain to me what this note is saying in this
14 policy?

15 A. This is a note for our consumer operations team to
16 escalate any situation essentially that they're unfamiliar
17 with or, if they're unable to determine if a Power of
18 Attorney is valid, reach out to a supervisor manager.
19 Escalate the situation.

20 Q. Okay. And in 2016, would CoreLogic representatives
21 have received training on requests made by a third party?

22 A. Yes.

23 Q. And what would that training have entailed?

24 A. The training would have entailed reviewing the SOP,
25 learning on the job. So a supervisor or leader meeting with

1 A. Yes, they are.

2 MS. HANSON: Your Honor, I'd move for the admission
3 of Exhibit N by stipulation.

4 THE COURT: By stipulation, N is full.

5 Q. Now, starting with Exhibit N, what is the first
6 contact that CoreLogic had regarding the Mikhail Arroyo
7 consumer file?

8 A. We received a phone call on April 27, 2016. One of
9 our consumer operations employees answered the phone and
10 spoke to an individual indicating that they were Mikhail's
11 mother and that she has conservatorship, wants to speak to
12 someone and obtain a copy of his consumer disclosure. The
13 person was advised of what our process is and the person
14 indicated additional notes that the individual we spoke to
15 said that they would fax in the information.

16 Q. And then if we -- I'm sorry. What was the date of
17 that communication?

18 A. April 27, 2016.

19 Q. Okay. And if we move to the bottom screen, what
20 did CoreLogic do in response to this phone call?

21 A. We mailed out a consumer disclosure request packet
22 on April 29th.

23 Q. And you said you mailed out a consumer
24 disclosure?

25 A. Request packet. Sometimes known as a manual

1 authentication form.

2 Q. Fine. And tell me generally what that form was.

3 A. It's a form, a blank form that we would send out
4 for a person to fill out all of their information, her name,
5 address, Social Security number, where they applied. Giving
6 us enough information so that we could provide the consumer
7 disclosure and had the right request and could send it out.

8 Q. Great. Could I see O, please.

9 Now, Ms. Barnard on the screen, you see a document
10 that's been marked as Exhibit O. Do you recognize this
11 document?

12 A. Yes, I do.

13 Q. And can you tell me what it is?

14 A. It's Consumer Disclosure Request Form.

15 MS. HANSON: Okay. Your Honor, I move for the
16 admission of Exhibit O by stipulation.

17 THE COURT: Exhibit O is a full exhibit.

18 Q. So Exhibit O, this one has been filled out,
19 correct?

20 A. Yes, it has.

21 Q. But this document in blank, would this have been
22 what was sent to Mrs. Arroyo on or about the end of April
23 2016?

24 A. Yes, it was.

25 Q. Now, if we can scroll to page 2, please. Towards

1 the bottom.

2 When did CoreLogic receive this form?

3 A. On June 27, 2016.

4 Q. And this form has been completed, correct?

5 A. It has been filled out, yes.

6 Q. And it was filled out by Mrs. Arroyo as we
7 understand it, correct?

8 A. Yes.

9 Q. Now, when CoreLogic received this consumer
10 disclosure request form at the end of June 2016, did it send
11 Mr. Arroyo's consumer disclosure to Mrs. Arroyo?

12 A. No, we did not.

13 Q. And why not?

14 A. The form is incomplete.

15 Q. And I'd like to walk through what was incomplete
16 about the form. So if we take a look at page 1, what was
17 incomplete?

18 A. The social security number for Mikhail is missing
19 from the form.

20 Q. And why is the social security number important?

21 A. The social security number is a unique identifier
22 that allows us to make sure we're getting the information for
23 Mikhail and not somebody with a similar name.

24 Q. Okay. What is the current address that was
25 indicated on the bottom of page 1?

1 couldn't accept the packet as we received it.

2 Q. Okay. Let me just ask you a couple of questions
3 about that. This note says: Per Jessica and Mike, we cannot
4 accept conservatorship court paper.

5 Who is Jessica?

6 A. Jessica Fond (ph) was the supervisor of the
7 Consumer Operations Team.

8 Q. And who is Mike?

9 A. Mike Scully was the manager of the (unintelligible)
10 of the Consumer Operations Team.

11 Q. In looking at this screen, can you tell who the
12 person at CoreLogic was who processed this form?

13 A. Who entered the note? Yes, I can.

14 Q. Who is that?

15 A. Seng-Cha.

16 Q. Seng-Cha. So did Mr. Cha -- was it proper for him
17 to got to Jessica and Mike with this form?

18 A. Yes, it was.

19 Q. Okay. And I'm sorry, what was Jessica and Mike's
20 conclusion?

21 A. That the conservatorship paperwork could not be
22 accepted as we received it.

23 Q. Okay. Now, to your knowledge, prior to receiving
24 this conservatorship document from Ms. Arroyo, had CoreLogic
25 ever previously received a conservatorship form?

1 A. Not to my knowledge, no.

2 Q. And was the conclusion not to send the disclosure
3 to Mrs. Arroyo correct from CoreLogic's policies?

4 A. Yes, it was.

5 Q. Now, you mentioned in your testimony something
6 about a call back letter. Would you describe what that is?

7 A. A call back letter is a form letter that we would
8 send in situations where we could not proceed with the
9 request and we didn't have a specific letter to send a
10 consumer or a third party that outlined specific information
11 we needed. It was more generalized. Asking them to call in
12 so that we could process their request, ask them questions,
13 have a discussion over the phone to lead to a conclusion.

14 Q. And if we could look at the top screen on page 2.
15 Did CoreLogic send a call back letter?

16 A. Yes, we did.

17 Q. And approximately when did it send the call back
18 letter?

19 A. June 30th, 2016.

20 Q. And do you know what happened with that call back
21 letter?

22 A. Yes, I do.

23 Q. And what happened with it?

24 A. It was returned from the U.S. Postal Service as
25 undelivered.

C E R T I F I C A T E

I, Martha C. Marshall, RMR, CRR, hereby certify that the foregoing pages are a complete and accurate transcription to the best of my ability of the electronic recording of the hearing held in the matter of CONNECTICUT FAIR HOUSING CENTER, et al vs. CORELOGIC RENTAL PROPERTY SOLUTIONS, which was held before the Honorable Vanessa L. Bryant, U.S.D.J., at 450 Main Street, Hartford, Connecticut, on October 28, 2022.

/s/Martha C. Marshall
Martha C. Marshall, RMR, CRR
Transcriber

1 UNITED STATES DISTRICT COURT

2 DISTRICT OF CONNECTICUT

3 CONNECTICUT FAIR HOUSING)
 4 CENTER, et al)
 Plaintiff,) NO: 3:18CV705 (VLB)
 5)
 6 vs.) November 2, 2022
)
 7 CORELOGIC RENTAL PROPERTY)
 SOLUTIONS, LLC,)
 Defendant.) VOLUME VI

8
 9 450 Main Street
 Hartford, Connecticut

10 B E N C H T R I A L

11 B E F O R E:

12 THE HONORABLE VANESSA L. BRYANT, U.S.D.J.

13 A P P E A R A N C E S:

14 For the Plaintiff : SALMUN KAZEROUNIAN
 Connecticut Fair Housing Center
 15 60 Popieluszko Court
 Hartford, CT 06101

16 CHRISTINE E. WEBBER
 17 Cohen, Milstein, Sellers & Toll
 1100 New York Avenue, N.W.
 18 Suite 500
 Washington, DC 20005

19 ERIC GREGORY DUNN
 20 National Housing Law Project
 919 E. Main Street, Suite 610
 21 Richmond, VA 23219

22
 23
 24 Transcriber: Martha C. Marshall, RMR, CRR

25 Proceedings recorded by electronic sound recording,
 transcript produced by transcription service.

1 THE COURT: Good morning. Are we ready to proceed?

2 MS. WEBBER: Yes, your Honor.

3 THE COURT: All right. Let's do it.

4 MS. WEBBER: Your Honor, plaintiffs call Evelyn
5 Solla.

6 THE COURT: Ms. Solla, please raise your right hand
7 to be sworn in. Speak your answers into the microphone. The
8 microphone has a flexible arm. So be sure to move it so that
9 you can get in and out of the seat without hitting it.

10 E V E L Y N S O L L A, a witness called by
11 the plaintiffs, having been sworn by the Clerk, was examined
12 and testified on her oath as follows:

13 THE CLERK: Please state your name and spell your
14 last name.

15 THE WITNESS: My name is Evelyn Solla. And the last
16 name is S O L L A.

17 THE CLERK: Please state the city and state in which
18 you reside.

19 THE WITNESS: Willimantic, Connecticut.

20 THE CLERK: Thank you.

21 THE COURT: And just adjust that microphone so that
22 you're speaking into it where you can hear your voice
23 amplified.

24 THE WITNESS: Okay.

25 THE COURT: Very good. You may begin.

1 DIRECT EXAMINATION

2 BY MR. KAZEROUNIAN:

3 Q. Good morning.

4 A. Good morning.

5 Q. What is your relationship to Carmen Arroyo?

6 A. She is my daughter.

7 Q. And your relationship to Mikhail Arroyo?

8 A. He's my grandson.

9 Q. Where do you live?

10 A. Willimantic, Connecticut.

11 Q. And how far do you live from where Carmen and
12 Mikhail live now?

13 A. About 10, 15 minutes away.

14 Q. Have you lived that close to them since around
15 2015?

16 A. Yes.

17 Q. What is your relationship with Carmen like?

18 A. We're very close. We do a lot of family outings
19 together. You know, I try to be there as much as I can to
20 support her in situations that arise. We're very, very
21 connected.

22 Q. How often do you see each other?

23 A. We see each other about a week -- once a week or
24 once every weekend. A couple of times during the week.

25 Q. Has that varied much since 2015?

1 A. It has. 2015, we had a lot more connection because
2 of the accident that happened with Mikhail.

3 Q. So were there times when you saw each other more
4 than two times a week?

5 A. Yes, there was.

6 Q. What was Mikhail like before the accident?

7 A. He is a very outgoing individual. He loves sports.
8 He really truly enjoyed skateboarding. And he enjoyed making
9 people laugh and being around family.

10 Q. Do you recall when Mikhail had his accident?

11 A. Yes. That was July of 2015.

12 Q. And what condition was he in at first after the
13 accident?

14 A. He was in extremely bad condition. Pretty
15 devastating. He was in a coma and we didn't know what was
16 going to happen. We had no information from the doctors yet
17 and so it was pretty devastating. Very shocking.

18 Q. When he was in a coma, what was the expectation of
19 the medical providers? What did they think was going to
20 happen?

21 A. They said they had done everything possible for
22 him. That now it was just waiting to see what will happen.
23 Kind of gave us the feeling that he may not make it. And if
24 he does, he will be a vegetable for the rest of his life.

25 Q. What do you mean by that? In what ways would he

1 have been limited?

2 A. He would not be functional. He would not be able
3 to walk or think or speak.

4 Q. And what did you think that Mikhail might
5 eventually be able to do if his rehabilitation goes well?

6 A. I had hopes that he was going to succeed, that he
7 was going to recover, because he's a very determined
8 individual from what I know of my grandson. So I had high
9 hopes that he would.

10 Q. Can you describe Carmen's personality and demeanor
11 before the accident?

12 A. She -- Carmen loves life. She's a very positive
13 and strong individual. She enjoys doing outings with family,
14 being around family. She really enjoys life for the moment,
15 you know, as it comes. She's very positive.

16 Q. And how did the accident impact her?

17 A. As I recall, she was extremely devastated. She
18 was -- she wasn't sure if her son was going to die or if he
19 was going to live. That was pretty hard to take all at
20 once.

21 Q. What did you see in her that made you think that
22 she was devastated?

23 A. Her nervousness, her anxiety level that kicked in.
24 She was very confused. Wanting answers and couldn't get any
25 answers from the doctors. And very scared. Almost

1 panicking, wanting to know what was going on, and felt very
2 helpless.

3 Q. How often did you see Carmen after the accident?

4 A. I often met with her trying to be there to support
5 her as much as I could during this trying period. Would meet
6 with her twice a week, maybe more, and just try to be there
7 to offer her hope and, you know, words of encouragement to
8 keep her hope high.

9 Q. Do you remember when Mikhail woke up from the
10 coma?

11 A. It was a gradual -- it was gradual the way it
12 happened. A few months went by, maybe four months went by,
13 and he was beginning to -- we began seeing signs of him
14 coming out of that coma to the point where he was opening one
15 eye, his left eye.

16 And then as time went by, I would say like maybe six
17 or seven months, he went into surgery because they had to
18 remove a part of his scalp in order to allow the brain to --
19 because it was swelling -- in order for the brain to have
20 room to swell. So then in December, around December, he went
21 into surgery. They replaced the skull and both his eyes were
22 open and he was like there. I mean, he was out of that coma.
23 It was miraculous for me.

24 Q. Was Carmen there as well?

25 A. Oh, yes. We were both there.

1 Q. And what was Carmen's reaction when Mikhail came
2 out of the coma?

3 A. We both looked at each other like we were in awe,
4 how can they be so. How can something like this happen. We
5 were ecstatic. We were happy that he finally broke
6 through.

7 Q. So after Mikhail woke up from that coma, how would
8 you describe Carmen's demeanor?

9 A. She was extremely hopeful that there was going to
10 be a future for Mikhail. And she was extremely happy,
11 jumping for joy. We were both jumping for joy that he has
12 finally gotten out of that coma.

13 Q. After Mikhail woke up from the coma, was he
14 transferred to a nursing home?

15 A. Yes, he was, to finish some recovery. He wasn't
16 ready to be sent home yet. There was a lot more work that
17 needed to be done.

18 Q. And what was Carmen's plan for caring for him after
19 he was ready to be discharged from that nursing home?

20 A. The plans were to bring him home and be able to
21 provide all the necessary services that he would be able to
22 benefit from and be able to have more interaction with the
23 family. And she felt that it would be a speedy recovery for
24 him.

25 Q. Why did she want him to recover at home rather than

1 at the nursing home?

2 MS. O'TOOLE: Objection. Calls for hearsay.

3 MR. KAZEROUNIAN: Your Honor, I'm asking for the
4 witness' impression.

5 THE COURT: How would she know? You're calling for
6 speculation. She can't read her mind.

7 MR. KAZEROUNIAN: Okay. I'll rephrase the
8 question.

9 Q. Were there reasons that you thought Mikhail's
10 recovery would be better at home than -- first of all, whose
11 home are we talking about? When you said in your previous
12 answer that Carmen's plan was to bring him home, whose home
13 was that?

14 A. It was going to be Carmen and Mikhail's
15 apartment.

16 Q. Now, why was it important for him to recover at
17 home?

18 A. We all felt that it was going to be a better
19 environment for him. Being surrounded by family was going to
20 encourage him, give him, you know, the comfort of being able
21 to do the things that he needed to do. He was always happy
22 to be around family.

23 Q. Were there services that he would be able to
24 receive at home to aid in his recovery that he would not be
25 able to receive at the nursing home?

1 A. Yes, there was. There was services that were being
2 provided at home, which was like therapy and speech therapy,
3 and being able to care for him properly hygiene wise. And he
4 had a lot of family around him as well that were motivating
5 and encouraging him that he would do well, that he will
6 recover from this.

7 Q. What was your impression of how important this was
8 to Carmen?

9 A. This was really important for her to the point
10 where she even went and took a class in sign language and was
11 teaching him in order to be able to understand him better and
12 know what needs he needed, you know, at the time. And it was
13 really, really important for her for this interaction to take
14 place in a home environment.

15 Q. How well was Carmen able to interact -- to
16 communicate with Mikhail at that time?

17 A. She was communicating very well because of the sign
18 language that she took in order to be able to communicate
19 with him and know what his needs were.

20 Q. Were family members other than Carmen able to see
21 Mikhail when he was in the nursing home?

22 A. Yes, we went to visit. It wasn't as often, but we
23 made it possible to go visit every week.

24 THE COURT: Not as often as what?

25 THE WITNESS: Not as often as the possibility of

1 being home and being able to visit more frequently.

2 THE COURT: Why would that be?

3 THE WITNESS: Excuse me?

4 THE COURT: Why would that be?

5 THE WITNESS: Why? Because it was just like five
6 minute walk versus a 30, 40 minute drive to Hartford.

7 THE COURT: So he was in a nursing home in Hartford?

8 THE WITNESS: Yes.

9 THE COURT: Thank you.

10 THE WITNESS: You're welcome.

11 Q. Was that Hartford or East Hartford?

12 A. East Hartford.

13 Q. How long was the drive from Willimantic to East
14 Hartford?

15 A. About 30, 40 minutes.

16 Q. Was there an expectation that family -- while he
17 was in the nursing home, was there an expectation that family
18 would be around when he returned home?

19 A. Yes. We definitely did expect to be around him
20 much more. It was a lot easier him being home and us being
21 able to communicate with him and connect with him versus
22 taking time off from work and driving 30, 40 minutes to go
23 visit.

24 Q. What was your impression of how -- the extent to
25 which Carmen prioritized having family around for Mikhail?

1 THE COURT: I didn't understand the question.

2 THE WITNESS: Yeah, I was going to ask you can you
3 say that again.

4 Q. What was your impression of how important it was to
5 Carmen to have Mikhail -- to have family around for
6 Mikhail?

7 A. She felt it was very important for his recovery.
8 That it would be a better environment since he always enjoyed
9 being around family, and that he would be able to really push
10 himself to want to be better, to get better.

11 Q. Do you recall how long Mikhail stayed in the
12 nursing home?

13 A. He was there for over about a year and a half.

14 Q. Why was he there so long?

15 A. Carmen had made arrangements for him to be added to
16 the lease and, due to a credit report that they had to do,
17 somehow he was denied the possibility of being put on the
18 lease to come home. And we weren't sure what the issue was
19 at the time.

20 Q. How did that impact Carmen emotionally?

21 A. Emotionally she became extremely angry, because she
22 was hoping that she would get some answers, and months were
23 going by and there was no information being disclosed as to
24 why he wasn't approved. So she, as time was going by, became
25 rather angry and very -- somewhat depressed and very anxious

1 to the point where I started being very concerned for her
2 health.

3 Q. What specific changes did you see in her at that
4 time that made you think she was angry and depressed?

5 A. Well, I saw that she was losing a lot of weight.
6 She was extremely anxious, very nervous, pacing back and
7 forth trying to figure out what's going on. Not having
8 another opportunity like a plan B for him, trying to figure
9 out what would be the next step. It was very confusing. She
10 had dark circles under her eyes and she was -- she was not
11 sleeping very well and she wasn't eating very well.

12 Q. A moment ago you described Carmen's hopefulness
13 after Mikhail woke up from the coma. Did that change after
14 she found out she was not going to be able to bring Mikhail
15 home?

16 A. Yes. This was a big change. When Mikhail got out
17 of the coma she was extremely happy and hopeful. After
18 getting the news that he wasn't going to be able to come home
19 from the nursing home she was in -- it's like her whole
20 demeanor changed and she was going to lose hope. Like there
21 was no plan B. What can she do to make sure that he would be
22 able to be approved on the housing lease.

23 Q. During that time, did she continue to enjoy the
24 same hobbies as before?

25 A. No. She spent most of her time doing research,

C E R T I F I C A T E

I, Martha C. Marshall, RMR, CRR, hereby certify that the foregoing pages are a complete and accurate transcription to the best of my ability of the electronic recording of the hearing held in the matter of CONNECTICUT FAIR HOUSING CENTER, et al vs. CORELOGIC RENTAL PROPERTY SOLUTIONS, which was held before the Honorable Vanessa L. Bryant, U.S.D.J., at 450 Main Street, Hartford, Connecticut, on November 2, 2022.

/s/Martha C. Marshall
Martha C. Marshall, RMR, CRR
Transcriber

UNITED STATES DISTRICT COURT

DISTRICT OF CONNECTICUT

-----x
:
CONNECTICUT FAIR HOUSING :
CENTER, ET AL., :
Plaintiff, :
:
vs. : Case #3:18-CV-00705-VLB
:
CORELOGIC RENTAL PROPERTY :
SOLUTIONS, LLC, : November 3, 2022
Defendants.:
:
-----x
United States Courthouse
450 Main Street
Hartford, CT. 06103

BENCH TRIAL - Day VII

(Transcription from Electronic Recording)

Held Before:

THE HON. VANESSA L. BRYANT
Senior United States District Judge

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JA-748

1 (Proceedings commenced at 8:28 a.m.)

2

3 THE COURTROOM DEPUTY: All rise. The Honorable
4 United State District Court. Oh yea, oh yea, oh yea, in
5 the matter of Connecticut Fair Housing Center and all
6 others verses CoreLogic Rental Property Solutions, LLC,
7 case number 3:18-cv-705-VLB. The Honorable United States
8 District Court for the District of Connecticut is now
9 open.

10 All persons having cause or action pending or
11 who have been bound or summoned to appear herein will take
12 due notice hereof and you pay attention according to law.

13 THE COURT: Good morning.

14 VOICES: Good morning, your Honor.

15 THE COURT: All right. Let's proceed.

16 MR. ST. GEORGE: Your Honor, pursuant to our
17 conversation yesterday, we are going to stop with the
18 qualifications of Dr. Huber. We're actually going to with
19 Plaintiff's counsel's consent, call our other witness
20 who's here for today, Mr. Kayani and Dr. Huber will resume
21 later in the day.

22 THE COURT: Excellent.

23 MR. ST. GEORGE: Your Honor, the defense calls
24 Naeem Kayani.

25 COURTROOM DEPUTY: (Oath administered).

1 THE WITNESS: Vision, yes.

2 BY MR. ST. GEORGE:

3 Q And Mr. Kayani, when did you first join
4 CoreLogic?

5 A It was January of 2017. So I was there for four
6 years.

7 Q And what was your position when you first joined
8 the company?

9 A It was executive, product management. I was
10 responsible being the head of product.

11 Q And what were your job duties and
12 responsibilities as the head of product?

13 A I was responsible to maintain the product for
14 CoreLogic Rental Property Solution, which included any
15 enhancement, maintenance, and changes as well as any needs
16 that around the technology.

17 Q Okay. And at some point, did you get promoted?

18 A Yes.

19 Q And when did you get promoted?

20 A In 2019.

21 Q And what was your title after you were promoted?

22 A It was executive Rental Property Solutions, so I
23 was the general manager and in charge of the entire
24 division.

25 Q And what were your job duties and

1 A Yes.

2 Q And are you familiar with how that product is
3 configured and how it operates?

4 A Yes, I am.

5 Q Okay. I want to ask you about a number of
6 different issues today, but I want to start off by
7 understanding what services CoreLogic either did or did
8 not perform for its customers.

9 Does CoreLogic have any role in drafting any
10 tenant selection plans for properties?

11 A No.

12 Q Did CoreLogic select any CrimSAFE settings for
13 its customers?

14 A No.

15 Q Did CoreLogic tell its customers what specific
16 CrimSAFE settings to use?

17 A No.

18 Q Did CoreLogic have any authority to change any
19 CrimSAFE settings selected by its customers?

20 A No.

21 Q Could CoreLogic require a housing provider to
22 admit an applicant?

23 A No.

24 Q Could CoreLogic require a housing provider to
25 deny an applicant?

1 A No.

2 Q Did CoreLogic require that a property overturn
3 any decision that it made on an application?

4 A No.

5 Q Did CoreLogic generally even know whether an
6 applicant had moved into a property?

7 A No. No.

8 Q I want to understand the geographic scope of
9 CoreLogic's operations including in the State of
10 Connecticut. Did CoreLogic server customers on a
11 nationwide basis?

12 A Yes.

13 Q And did that include the State of Connecticut?

14 A Yes, it did.

15 Q Mr. Kayani, I want to show you what's been
16 marked as Exhibit Z.

17 MR. WINGFIELD: Your Honor, Exhibit Z is a
18 document that is a full exhibit by stipulation.

19 THE COURT: Yes.

20 MR. ST. GEORGE: Move for its admission.

21 THE COURT: Admitted by consent, Exhibit Z?

22 MR. ST. GEORGE: Z as in zebra, yes, ma'am.

23 THE COURT: Accepted.

24 BY MR. ST. GEORGE:

25 Q Mr. Kayani, do you have Exhibit Z in front of

1 the customer by CoreLogic?

2 A In that case, if CrimSAFE is not used, all the
3 record available in that database would be reported on
4 the, the screening report.

5 Q And at the time that you were employed by
6 CoreLogic, do you recall approximately how many records
7 were in CoreLogic's criminal record database?

8 A There were over half a billion.

9 Q And do you recall how many different unique
10 offense descriptions were present across those 500 million
11 or so records?

12 A Around 10 million.

13 Q And do you recall from approximately how many
14 different jurisdictions those 580 million criminal records
15 were acquired?

16 A About 800 jurisdictions.

17 Q So absent CrimSAFE, would a housing provider in
18 determining whether or not a record was relevant to its
19 criminal selection policies have to determine the nature
20 of the offense based on the record that was presented?

21 A That is correct.

22 Q And would it have to determine whether the
23 record was a felony or non-felony?

24 A That is correct.

25 Q And would it have to determine whether it

1 will housing providers that use CrimSAFE generally have
2 fewer criminal records returned to them than customers
3 that do not use CrimSAFE?

4 MS. WEBBER: Objection, foundation.

5 THE COURT: Excuse me. How does he know?

6 MR. ST. GEORGE: Well, wait. He'll talk about
7 specific statistics that he's researched as well.

8 THE COURT: Well, let's get the statistics. I
9 don't see that he has any knowledge of what housing
10 providers that don't use his former employer's product
11 would yield.

12 MR. ST. GEORGE: Okay.

13 BY MR. ST. GEORGE:

14 Q Mr. Kayani, while you were employed at
15 CoreLogic, did you research the percentage of Connecticut
16 applicants that were screened by CoreLogic from 2016 to
17 2019 that had any sort of identified criminal history?

18 A Yes, I did.

19 Q Well, what was that percentage?

20 A 14 percent.

21 Q And for that same pool of applicants, did you
22 research what percentage had records found due to CrimSAFE
23 product?

24 A Yes.

25 Q And what was that percentage?

1 A 6 percent.

2 THE COURT: I'm sorry. That -- what -- you need
3 to explain the methods. What -- I mean, these numbers are
4 nice, but --

5 MR. ST. GEORGE: Okay. Mr. Kayani --

6 THE COURT: -- are they credible?

7 MR. ST. GEORGE: Sure.

8 BY MR. ST. GEORGE:

9 Q So Mr. Kayani, based on your research, did you
10 investigate the percentage of criminal records -- excuse
11 me. Percentage of applicants to Connecticut properties
12 from 2016 to 2019 who CoreLogic would have identified a
13 criminal record for that applicant?

14 A Yes.

15 Q And what was that percentage?

16 THE COURT: But wait a minute. Where did -- how
17 did he -- what applicants? Where did he get information
18 about the number of applicants for housing that did not
19 apply for housing through the customers of CoreLogic?

20 BY MR. ST. GEORGE:

21 Q Mr. Kayani, were you reviewing records of
22 applicants who had been screened by CoreLogic in
23 Connecticut?

24 THE COURT: This is only the CoreLogic
25 customers?

1 MR. ST. GEORGE: Yea, ma'am. Yes, ma'am.

2 THE COURT: Okay. All righty.

3 BY MR. ST. GEORGE:

4 Q So did you review information regarding
5 applicants who are screened by CoreLogic in Connecticut
6 from 2016 to 2019?

7 A Yes.

8 Q And for those applicants, did you research what
9 percentage would -- had a criminal history identified by
10 CoreLogic?

11 A From the applications that were submitted, 14
12 percent of those that were submitted for screening had
13 record identified.

14 Q And for that same pool of applicants, did you
15 research CoreLogic's systems to determine what percentage
16 of those applicant actually had a criminal record
17 identified through the CrimSAFE product?

18 A Yes.

19 Q And what was that percentage?

20 A So that was 6 percent, which means that criminal
21 -- the CrimSAFE product is a filtering tool. So based on
22 the categories that are selected by the properties, if
23 they selected a category that we do not want to view the
24 record for this category, CrimSAFE will not present that
25 record. So the difference really in the -- if there was

1 no CrimSAFE, all the records will be presented. But with
2 the CrimSAFE, because it's a filter, the properties have
3 selected the filter, so those records were not presented.

4 Q Okay. Thank you. So I want to talk about the
5 operation of the CrimSAFE product. So assume that we've
6 moved past the set-up stage. Let's assume that a customer
7 has elected to use CrimSAFE and CrimSAFE does not locate
8 any criminal records based on their criteria. What
9 default language is displayed by CrimSAFE to the customer
10 in that scenario?

11 A Accept.

12 Q And let's assume the opposite scenario, where
13 CoreLogic does identify a criminal record through
14 CrimSAFE. What default language does CoreLogic display to
15 a housing provider if a record is located in that
16 circumstance?

17 A Record found.

18 Q And was that word choice of record found
19 maintained during your entire tenure at CoreLogic?

20 A Yes.

21 Q And was that something that was a deliberate
22 decision on your part and an issue that you addressed as
23 the general manager?

24 A Yes.

25 Q And did you have conversations with your team

1 Q Okay. And is there a time when this report was
2 made available to the ArtSpace Windham property?

3 A Yes.

4 Q And what is that time and date?

5 A It's under the performed on Tuesday, April the
6 26 of 2016 at 10:33 Eastern.

7 Q Okay.

8 MR. ST. GEORGE: And if I can scroll down a
9 little bit, I want to look at the lease decision section
10 of this report. Okay.

11 BY MR. ST. GEORGE:

12 Q There are -- seem to be two categories here.
13 One is called Score Decision and on is called Crim
14 Decision. I want to ask you about the Score Decision. Do
15 you know what that portion of the report means and what it
16 reflects?

17 A Yes.

18 Q And what is it?

19 A This is the -- based on the credit score, the --
20 and the settings of the property and if they should accept
21 or reject a candidate.

22 Q And what is the score decision reflected here?

23 A Accepted condition.

24 Q And do you know the potential phrases that can
25 be used in connection with that score decision?

1 A Yes, I do.

2 Q And can you tell from this document what is
3 being presented in the Multi-State Criminal Search section
4 of this report?

5 A Yes. This has the details of the, the record
6 that has been identified.

7 Q Okay. And who is the record being identified
8 about?

9 A It's the applicant, same applicant, Mikhail
10 Arroyo.

11 Q Okay. And does this provide details, for
12 instance, about the jurisdiction where this criminal
13 record originated?

14 A Yes.

15 Q And does it provide whether or not there's a
16 disposition of the offense at the time of the report?

17 A Yes, it does.

18 Q And what does it say about the disposition?

19 A It says, "Case filed."

20 Q And what does that mean?

21 A The case is pending.

22 Q Does it provide a description of the offense?

23 A Yes.

24 Q And what is that description listed here?

25 A It shows retail theft.

1 Q But what was the date that the detail that is
2 reflected on this page of the document actually made
3 available to WinnResidential?

4 A That's the process date of the 4/26/2016.

5 Q Okay. Mr. Kayani, I want to turn back to
6 Exhibit 30 and look at one page that we did not discuss,
7 the very first page.

8 THE COURT: Before moving on, can a housing
9 provider choose not to receive the detailed report?

10 THE WITNESS: Detail report is always available
11 to them.

12 THE COURT: Well, it's always available to --
13 so, so a housing provider cannot choose to have no one in
14 their organization able to access the detailed record?
15 They have to choose at least one person?

16 THE WITNESS: Within the system, yes.

17 THE COURT: Okay. Thank you.

18 BY MR. ST. GEORGE:

19 Q Okay. Mr. Kayani, do you have Exhibit 30 back
20 in front of you?

21 A Yes, I do.

22 Q And the title of this document, do you see it as
23 Adverse Action Letter?

24 A Yes.

25 Q And what is this document?

1 A This is the -- when I -- if the -- this is the
2 letter template that is created within the CoreLogic
3 system. So if the housing provider chooses to deny an
4 applicant, they have the ability to print that and hand it
5 to the applicant.

6 Q And you mentioned, is this a template letter?

7 A That is correct.

8 Q Does CoreLogic in any way require that its
9 customers use any template that it presents?

10 A No, it does not. It's an added service to make
11 it easier and simpler for them.

12 Q Okay. And do you know whether this adverse
13 action letter was ever sent to the addressee, Mikhail
14 Arroyo?

15 A I would not know.

16 Q If it was ever sent to Mr. Arroyo, would it have
17 been sent by CoreLogic?

18 A No.

19 Q Now I want to show you just some language in
20 this template letter --

21 THE COURT: Let me ask a question, just a
22 question. Does the template letter go with the records
23 found notice?

24 THE WITNESS: The template is always available
25 there, regardless if it's record found or not. Basically

1 in 2016?

2 A Yes.

3 Q And are you aware of a written client
4 notification that was sent by CoreLogic to its customer
5 base about that memorandum?

6 A Yes.

7 Q Okay. Did you review CoreLogic's records of
8 that communication, including the recipients of that
9 communication?

10 A Yes.

11 MR. ST. GEORGE: And so I'd like to bring up and
12 show the witness Exhibit F, your Honor, which is already
13 in evidence.

14 THE COURT: Yes.

15 MR. ST. GEORGE: And we can make it just a
16 little bigger, please. And let's stay at the -- yeah,
17 keep the top up.

18 BY MR. ST. GEORGE:

19 Q Mr. Kayani, do you recognize this document?

20 A Yes, I do.

21 Q And what is it?

22 A This is a notification that was sent to customer
23 after the new HUD guideline.

24 Q Okay. And who sent this communication out on
25 behalf of CoreLogic?

1 A It came from Shannon Brown.

2 Q And who is Mr. Brown?

3 A He's the head of compliance at CoreLogic.

4 Q And when is this email dated?

5 A April 16, 2016.

6 Q And do you know the specific date that the HUD
7 guidance was issued?

8 A Yes, it reflected in the letter on April. 4,
9 2016.

10 Q Okay. So was this email sent just 11 days after
11 the HUD guidance was issued?

12 A Yes.

13 Q And did this client notification hyperlink the
14 guidance itself for CoreLogic's customers?

15 A Yes.

16 Q And I want to ask you about a couple of
17 sentences in the second paragraph of this, of this
18 document. We'll bring it up for you. Okay.

19 And the first sentence reads, "The registry
20 CrimSAFE tool can help with the categorization of criminal
21 records, but it is the responsibility of each customer to
22 set their own criteria for making tenancy decisions."

23 Do you see that?

24 A Yes.

25 Q And is that consistent with how you understood

1 the product to be offered to customers while you were at
2 CoreLogic?

3 A Yes.

4 Q And the next sentence says, "CoreLogic
5 recommends that our customers work with their legal
6 counsel to review their eligibility requirements and
7 related policies around the use of criminal background
8 data to ensure compliance with all federal and state
9 laws."

10 Do you see that?

11 A Yes.

12 Q And was that consistent with how CoreLogic would
13 direct its employees to respond to customer inquiries
14 about how to use CoreLogic's screening products?

15 A Yes, it is.

16 Q And was this notification sent out to every one
17 of CoreLogic's active customers at the time?

18 A Yes.

19 Q And did that include WinnResidential?

20 A Yes.

21 Q And have you reviewed CoreLogic's transmission
22 records to determine how many separate individuals at
23 WinnResidential received this specific client
24 notification?

25 A Yes, I did.

1 Q And how many individuals at WinnResidential
2 received this client notification?

3 A 262.

4 Q 262?

5 A Yes.

6 Q And during your time at CoreLogic, did you ever
7 personally form any belief that the HUD guidance applied
8 to CoreLogic as opposed to housing provider customers?

9 A No.

10 Q And during your time at CoreLogic, did you ever
11 hear anyone at CoreLogic express any belief that the 2016
12 guidance applied to CoreLogic?

13 MS. WEBBER: Objection. Calls for hearsay.

14 MR. ST. GEORGE: It's being offered for issues
15 of notice and not for the truth of whether it actually
16 applies to CoreLogic or not. These are notice-related
17 questions.

18 THE COURT: Yes. Objection overruled.

19 BY MR. ST. GEORGE:

20 Q So Mr. Kayani, let me ask you again. During
21 your time at CoreLogic, did you ever hear anyone ever
22 express the belief that the 2016 HUD guidance applied to
23 CoreLogic?

24 A No.

25 Q And during your time at CoreLogic, did you ever

1 this matter since you left CoreLogic in 2021?

2 A I have not.

3 Q Was CrimSAFE still in use when you left
4 CoreLogic in 2021?

5 A Yes.

6 Q You'd agree there are people in the CrimSAFE
7 database for whom there are non-conviction records, a
8 charge without a conviction, right?

9 A Yes.

10 Q And CrimSAFE permits identifying and rejecting
11 applicants based on non-conviction records alone, correct?

12 A It presents that information on the report, yes.

13 Q It will identify those as disqualifying records,
14 correct?

15 A Yes.

16 Q So as long as the charge in question is no more
17 than seven years old, CrimSAFE will permit landlords to
18 screen out tenants based on an arrest alone, correct?

19 A CrimSAFE doesn't interfere in their -- this --
20 in the leasing decisions. It presents the report. So to
21 your earlier question, yes, it would present the report.
22 But it is upon the housing authorities to follow all the
23 laws and make decisions.

24 Q And the reason I asked, CrimSAFE permits housing
25 providers to do that, correct? CrimSAFE permits housing

1 providers to go back seven years on arrests, correct?

2 A So CrimSAFE doesn't have any policies about
3 permission of who should be accepted or not. What it does
4 is provides the information, the record. So to answer
5 your question, yes, it will present the record. Then it
6 is determined on the property to use that information to
7 make their determination.

8 Q I understand.

9 A They're, they're expected to follow all the same
10 laws as we are.

11 Q Okay. But my question is directed to what
12 information CrimSAFE will share with its clients. Do you
13 understand?

14 A Yes.

15 Q Okay. CrimSAFE will share with its client
16 information about arrests so long as they're no more than
17 seven years old, correct?

18 A That is, that is correct.

19 Q But CrimSAFE chooses not to share information
20 about arrests that are more than seven years old, correct?

21 A That is correct.

22 Q Okay. And that's because it's a legal
23 requirement, correct?

24 A That is correct.

25 Q Okay. And you're aware that there are clients

1 correct?

2 MR. ST. GEORGE VOICE: Objection, vague.

3 A I'm not sure if I understand the question.

4 MS. WEBBER: I'm happy to rephrase.

5 BY MS. WEBBER:

6 Q You would agree that when you get -- when
7 CoreLogic receives data from courts or Departments of
8 Corrections, it has a process for determining for each
9 record, whether for CrimSAFE purposes, it will be assigned
10 to the category for felonies or non-felonies?

11 A Correct.

12 Q And CrimSAFE will do that whether or not the
13 record on its face says that it's a felony or misdemeanor,
14 correct?

15 A Yes. It will recognize if it -- you can
16 identify if it's a felony or misdemeanor. So the way
17 CrimSAFE filter works, if it's not able to recognize any
18 of those categorizations that are set up, then it does not
19 report the record. So there are instances where a record
20 exists, but CrimSAFE is not be able to properly categorize
21 it. So when it doesn't categorize, it doesn't meet the
22 filter criteria, so the record is then not presented.

23 Q But you are aware that when records are ingested
24 into the CrimSAFE system, there's a process for
25 identifying that, you know, this code section in this

1 state is a felony offense, correct?

2 A Yeah. My knowledge there is very limited to
3 what those rules are.

4 Q Okay.

5 A It's somebody in the enterprise data group will
6 know exactly how to categorize.

7 Q Okay. But you do agree that the CrimSAFE report
8 --

9 THE COURT: I don't understand. I understood
10 you to say that if the record on its face didn't say
11 whether it was a felony or a misdemeanor, CrimSAFE does
12 not report that offense. Is that true or?

13 THE WITNESS: Yes. So if the record -- so, your
14 Honor, there's maybe hundreds of rules around how it
15 applies each one of those reports. The knowledge I have
16 is the role of the CrimSAFE is take the record and see if
17 it can apply the filter to identify if this is a felony or
18 misdemeanor. If the rule meets the criteria the way the
19 rule is written and it can accurately identify it and
20 apply that, then that record is prepared that this record
21 can be presented.

22 If that injection process is not able to
23 identify -- cause what happened is court will change --
24 from time to time, the court will change the format or the
25 report may -- a new report comes in that is ingested, that

1 doesn't meet any of the rules that are created to apply,
2 when that happens, that record gets failed. It doesn't,
3 it doesn't meet the filtering criteria, so the CrimSAFE is
4 not reporting it.

5 So over at enterprise data group has to go look
6 at those records and figure out are there new rules to be
7 created to then prepare the data so the CrimSAFE can then
8 report it. So from time to time, we update those rules
9 and then over the, you know, ten -- over ten years, that
10 has grown on how we process those records better. So
11 that's what I was saying.

12 But specific like what those rules are, what's
13 going to happen in that instance, I think that will have
14 to be on a specific case-by-case basis and I have very
15 limited knowledge of that.

16 BY MS. WEBBER:

17 Q In fact, Mr. Kayani, CoreLogic assumes that all
18 information provided by any Department of Corrections is
19 for a felony unless otherwise specified by the providing
20 agency, correct?

21 A I do not know those rules.

22 Q You don't recall seeing any documents setting
23 forth those rules?

24 A No. My role at CoreLogic was more focused on
25 managing the product, not the data aspect of it. And

1 there's a whole different division that manages that.

2 Q In addition to configuring the look-back periods
3 on setting up CrimSAFE, you also configure for -- property
4 managers also configure the language that appears in
5 reports, correct?

6 A Can you ask that question again, please?

7 MS. WEBBER: Let's look at Exhibit 1 as was
8 previously admitted. If we could scroll past the
9 categories to the -- there we go. Zoom in on the section
10 titled Decision Messages. Okay.

11 BY MS. WEBBER:

12 Q Part of setting up CrimSAFE is configuring
13 decision messages, correct?

14 A Yes.

15 Q And for each message type there's a header and
16 then there's the message text, correct?

17 A Yes.

18 Q So the label on the left side, the first
19 one --

20 MS. WEBBER: If we could highlight that?

21 BY MS. WEBBER:

22 Q -- says approved, correct?

23 A Yes.

24 Q And then there's default text that would be
25 appearing on the report if there was an approved decision,

1 due to credit or criminal information, correct?

2 A It does not because we, we're not involved again
3 in the denial, so we wouldn't know what, what, what was
4 the reason for the property to deny the applicant.

5 Q You'd know what the results of your screening
6 were on both the credit and the criminal side, correct?

7 A That is fact, but it still is on the community
8 even if it provides accept. At the end of the day, they
9 decided if they want to, you know, they may have other
10 policies in place. We wouldn't know.

11 Q And the adverse action letter in Exhibit 30 does
12 not disclose what the criminal record was, correct?

13 A That is correct.

14 Q It doesn't say what the jurisdiction it was
15 from, correct?

16 A It provides them the ability to request that
17 information, but the letter does not list that, correct.

18 Q It doesn't tell them anything about the crime
19 that caused their rejection, correct?

20 A That is correct.

21 Q Okay.

22 A It does provide them the ability to -- the
23 common process is a dispute process where they can call a
24 dispute line and request more information.

25 Q In addition to the different decision messages,

1 records found? They get to see all the information if
2 they're the super admin, correct?

3 A That's correct.

4 Q So let's look at the information that is
5 provided.

6 MS. WEBBER: If we can scroll down a bit to the
7 report summary. Thanks.

8 BY MS. WEBBER:

9 Q And this identifies the offense as retail theft,
10 correct?

11 MS. WEBBER: Can you highlight that --

12 BY MS. WEBBER:

13 A Yes, yes, I can see.

14 Q And it identifies the -- it identifies at least
15 the address or to the jurisdiction as being in York,
16 Pennsylvania, correct?

17 A (Pause.)

18 Q Do you see that on Exhibit S?

19 A Other (indiscernible) --

20 Q It's below the name, there's a section titled
21 Jurisdiction.

22 A Yes, York, Pennsylvania, yes.

23 Q Okay. And there's no other charges listed,
24 correct?

25 A One offense, yes.

1 Severity.

2 A Yes.

3 Q Okay. Do you know why that's blank?

4 A The categorization rules will dictate that if --
5 the way these fields are created, depending on the actual
6 court, court record, how much information is available,
7 that's what they will display there.

8 Q So if the court that provided you the -- provide
9 CoreLogic the record did not have a field that designated,
10 you know, felony, misdemeanor, et cetera, then no
11 information will be displayed by Offense Severity,
12 correct?

13 A I do not know how the categorization happens. I
14 only know the names of the categorization. All the rules
15 are done by the Enterprise Data Group.

16 Q I believe that earlier today you testified that
17 if there was no severity assigned, felony, misdemeanor, et
18 cetera, that the record was disregarded. Do you recall
19 that?

20 A I'm looking.

21 Q You would agree, you would agree looking at
22 Exhibit S that even when there's no offense severity shown
23 on the face of the record, CrimSAFE still processes the
24 record and will return it as a responsive record, correct?

25 A Yes.

1 A The latter, it's a database of criminal records
2 the reports can be generated.

3 Q Okay. Mr. Kayani, would you agree that the
4 principal value of CrimSAFE as offered to CoreLogic's
5 housing provider customers lies in the filtering component
6 of the product?

7 A That is correct.

8 Q And would you agree that after that filtering is
9 applied, that CoreLogic's customers are directed -- or
10 excuse me, CoreLogic's customers are directed to make
11 automatic decisions denying any applicants who have
12 records found through CrimSAFE?

13 A I'm sorry. Can you ask the question again?

14 Q Is it the company's position that housing
15 providers should deny applicants who have records
16 identified through CrimSAFE after that filtering process
17 is complete?

18 A No.

19 MR. ST. GEORGE: Thank you. I have nothing
20 further from you, Mr. Kayani.

21 THE COURT: Recross?

22

23 RE CROSS-EXAMINATION

24 BY MS. WEBBER:

25 Q Mr. Kayani, when you said that the data in

CERTIFICATE

I hereby certify that foregoing pages 271 are a complete and accurate transcription to the best of my ability of the electronic recording of the BENCH TRIAL in re: CONNECTICUT FAIR HOUSING CENTER, ET AL. VS. CORELOGIC RENTAL PROPERTY SOLUTIONS, LLC, No. 3:18-CV-00705-VLB, held before the HON. VANESSA L. BRYANT, Senior United States District Judge, United States District Court, District of Connecticut recorded on November 3, 2022.



Joanne Auger, Transcriber Date: November 16, 2022

UNITED STATES DISTRICT COURT

DISTRICT OF CONNECTICUT

-----x
:
CONNECTICUT FAIR HOUSING :
CENTER, ET AL., :
Plaintiffs, :
:
vs. : Case #3:18-CV-00705-VLB
:
CORELOGIC RENTAL PROPERTY :
SOLUTIONS, LLC, : November 7, 2022
Defendant. :
:
-----x
United States Courthouse
450 Main Street
Hartford, CT. 06103

BENCH TRIAL - Day IX

(Transcription from Electronic Recording)

Held Before:

THE HON. VANESSA L. BRYANT
Senior United States District Judge

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JA-777

1
2 STACY LYNN DACHTLER, called as a witness by the
3 Defendant, being first duly sworn by the Courtroom
4 Deputy, was examined and testified under oath as
5 follows:

6 COURTROOM DEPUTY: Please state your name and
7 spell your last name.

8 THE WITNESS: Stacy Lynn Dachtler, spelled
9 D-a-c-h-t-l-e-r.

10 COURTROOM DEPUTY: Please state the city and
11 state in which you reside.

12 THE WITNESS: Medina, Ohio.

13 COURTROOM DEPUTY: Thank you.

14 THE WITNESS: Thank you.

15 THE COURT: You may be seated.

16 THE WITNESS: Thank you.

17 THE COURT: You're welcome. Please speak your
18 answers into the microphone and be sure not to touch it.

19 THE WITNESS: Okay.

20 THE COURT: The tip of it.

21 THE WITNESS: Okay.

22 THE COURT: Including when you stand up to leave
23 the bench.

24 THE COURT: Okay. Thank you.

25 THE COURT: You may examine the witness.

1 DIRECT EXAMINATION

2 BY MR. ST. GEORGE:

3 Q Good morning, Ms. Dachtler. Could you please
4 introduce yourself to Judge Bryant?

5 A Yes, my name is Stacy Lynn Dachtler.

6 Q And Ms. Dachtler, who is your current employer.

7 A I am employed by CoreLogic SafeRent.

8 Q Okay. And did CoreLogic SafeRent previously go
9 by the name of CoreLogic Rental Property Solutions?

10 A Yes.

11 Q And is it okay with you today if I use the term
12 CoreLogic to describe that tenant screening business?

13 A Yes.

14 Q And how long have you been employed by
15 CoreLogic?

16 A I will be 18 years in February.

17 Q And what is your current title?

18 A I am a senior account manager.

19 Q And how long have you had that position?

20 A I've had this position since 2013.

21 Q And what are your job duties and
22 responsibilities generally in the role as a senior account
23 manager?

24 A My role is to help roll out any brand new large
25 client. I handle our largest strategic clients on the

1 A No.

2 Q Does CoreLogic offer tenant screening services
3 to its housing provider customers?

4 A Yes.

5 Q Does CoreLogic choose whether to screen an
6 applicant?

7 A No.

8 Q Who chooses whether to screen an applicant?

9 A The client does.

10 Q Does CoreLogic interact with applicants at the
11 screening stage of the application process?

12 A No.

13 Q Does CoreLogic set any tenant selection criteria
14 for housing providers?

15 A We do not.

16 Q Does CoreLogic draft any tenant selection plans
17 used by housing providers?

18 A We do not.

19 Q Does CoreLogic generally know whether applicants
20 are allowed to move into a complex or not?

21 A We do not.

22 Q Does CoreLogic advertise any apartments for
23 rent?

24 A We do not.

25 Q Now, does CoreLogic require that its customers

1 Q Now, you testified earlier that you had
2 knowledge regarding the CrimSAFE product. Can you
3 describe generally for the Court your understanding of how
4 that product works?

5 A Yes, yes. CrimSAFE is a product that
6 categorizes and then filters out offenses that a client
7 doesn't not actually want to review. So they have several
8 categories that they can put timeframes in and then we us
9 categorization like the FBI utilizes to help categorize
10 those offenses and alert a client if there is something
11 that is hitting their configurations that they need to
12 review.

13 Q Is the CrimSAFE product an optional product for
14 screening?

15 A It is.

16 Q So does the client have to specifically choose
17 to use the CrimSAFE product in order for that product to
18 function?

19 A Yes.

20 Q And do the majority of customers that you work
21 with choose to utilize the CrimSAFE product?

22 A Yes.

23 Q Now, what does the background screening process
24 look like for CoreLogic customers who do not choose to use
25 the CrimSAFE product?

1 A If they don't use the CrimSAFE product then they
2 see the raw details.

3 Q And what does that mean?

4 A That means they see every offence whether it's
5 something that they want to consider or not.

6 Q So for the customers who don't use CrimSAFE
7 would they receive every criminal offense that CoreLogic
8 has identified about the applicant?

9 A Yes.

10 Q And would they see the full details of each one
11 of those offenses?

12 A Yes.

13 Q Okay. Let's focus on how CrimSAFE is set up by
14 customers. You mentioned that it's a categorization
15 product. Tell me about the categorization function of
16 CrimSAFE.

17 A There are 35 different categories and they
18 actually set a timeframe for if they are interested in
19 reviewing data that falls in that specific category. If
20 it's an offense-type category that they don't have an
21 interest in they simply enter zero so those are filtered
22 out.

23 Q And how many categories of crimes does CrimSAFE
24 use?

25 A So there are 35 categories.

1 Q An I believe you may have mentioned it but do
2 you know how CoreLogic came to select those categories of
3 crimes?

4 A Yes. They utilized how the FBI categorizes
5 offenses.

6 Q And are those 35 categories of crimes further
7 divided between felonies and nonfelonies?

8 A Yes.

9 Q And are those criminal categories even further
10 divided up between convictions and criminal charges?

11 A Yes.

12 Q And would the conviction function of the
13 product, would that only include cases that CoreLogic has
14 determined resulted in a conviction of the offender?

15 A Yes.

16 Q And within the charge category would that
17 include criminal charges that are pending against an
18 applicant at the time of his or her application?

19 A Yes.

20 Q Now, I want to get an understanding in place if
21 there's a difference at CoreLogic between the phrase
22 arrests and charges. Is there a difference?

23 A Yes. Yes, there is. An arrest would happen
24 when someone actually is being arrested for a crime but
25 they are not yet charged. A charge happens if that crime

1 know, other team's client may have purchased it.

2 THE COURT: Thank you.

3 THE WITNESS: Sure.

4 BY MR. ST. GEORGE:

5 Q And talking about lookback periods, what does
6 that term mean to you?

7 A That's the time period that a client is entering
8 that they would like to actually have offenses alerted so
9 that they can review.

10 Q So is it a period of years then?

11 A It is.

12 Q And do CrimSAFE's customers select lookback
13 periods within each of the categories and subcategories of
14 crimes that we've discussed?

15 A Yes.

16 Q So I want to look at a document that's been
17 marked as Exhibit B as in boy.

18 MR. ST. GEORGE: Your Honor, this is already in
19 as a full exhibit.

20 BY MR. ST. GEORGE:

21 Q Ms. Dachtler, are you familiar with this
22 document?

23 A Yes.

24 Q And what is it?

25 A This is a CrimSAFE configuration form.

1 brackets that say zero to 7 years. Do you see that?

2 A Yes.

3 Q And what's reflected by that range?

4 A That means the max, if they did want to review
5 nonconvictions the max they could go would be 7 years.

6 Q So will CoreLogic not identify any nonconviction
7 offenses after a 7-year period?

8 A That's correct.

9 Q And do you know why CoreLogic has limited the
10 nonconviction columns to a period of 7 years?

11 A Yes. My understanding is that is a regulation.

12 Q And so looking at this matrix does CrimSAFE
13 allow for a client to customize its lookback periods based
14 on the nature of the crime?

15 A Yes.

16 Q And does CrimSAFE allow for customization based
17 on the recency of the crime?

18 A Yes.

19 Q And does CrimSAFE allow for customization based
20 on the severity of the crime?

21 A Yes.

22 Q And does CrimSAFE allow for customization
23 whether there was a conviction or a charge?

24 A Yes.

25 Q Now, this document that we're looking at in

1 Exhibit B has some lookback values that are filled in
2 already within those columns. Do you see that?

3 A Yes.

4 Q So apart from the specific figures that are
5 filled in, explain for me what's happening with the
6 numbers that have been input to this document.

7 A So this is an example of a client's actual
8 settings, so these are the numbers that they had chosen at
9 the time that they populated or they provided this form to
10 us to enter for their CrimSAFE configurations.

11 Q And when this document itself, this
12 configuration form, when it's actually presented to a new
13 client is it blank or does it have any values filled in?

14 A It's blank.

15 Q And would customers then select their specific
16 lookback periods across all the categories that are
17 presented in Exhibit B?

18 A Yes.

19 Q And would CoreLogic then enter in those lookback
20 settings into its software for that customer's account?

21 A Yes.

22 Q Now, if we have 35 categories of crimes and we
23 have four separate columns, I'm no mathematician, but I
24 think that adds up to 140 separate choices. Would you
25 agree with that?

1 Q And do you see that there are decision approve
2 and decline. Do you see that language?

3 A Yes.

4 Q Has that decision message language, have those
5 ever been the default messages actually used in connection
6 with CrimSAFE?

7 A They are not.

8 Q And based on your experience in working with the
9 product since its inception, would have been the default
10 language of messages that have appeared in connection with
11 CrimSAFE?

12 A Accept or records found.

13 Q All right.

14 MR. ST. GEORGE: We can take down Exhibit B
15 please.

16 BY MR. ST. GEORGE:

17 Q So after the clients configure their CrimSAFE
18 matrix, can housing providers make changes to that matrix
19 themselves?

20 A Yes.

21 Q Can they also present their selected changes to
22 CoreLogic for input?

23 A Yes.

24 Q Can a client change their CrimSAFE settings at
25 any time?

1 A Yes.

2 Q Can they do so for any reason?

3 A Yes.

4 Q Would CoreLogic ever change a customer's
5 CrimSAFE settings without being directed to do so?

6 A No.

7 Q Has it ever done so?

8 A No.

9 Q Has CoreLogic ever chosen the lookback settings
10 for any of its customers that use CrimSAFE?

11 A No.

12 Q Is that a service that's even offered by
13 CoreLogic?

14 A It is not.

15 Q All right. I want to assume that the matrix has
16 been filled out by the customer and I want to talk about
17 what can happen from that point in time.

18 A Okay.

19 Q Let's assume that a customer is using CrimSAFE
20 and there is no criminal record that's identified by
21 CoreLogic based on the customer's selected CrimSAFE
22 settings. In that scenario are any criminal records
23 identified to the housing provider?

24 A No.

25 Q So in that scenario are all criminal records

1 A Yes, yes.

2 Q And how would a customer go about accessing that
3 report that would contain the CrimSAFE category?

4 A It's pretty simple. They log into our website,
5 go to the Insight Center, choose the report for the
6 desired timeframe and populate. They also have an
7 opportunity to set what we call a subscription so they can
8 even have that sent to themselves on a daily, weekly,
9 whatever basis they would like.

10 Q Okay. And do you train customers as part of a
11 setup process about how they can access those reports that
12 list the CrimSAFE categories?

13 A Yes.

14 Q And do you train them on the availability of
15 that subscription process as well?

16 A Yes.

17 Q Now, what language is displayed to a housing
18 provider when records are located that meet the housing
19 provider's selected CrimSAFE settings?

20 A Records found.

21 Q And how long has that records found language in
22 the default language for CrimSAFE?

23 A Since inception.

24 Q And is that records found phrase also
25 customizable?

1 A It is.

2 Q And can you give any example of how the records
3 found phrase has been customized by your customers?

4 A Further review.

5 Q So you have a customer that has said further
6 review in that default message?

7 A Yes.

8 Q And is there a further message that's displayed
9 to the customers in conjunction with the record found
10 language?

11 A Yes.

12 Q And what generally does that message say by
13 default?

14 A That message says -- oh, gosh. Based on the
15 search provided and the communities CrimSAFE setting says
16 qualifying records found, please verify the applicability
17 of the records to the applicant and compare to your
18 property screening policies.

19 Q And is that accompanying message also
20 customizable by the housing provider?

21 A Yes.

22 Q And can you give an example of how that message
23 has been customized by CoreLogic's customers?

24 A Yes. Please follow resident selection plan.

25 Q Okay. So you have a customer that's inserted

1 that message over the default message?

2 A Yes.

3 Q Now, let's talk about how records that are
4 identified through CrimSAFE can be viewed by the housing
5 provider. You testified earlier that when a record is
6 found through CrimSAFE the full criminal history will be
7 presented to the housing provider; is that right?

8 A Yes.

9 Q Can housing providers also limit access to who
10 can see the full details of the applicant's criminal
11 history?

12 A Yes.

13 Q And some housing providers chose to use limit
14 access?

15 A Yes.

16 Q Do some providers choose to not to limit access?

17 A Yes.

18 Q And is that limited access setting a setting
19 that the customer has to choose?

20 A Yes.

21 Q So is the default to grant access to everyone?

22 A Yes.

23 Q And let's assume that a housing provider wants
24 to limit access to the full details of their records, how
25 does the housing provider actually go about configuring

1 BY MR. ST. GEORGE:

2 Q Okay. Ms. Dachtler, do you have Exhibit F in
3 front of you?

4 A Yes.

5 Q And do you recognize this document?

6 A Yes.

7 Q And what do you understand this to be?

8 A This is a notification that was provided to all
9 of our clients.

10 MR. ST. GEORGE: And can we scroll up just a
11 little bit, Ms. Hanson?

12 BY MR. ST. GEORGE:

13 Q Do you see the date of this notification?

14 A Yes.

15 Q And what's the date?

16 A Friday, April 15th, 2016.

17 Q And do you agree that's the date that this
18 client notification went out?

19 A Yes.

20 Q And so is this only 11 days after the HUD
21 guidance was issued?

22 A Yes.

23 Q And was this guidance sent out to every customer
24 of CoreLogic?

25 A Yes.

1 individualized assessments where a criminal record exists?

2 A Yes.

3 Q So is CoreLogic identifying to its customers,
4 including WinnResidential, that HUD is urging
5 individualized assessments where a criminal record exists?

6 A Yes.

7 Q And if we can look at page 186 is CoreLogic
8 again hyperlinking the actual guidance itself for its
9 customers to view?

10 A Yes.

11 Q All right. So let's move on from organization-
12 wide efforts and I want to talk about the specific
13 communications that you mentioned that you had with your
14 customers.

15 Ms. Dachtler, you testified that you identified
16 the client notification to each one of your customers that
17 you worked with?

18 A Yes.

19 Q And I want to focus on WinnResidential. Did you
20 notify WinnResidential of the client notification?

21 A Yes.

22 Q Did you make sure that they had received it?

23 A Yes.

24 Q And apart from that client notification in the
25 training presentation did you talk with WinnResidential

1 about the HUD memorandum?

2 A Yes.

3 Q And with whom did you speak?

4 A Lynn Bora and Nicole Stone.

5 Q And who is Ms. Bora?

6 A Lynn Bora is our executive main contact.

7 Q Okay. And who is Nicole Stone?

8 A She's our day-to-day administrative main
9 contact.

10 Q And are those the individuals at WinnResidential
11 with whom you would generally interact about the screening
12 products offered by CoreLogic?

13 A Yes.

14 Q And the HUD guidance that we looked at was dated
15 April 4th and the client notification was dated April 15th.
16 Do you recall generally by reference to those when you
17 would have had discussions with Ms. Bora and Ms. Stone?

18 A Yes, I believe it was in the next week.

19 Q And do you recall generally what you told them
20 during those discussions?

21 A Yes. I wanted to make sure that they received
22 the notification, that they had reviewed the notification,
23 that they were in discussions with their legal team on any
24 changes they needed to make to their policies in CrimSAFE
25 settings.

1 A No.

2 Q And did CoreLogic -- excuse me. Did
3 WinnResidential ultimately make any changes to its
4 CrimSAFE settings in the aftermath of the HUD guidance?

5 A Yes.

6 Q Okay. I want to walk through some of those
7 settings. Does CoreLogic maintain records of its
8 customers' CrimSAFE settings?

9 A Yes.

10 Q And do those records exist for WinnResidential?

11 A Yes.

12 Q Okay. So let's go look at another document. I
13 want to look at Exhibit K.

14 THE COURT: Full by consent?

15 MR. ST. GEORGE: Yes, your Honor.

16 THE COURT: Exhibit K is full.

17 MR. ST. GEORGE: Okay. And can we make that
18 just a little bigger for Ms. Dachtler? Stay on the top.
19 Okay.

20 BY MR. ST. GEORGE:

21 Q Do you recognize Exhibit K?

22 A Yes. This the CrimSAFE settings for Winn.

23 Q So that was going to be my next question. This
24 looks to be a -- it's a foreign document. What is this
25 form?

1 A The CrimSAFE settings.

2 Q Okay. And what customer?

3 A WinnResidential.

4 Q And can you tell from this document the date
5 that these CrimSAFE settings were in place?

6 A Yes. This was pulled on March 21st, 2016.

7 THE COURT: I'm sorry, when you say pull do you
8 mean -- what does pull mean?

9 THE WITNESS: Accessed at that time, so it's the
10 date that it was accessed in the system so I looked at it
11 and printed it.

12 THE COURT: So those were the settings as of
13 that date?

14 THE WITNESS: Yes.

15 THE COURT: Okay. Thank you.

16 BY MR. ST. GEORGE:

17 Q And that was March 23rd, 2016?

18 A 21st.

19 Q Oh, I'm sorry.

20 A 2016.

21 Q March 21st, 2016?

22 A Yes.

23 Q Okay. So that was before the HUD guidance?

24 A Yes.

25 Q Okay. And let's take a minute to get oriented

1 A So when that is checked it provides all detail
2 back to the client.

3 Q Okay. And is that box checked by default?

4 A Yes.

5 Q And so would a client have to affirmatively
6 uncheck it in order for the backup data to not be
7 available?

8 A Yes.

9 Q And had WinnResidential ever elected to not
10 received the full backup data?

11 A No.

12 Q Are you aware of any property in Connecticut
13 ever electing not to receive that full backup data?

14 A I'm not.

15 Q And let's scroll down and I want to look at the
16 top of the matrix that appears. Do you see that there's a
17 last updated date?

18 A Yes.

19 Q Okay. And what's being reflected by that date?

20 A So what that says is the last time they made any
21 type of a change to their configurations and who made the
22 change.

23 Q Okay. So what's the last update here?

24 A It's July 17th, 2015.

25 Q And you mentioned that you had pulled this form

1 A Yes.

2 Q And are those the changes that WinnResidential
3 was directing you to make as of May 19th, 2016?

4 A Yes.

5 Q Okay. Why generally would you provide
6 information on what peers are doing?

7 A I get asked quite a bit, you know, for
8 recommendations and I cannot provide a recommendation.
9 The best that I can provide is how clients have already
10 worked with their attorneys and actually set so that they
11 know how their peers are actually set.

12 Q So when you provide that type of information are
13 you providing raw data to clients?

14 A No.

15 Q I'm sorry, are you providing just the average
16 settings to your clients?

17 A Yes.

18 Q Are you providing any type of recommendation?

19 A No.

20 Q And is there any type of directive by CoreLogic
21 to mandate that customers use peers' averages?

22 A No.

23 Q So what generally is happening here with
24 WinnResidential's CrimSAFE settings in connection with the
25 green columns?

1 A They're reducing them.

2 Q And how are they reducing them.

3 A The vast majority of charges they're zeroing out
4 and then for some that are more severe like homicide,
5 kidnapping, forceable sex related, they are leaving
6 settings added to your time period for charges.

7 Q So after May 19th, 2016 was WinnResidential
8 generally modifying its lookback periods for charges to
9 not consider them at all?

10 A For a vast majority, yes.

11 Q And for those that remained was WinnResidential
12 generally limiting the period to two years?

13 A Yes. My understanding to, you know, try and
14 catch maybe pending cases.

15 Q All right. And so were these changes
16 implemented by CoreLogic on May 19th, 2016?

17 A Yes.

18 Q And do you know if WinnResidential made any
19 further changes to its CrimSAFE settings after May of
20 2016?

21 A Yes.

22 Q All right.

23 MR. ST. GEORGE: And let's look up Exhibit 41
24 please. Your Honor, I move for its admission as a full
25 exhibit by stipulation.

1 A Yes.

2 Q And if we can go down to the matrix do you see
3 that there's a last updated date?

4 A Yes.

5 Q And what is that last updated date?

6 A July 1st, 2016.

7 Q So you testified before that WinnResidential had
8 made certain changes to its matrix for the charge columns
9 on May 19th, 2016. What does this July 1st, 2016 date
10 reflect?

11 A This is when they made the changes to their
12 conviction columns.

13 Q So the changes to the conviction columns were
14 being made by WinnResidential on July 1st, 2016?

15 A Yes.

16 Q And can we generally look at the matrix itself.
17 Do you have a general understanding of the types of
18 changes that were made by WinnResidential to its
19 conviction settings in July of 2016?

20 A Yes. They made many reductions.

21 Q And what was the general nature of those changes
22 in terms of the lookback periods?

23 A They reduced them.

24 Q And what I want to do now is I want to do a
25 comparison between Exhibit 41 and Exhibit H that we just

1 Q So what data are your providing WinnResidential
2 in that bullet point?

3 A That there are 27,688 offenses that were found
4 in that year, so 2018.

5 Q And then there's a next bullet point that starts
6 out with 2.2 percent. Do you see that?

7 A Yes.

8 Q So what's being reflected in that bullet point?

9 A So 2.2 percent or 762 applications actually had
10 some sort of record that was hitting their configurations.

11 Q So does this reflect that WinnResidential's or
12 CrimSAFE hits in 2018 was 2.2 percent?

13 A Yes.

14 Q And was that -- and were 762 separate applicants
15 having records found through CrimSAFE at WinnResidential
16 in 2018?

17 A Yes.

18 Q Now, are you familiar with statistics about the
19 general rates of -- the general percentage of
20 WinnResidential applicants that had a criminal history in
21 2018?

22 A Yes. Approximately 20 percent.

23 Q And so does the rate of criminal -- or
24 applicants who had a criminal history identified to
25 WinnResidential, did that go from 20 percent without

1 and then I provide them another document with the CrimSAFE
2 averages so they can see where other peers are set.

3 Q And did you provide any other further
4 recommendation or guidance beyond the listing of their
5 CrimSAFE settings and the peer averages?

6 A That they should review their settings to see if
7 any changes are needed with their legal team.

8 Q Okay. And were you involved in any of those
9 discussions with their legal team?

10 A No.

11 Q And can we go to page 1536 which is just a
12 couple pages down.

13 MR. ST. GEORGE: And maybe if we can rotate that
14 for Ms. Dachtler. Okay. Can we make that perhaps a
15 little bit bigger towards that top?

16 BY MR. ST. GEORGE:

17 Q And Ms. Dachtler, what is this document that
18 we're looking at?

19 A Yes, this is a CrimSAFE detail report. This
20 report actually is where I get the number of offenses that
21 are found. This tells how many offenses are found in a
22 specific configuration and then based on the client's
23 lookback periods at that time whether they fell in the
24 accepted range or the subject to decline range.

25 Q And whose settings are these?

1 A These are reports for WinnResidential.

2 Q And what time period is here?

3 A This is year 2018.

4 Q And what are the numbers that are reflected in
5 this document?

6 A Offenses, number of offenses found in those
7 specific categories.

8 Q So is this document reflecting the number of
9 records as opposed to the number of applicants?

10 A Yes.

11 Q Right. And can you tell from this matrix how
12 many separate offenses and criminal records would have
13 been found for WinnResidential in the year of 2018?

14 A Yes. 27,688.

15 Q Okay. And are you able to tell from this chart
16 how many separate criminal records hit WinnResidential's
17 CrimSAFE configurations in that same year?

18 A Yes.

19 Q And how would you do that?

20 A In the column where it says 537 that will be the
21 number of felony convictions that hit their settings. The
22 next grouping over, 223 felony charge hit their settings.
23 The next grouping would be 806, that's all conviction, so
24 a non-classified felony or misdemeanor. And then in the
25 very far column 2 offenses in the all criminal charge

1 section, nonconviction section.

2 Q And if we added up those numbers that you just
3 gave again would you agree they add up to 1,568?

4 A Yes.

5 Q So is that the subset of records within the
6 overall 27,688 that actually met WinnResidential's
7 criteria for identification?

8 A Yes.

9 Q All right. And if you look up on this chart if
10 we can scroll up, there's two columns. They say accept
11 and they say report subject to decline. Do you see those?

12 A Yes.

13 Q And that's across all four of the CrimSAFE
14 columns.

15 A Yes.

16 Q And what's being reflected within those columns?

17 A So the accept are offenses that are found that
18 are outside the client's lookback period. And then
19 records subject to decline are any records found. So
20 those are settings that are hitting -- excuse me, offenses
21 that are hitting a client's lookback period.

22 Q And based on your experience in working with the
23 product, what does that subject to decline mean?

24 A It means just that. So when there's a records
25 found, depending on how the client makes their final

1 A Yes.

2 Q What is this column?

3 A This client is not using the agent amend. If
4 they were using the agent amend functionality, if they
5 amended a decision so they changed it to accept it would
6 be listed.

7 Q And what is the agent amend functionality, just
8 stepping back for a minute.

9 A Sure. It allows a client if they would like to
10 have a record in our system, many times they don't
11 necessarily care what's in our system, but if a client
12 would like to have a record in our system that they
13 amended a recommendation to accept, then they can actually
14 notate that. It would appear on the recommendation page.
15 A number of them would actually appear here and there
16 would be a notation where you see that agent amend column
17 it would say yes if they amended that recommendation.

18 THE COURT: I'm sorry. What recommendation?

19 THE WITNESS: So they receive that records
20 found, so if they want it to say accept instead of records
21 found they can go ahead and hit that amend so the
22 paperwork actually reflects accept.

23 THE COURT: I understand. I understand. All
24 right.

25 BY MR. ST. GEORGE:

1 Q And did you work with Mr. Lindenfelzer for
2 instance on the WinnResidential account?

3 A Yes.

4 Q Now, I want to talk about any -- you mentioned
5 training. I want to talk about any training that you've
6 provided. Have you been involved with training of
7 CoreLogic's customers after they've been engaged?

8 A Yes.

9 Q And has that training included, for instance,
10 the criminal screening products offered by CoreLogic?

11 A Yes.

12 Q Has it included training on the credit screening
13 products that are offered by CoreLogic?

14 A Yes.

15 Q And what generally does that training consist
16 of?

17 A We go through everything soup to nuts, you know,
18 explaining the different products that a client is
19 utilizing, the functionality in the systems, tips and
20 tricks like viewing the CrimSAFE form they can see what
21 records are hidden in their configuration, something we
22 could consider a tip and trick so we would include that
23 type of information. How they can access management
24 reports, policies that their clients have shared with us,
25 things like that.

1 Q So is it fair to say it includes essentially
2 every aspect of your screening products functionalities?

3 A Yes.

4 Q And how many training sessions would you say
5 that you've conducted for CoreLogic customers during your
6 time with the company?

7 A Oh, gosh, hundreds, over hundreds and hundreds
8 over my time here.

9 Q And have you done them in person?

10 A Yes.

11 Q Have you done them through webinars?

12 A Yes.

13 Q I want to focus on the criminal screening aspect
14 of the training process. Is it true that you as a senior
15 account manager would be more involved in that type of
16 training than a senior account executive like Mr.
17 Lindenfelzer?

18 A Yes.

19 Q Were you for instance the one who was involved
20 in the training sessions given to WinnResidential?

21 A Yes.

22 Q And in fact for the accounts where your and Mr.
23 Lindenfelzer worked together such as WinnResidential, were
24 you the one responsible for conducting those regular
25 training sessions?

1 A Yes.

2 Q And during those training sessions did you
3 discuss the CrimSAFE product?

4 A Yes.

5 Q And did you discuss results that can return
6 either records found or acceptances?

7 A Yes.

8 Q And did you discuss how they could view the full
9 records of any records found through CrimSAFE?

10 A Yes.

11 Q Did you discuss how their users could access the
12 full details of any records found through CrimSAFE?

13 A Yes.

14 Q Did you discuss the reporting subscriptions that
15 were available to WinnResidential?

16 A Yes.

17 Q Did you discuss the adverse action process?

18 A Yes.

19 Q And what did you say about the adverse action
20 process during your training sessions?

21 A That when a client makes their final decision,
22 if their final decision is an accept with conditions or a
23 decline for any reason, that they are required to provide
24 an adverse action letter to their applicant.

25 Q During that training did you ever instruct any

1 was included on that report was consistent with the
2 parameters they set, and if they were they were to issue
3 the indicated letter.

4 THE WITNESS: So if there was -- to review the
5 identity elements and then make sure that those screening
6 settings would result in a decline for them.

7 THE COURT: So if they had a records found
8 result your advice to them was to send the declination
9 letter.

10 THE WITNESS: If their ultimate decision was to
11 decline them, yes.

12 THE COURT: And what did you advise them to do
13 in reaching that ultimate decision?

14 THE WITNESS: They need to follow their property
15 selection plan, reach out to their management team if they
16 have questions or their counsel.

17 THE COURT: If they have questions?

18 THE WITNESS: Yes.

19 THE COURT: What would prompt them to have
20 questions?

21 THE WITNESS: If they should be declining based
22 on that. So if they had questions, you know, sometimes a
23 leasing agent level, not savvy enough on their policies
24 and things, so if they had questions they should reach out
25 to their management team or their legal on what they

1 should do with this applicant.

2 THE COURT: So before the HUD advisory it was
3 pretty routine; records found, decline.

4 THE WITNESS: It could be, yes.

5 THE COURT: Thank you.

6 BY MR. ST. GEORGE:

7 Q Ms. Dachtler, did you have any -- even before
8 the HUD guidance, did you have any general visibility into
9 how your customers were ultimately treating records found
10 through CrimSAFE?

11 A No, we don't typically know the final outcome
12 what their decision is.

13 Q And even prior to the HUD guidance would you
14 direct them to their own tenant selection plans with
15 respect to any criminal records found through CrimSAFE?

16 A Yes.

17 Q And did your training in that regard change in
18 any way after April 4th, 2016 with the HUD guidance?

19 A Yeah, depending on clients' policies that
20 they've shared with me if they did tell me, you know, that
21 -- like that client with further review, that type of
22 thing, then I would mention those types of things, that
23 they customize that CrimSAFE verbiage.

24 Q Would you identify to the customers during those
25 training sessions that they could customize the CrimSAFE

1 AFTERNOON SESSION

2 2:16 O'CLOCK P.M.

3

4 COURTROOM DEPUTY: All rise. The United States
5 District Court is now open after recess.

6 THE COURT: Alrighty. You may proceed with the
7 examination of your witness.

8 MR. ST. GEORGE: Thank you, your Honor.

9

10 CONTINUED DIRECT EXAMINATION

11 BY MR. ST. GEORGE:

12 Q Ms. Dachtler, before we recessed we were talking
13 about some training that you conducted for CoreLogic's
14 customers that's part of your job duties and
15 responsibilities.

16 A Yes.

17 Q And you've conducted training both before and
18 after the HUD guidance was issued?

19 A Yes.

20 Q Now before the HUD guidance was issued did you
21 ever train your customers that they needed to verify
22 whether any records found through CrimSAFE were
23 attributable to the applicant?

24 A Yes.

25 Q And did you before the HUD guidance was issued,

1 did you train your customers that they needed to follow
2 their tenant selection plans for any records found through
3 CrimSAFE?

4 A Yes.

5 Q And before the HUD guidance was issued did you
6 train your customers that they needed to consult with
7 their management and legal teams as to how to assess any
8 records found through CrimSAFE?

9 A Yes.

10 Q And before the HUD guidance was issued did you
11 train your customers that they needed to consult with
12 their management and legal teams as to how to use the
13 CrimSAFE product?

14 A Yes.

15 Q And before the HUD guidance was issued did you
16 train you customers as to how they could assess and review
17 any records that were found through CrimSAFE?

18 A Yes.

19 Q And before the HUD guidance did you ever train
20 any housing provider to automatically treat any records
21 found through CrimSAFE as a decline?

22 A No.

23 Q And have you ever training any housing provider
24 in that manner?

25 A No.

1 in the middle and understand what this functionality is.
2 I'm going to focus on this pop-out that says records
3 found. Do you see that?

4 A Yes.

5 Q Okay. Can you just explain for us what is being
6 displayed here in terms of CoreLogic systems and the
7 software?

8 A Sure. So we're seeing that standard messaging
9 that we talked about before about the records found and
10 the messaging that we provided. And then the section at
11 the bottom is called agent decision. So if a client
12 decides to utilize this functionality that allows them to
13 enter in what they actually do with the transaction,
14 whether they accept them, decline them, conditionally
15 accept them.

16 Q So is this a way that property -- housing
17 providers can enter in their final decision on
18 applications into CoreLogic systems?

19 A Yes.

20 Q And so some housing providers use that
21 functionality?

22 A Yes.

23 Q And do some not use that functionality?

24 A Yes.

25 Q Okay. And I want to -- it looks like there's a

1 we just looked at on Exhibit Y?

2 A Yes.

3 Q So we can see that it's the same transaction for
4 the same property at the same time?

5 A Yes, we can see that's the same unique number.

6 Q Okay. And then do we also see below that the
7 credit and the criminal recommendations?

8 A Yes.

9 Q I want to understand what relation Exhibit 27
10 would have to Exhibit Y, if any. Can you explain how
11 those two documents would interrelate?

12 A Yes. When the client clicks on view reports
13 this exhibit that we're seeing is what will populate. So
14 basically it's all the URLs combined into one report.

15 Q So all the hyperlinks that we saw, they would be
16 pulled into one document of the type we're looking at in
17 Exhibit 27?

18 A Yes.

19 Q Okay. All right. So I want to talk about
20 certain aspects of this report. If we can look on the
21 first page here I see that --

22 MR. ST. GEORGE: If we can scroll down a little
23 bit, Ms. Hanson.

24 BY MR. ST. GEORGE:

25 Q Do you see that there's a notation of records

1 found?

2 A Yes.

3 Q And what does that mean for this applicant?

4 A That means there is at least one record that was
5 found that is hitting the client's CrimSAFE configurations
6 for review.

7 Q Okay. And there's a message that displays under
8 that records found notation. What does that read?

9 A "Please verify the applicability of these
10 records to your applicant and proceed with your community
11 screening policies."

12 Q So is that the message that would have displayed
13 in connection with the records found notation?

14 A Yes.

15 Q Okay. And the reference there to your community
16 screening policies, do you have an understanding of what's
17 being referenced there?

18 A Yes. It would be whatever the selection plan is
19 your screening policy for that particular community.

20 Q And who is the community in this transaction?

21 A This is Art Space Windham.

22 Q And are they associated with WinnResidential?

23 A Yes.

24 Q All right. And if we can scroll down in the
25 document there's a section on applicant information. Do

1 you see that?

2 A Yes.

3 Q And is this the same applicant information that
4 we just looked at in Exhibit Y?

5 A Yes.

6 Q And is the applicant Mikhail Arroyo?

7 A Yes.

8 Q Okay. All right.

9 MR. ST. GEORGE: I want to go to the 6th page of
10 this document. Or we can just scroll down if it's easier.
11 Okay.

12 BY MR. ST. GEORGE:

13 Q All right. So Ms. Dachtler, we're on the 6th
14 page of the same document that's titled, Multistate
15 Criminal Search Report. Do you see that?

16 A Yes.

17 Q So what is this?

18 A So this is the detail of that multistate. So
19 the detail of the CrimWATCH (sic) report.

20 Q What's -- you mean CrimSAFE or -- you said
21 CrimWATCH. I don't know what CrimWATCH is.

22 A Yes, I'm sorry. This is a detail of the
23 criminal report itself, not the CrimSAFE report, the
24 criminal report.

25 Q So does this reflect the full details of the

1 criminal records that were identified for this applicant?

2 A Yes.

3 Q Okay.

4 A Sorry, CrimCHECK is what I meant. I'm sorry
5 about that.

6 Q Okay. And can we tell here what applicant this
7 criminal record relates to?

8 A Yes. Mikhail Arroyo.

9 Q And can you tell when this information was
10 processed?

11 A Yes. On April 26, 2016.

12 Q And can you tell what property was requesting
13 this information?

14 A Yes. Art Space Windham.

15 Q And this is in connection with the same
16 transaction ID that we looked at?

17 A Yes.

18 Q Okay. Let's scroll down and look at the record,
19 the part that says report summary.

20 A Yes.

21 Q And what's being reflected here?

22 A Under the report summary is the detail again
23 that's been provided back by the jurisdiction, so what
24 jurisdiction is providing it, and then we get down into
25 the detail of the offense that was found.

1 Q Okay. And let's start at the top. It says
2 status record found. Do you see that?

3 A Yes.

4 Q What does that mean?

5 A It means that this record is hitting their
6 CrimSAFE configurations.

7 Q And it says record type, criminal court action.
8 What does that mean?

9 A That it is a criminal court case.

10 Q Is that distinct from an arrest?

11 A Yes.

12 Q If it was a record type here of arrest would it
13 have said arrest?

14 A Yes.

15 Q And there's some details that are provided about
16 this offense. Does it list for instance the name of the
17 offender?

18 A It does.

19 Q Does it list the jurisdiction where the record
20 originated?

21 A Yes.

22 Q Does it list the jurisdiction that reported the
23 record to CoreLogic?

24 A Yes.

25 Q Does it provide the case number here?

1 A The recommendation portion is, yes.

2 Q Yes. And so would the leasing agent who is
3 accessing this report be able to see that there are
4 records found through CrimSAFE from this home page?

5 A Yes. Yes.

6 Q Okay. And so let's scroll down in the applicant
7 information. Again, is this the same applicant
8 information as we've looked at in the preceding two
9 exhibits?

10 A Yes.

11 Q And who is that applicant?

12 A Mikhail Arroyo.

13 MR. ST. GEORGE: And then can we emphasize and
14 bring out the report section here? Okay.

15 BY MR. ST. GEORGE:

16 Q Ms. Dachtler, can you explain how this section
17 is either similar or different to the same document that
18 we -- or the same section that we saw in Exhibit Y?

19 A We can see that there are certain reports that
20 are not hyperlinks, they're not blue. So this user
21 doesn't have access to look at the backup of the criminal
22 report.

23 Q And why is this --

24 A Or the credit report.

25 Q Thank you. And so why does this user not have

1 access to that criminal detail?

2 A It would be the level of user that Winn has
3 designated to only see certain aspects of the screening.

4 Q So would this be the lease -- perhaps the onsite
5 leasing agent then?

6 A Yes.

7 Q And would Winn have been the one to have chosen
8 to that limited access setting?

9 A Yes.

10 Q And I notice here that the multistate criminal
11 search section that we looked at, that's grayed out. Do
12 you see that?

13 A Yes.

14 Q So was the leasing agent unable to access that
15 specific detail?

16 A Correct. They can see the term records found
17 but they cannot open the report.

18 Q And what would happen if this leasing agent
19 clicked the view reports button within this report
20 section?

21 A When they click the view report section only
22 those that are a blue, highlighted in blue would actually
23 appear for them. So they won't see details of the credit
24 report, criminal report, registry check report. They'll
25 only see the blue reports when it's opened up.

1 being reflected here?

2 A So same thing that we've been seeing in the
3 previous. It's got the score decision for the credit
4 portion and the CrimSAFE records for the criminal portion.

5 Q Does it have the same message under the record
6 found that we previously looked at in Exhibit 27?

7 A Yes.

8 Q And if you scroll down and we see the applicant
9 information, can we tell who the applicant is here?

10 A Mikhail Arroyo.

11 MR. ST. GEORGE: And let's scroll through the
12 document and actually stop at page 4 please.

13 BY MR. ST. GEORGE:

14 Q Okay. Do you see page 4 in front of you?

15 A Yes.

16 Q So what's being reflected here?

17 A This is the CrimSAFE report.

18 Q Okay. And what is the CrimSAFE report?

19 A So that's the report telling them if there are
20 any records that have been hitting their CrimSAFE
21 configurations. Again, provides those identifying -- that
22 identifying information of the applicant, what record of
23 the records found is hitting their CrimSAFE settings.

24 Q So even for those users who have more limited
25 access are they able to see on the first page of the

1 report that there are records found through CrimSAFE?

2 A Yes.

3 Q And are they able to see on the CrimSAFE result
4 section that there is one record found through CrimSAFE?

5 A Yes. And they can see any identifying features
6 needed.

7 Q But does this version of the report contain the
8 full criminal details that we previously looked at in
9 Exhibit 27?

10 A No.

11 Q And was that due to the settings selected by
12 WinnResidential?

13 A Yes.

14 Q Were the reports -- was the data in the reports
15 that we looked at in Exhibit 27 and Exhibit 30, would
16 those have been transmitted to WinnResidential at the
17 exact same time on April 26, 2016?

18 A Yes. It's technically only one report, and then
19 depending on a user's access it will block things that
20 they can't see or open up things that they can.

21 Q Okay.

22 A So it's just one report that's delivered.

23 Q Okay. And so would the full details have been
24 -- that were reflected in Exhibit 27 have been delivered
25 at the same time that this user with access in Exhibit 30

1 A That's correct.

2 Q So did WinnResidential, based on your review of
3 any records, ever enter in any leasing decision for Mr.
4 Arroyo after receiving his screening report?

5 A They did not.

6 Q Did CoreLogic have any visibility into whether
7 Mr. Arroyo was accepted or denied by WinnResidential in
8 April of 2016?

9 A No.

10 Q Did CoreLogic have any visibility into whether
11 any decision on Mr. Arroyo's application was later
12 reversed by WinnResidential?

13 A No.

14 Q Okay. Just a couple concluding questions.
15 During your time at CoreLogic did you ever hear anyone
16 express any concern that the use of CrimSAFE was violating
17 the Fair Housing Act?

18 A No.

19 Q During your time at CoreLogic did you ever hear
20 any customer express any concern that the use of CrimSAFE
21 was violating the Fair Housing Act?

22 MR. DUNN: Objection. Calls for hearsay.

23 MR. ST. GEORGE: Your Honor, this is the exact
24 same line of questions and the exact same objection that
25 you overruled with Mr. Kayani. It goes to notice.

1 configures with the client's criteria.

2 A Yes. When they complete that grid then it gets
3 entered for them.

4 Q And then it says failure to configure will
5 result in high declines.

6 A Yes.

7 Q So as I read this it suggests that there is a
8 default value and that if a client doesn't configure a
9 lookback period then it defaults to what's in bullet
10 number 1.

11 A When they fill out the configuration form we on
12 the account management team, if they don't fill out
13 everything, we'll go back to them and ask for the setting.
14 So it doesn't default to -- so we don't allow it to
15 default to anything. If they leave it zero or they leave
16 it blank, we ask them what the setting would be and make
17 sure that that's uploaded for them.

18 Q Okay.

19 MR. DUNN: If we could -- on the left side if we
20 could blow up where -- kind of in that gray text. Could
21 we highlight the -- I think it's the third full sentence.
22 "These are the lowest," and then continue on to the
23 sentence after that, "If decline years." Yeah, keep
24 going. One more line down.

25 BY MR. DUNN:

1 A They may.

2 Q So they might have different dates.

3 A Yes, it's possible.

4 Q And some jurisdictions might list an arrest
5 date.

6 A I can't say.

7 Q Some jurisdictions might list a date of an
8 actual criminal offense.

9 A It depends on the jurisdiction and how they
10 report.

11 Q Right. So if someone gets a raw criminal record
12 they're getting whatever information that jurisdiction
13 provides.

14 A Correct.

15 Q And there could be any number of dates on there
16 depending on when the crime was committed, when the arrest
17 happened, when the charge was filed, when the case was
18 resolved.

19 A Again, it would have the file date, it would
20 have the disposition date if the disposition date is
21 reported, possibly a sentence date if that's reported.
22 Those are the traditional dates that are provided. And we
23 share with the client kind of the hierarchy of how the
24 settings go and they basically go off a disposition date.
25 If disposition's date isn't there then it might go off a

1 sentence date. If that's not there then it will go off a
2 file date.

3 Q Okay. So CrimSAFE can actually assign an age to
4 a record using different possible dates.

5 A Depending on what's provided.

6 Q Okay, and --

7 A Or missing. I guess that would be a better way
8 to put it.

9 Q There's no way for someone with access to the
10 full detail report to see which of those dates CrimSAFE
11 actually used to decide that a record was disqualifying.
12 Do you agree with that?

13 A No, I don't agree with that. If we train our
14 clients that if a disposition date is there, that's the
15 record that -- that's the date that the record goes off
16 of.

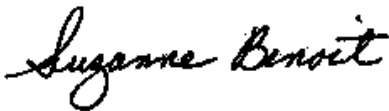
17 Q Okay. But you don't necessarily know that
18 that's the date CrimSAFE used if you can't see a report
19 showing what date or what age CrimSAFE assigned to the
20 record, can you?

21 A The hierarchy which we provide, you know, in our
22 configurations and things like that tells the client that
23 it starts with the disposition date. So if there's a
24 disposition date that's the date that's going to be used.

25 Q That's the date that's supposed to be used,

1 CERTIFICATE

2
3 I hereby certify that the foregoing 264 pages
4 are a complete and accurate transcription to the best of
5 my ability of the electronic recording of Day IX of the
6 Bench Trail in re: CONNECTICUT FAIR HOUSING CENTER, ET
7 AL. vs. CORELOGIC RENTAL PROPERTY SOLUTIONS, LLC, Civil
8 No. 3:18-CV-00705 (VLB), held before The Hon. Vanessa L.
9 Bryant, Senior United States District Judge, in Hartford,
10 Connecticut, on November 7, 2022.

11
12 

13 Suzanne Benoit, Transcriber

Date: 11/23/2022

UNITED STATES DISTRICT COURT

DISTRICT OF CONNECTICUT

-----x
:
CONNECTICUT FAIR HOUSING :
CENTER, ET AL., :
Plaintiffs, :
:
vs. : Case #3:18-CV-00705-VLB
:
CORELOGIC RENTAL PROPERTY :
SOLUTIONS, LLC, : November 8, 2022
Defendant. :
:
-----x
United States Courthouse
450 Main Street
Hartford, CT. 06103

BENCH TRIAL - Day X

(Transcription from Electronic Recording)

Held Before:

THE HON. VANESSA L. BRYANT
Senior United States District Judge

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JA-828

1 THE COURT: I'm -- okay. We're still using
2 decline as the nomenclature and I'm trying to understand
3 exactly what you're asking. Are you asking the witness
4 what Winn did with the information they received or are
5 you asking how CoreLogic reported the information
6 screened?

7 (Pause.)

8 THE COURT: Can you explain your question -- do
9 you understand my question?

10 MR. DUNN: Your Honor, I understand your
11 question. I think perhaps in my view there's no
12 difference between CrimSAFE reporting records found in a
13 decline, but I think the witness has testified that
14 records found is not the same thing as a decline. So I
15 think that causes a problem with the use of some of these
16 terms.

17 THE COURT: Well, it causes a problem because of
18 your perception. If we can just use the language that the
19 program uses then there won't be any confusion.

20 MR. DUNN: Well, perhaps a better way to do this
21 is to take a look at Exhibit 41.

22 THE COURT: Okay.

23 MR. DUNN: Could we bring that up?

24 THE COURT: So could you just repeat again how
25 the records found percentages changed after the change in

1 the lookback periods?

2 THE WITNESS: Yes. They -- I don't remember --
3 oh, is this the actual -- does this have the statistics on
4 it? Sometimes my recaps will have the statistics on them.
5 I do know that their records found did go down. It was
6 still a small amount of records found before they made
7 changes, so even when they were very strict with their
8 criteria, I believe the number quoted was 6.2 percent. I
9 don't recall the exact number in 2016 before they changed,
10 so about 94 percent were full accept, and then as they
11 changed I believe it went to 2.9 percent records found,
12 and then I think the next year it was like 2.2 percent
13 records found.

14 THE COURT: Okay. Thank you.

15 THE WITNESS: Sure. Thank you.

16 BY MR. DUNN:

17 Q Okay. Can we look at 4 of -- well, before we do
18 that, Mr. Dachtler, we're looking at Exhibit 41. This is
19 a document that's been previously admitted. I think you
20 identified it as an email that you sent following up the
21 business review meeting with WinnResidential?

22 A Yes.

23 Q Okay.

24 MR. DUNN: And if we could go to page 4 of this
25 exhibit. And if we could blow up the heading to

1 vandalism, destruction, damage vandalism, do you see that
2 one?

3 A I do.

4 Q So if a landlord wanted to have one lookback
5 period for criminal mischief and property damage and then
6 a different lookback period for traffic accidents
7 involving damage, there's not a way to do that, right?

8 A There is not.

9 Q Okay.

10 A They would simply review their reports like they
11 should be doing now.

12 Q And landlords cannot add new severity levels to
13 the grid?

14 A They cannot.

15 Q And Ms. Dachtler, I believe you testified that
16 when CrimSAFE reports records found it means there is at
17 least one criminal record that falls within the CrimSAFE
18 settings that a landlord has entered?

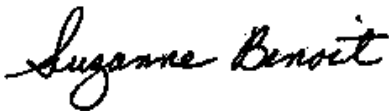
19 A That's correct.

20 Q It's not possible for a landlord to configure
21 CrimSAFE to require multiple criminal records to hit their
22 settings before triggering a records found result,
23 correct?

24 A It is not. But they can review, so if they want
25 to see that there's more than one record before they

1 CERTIFICATE

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Date: 11/27/2022