

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

NATIONAL ASSOCIATION OF
CONSUMER ADVOCATES,

Plaintiff,

v.

RENTGROW, INC., and
YARDI SYSTEMS, INC.,

Defendants.

Case No. 1:24-cv-3218-PLF

OPPOSITION TO PLAINTIFF'S MOTION TO REMAND

TABLE OF CONTENTS

TABLE OF AUTHORITIES ii

INTRODUCTION 1

BACKGROUND 2

PROCEDURAL STANDARD 5

ARGUMENT 6

I. NACA Has Article III Standing..... 6

 A. NACA Has Associational Standing to Sue on Behalf of Its D.C. Consumer
 Members. 6

 B. NACA Has Relator Standing to the Same Extent as It Would Under
 Analogous *Qui Tam* Statutes. 12

II. NACA’s Complaint Raises a Substantial Federal Question. 14

 A. The Federal Question Is Substantial to this Litigation..... 14

 B. Resolving the Federal Issue Is of Substantial Importance to the Federal
 System..... 17

CONCLUSION..... 20

TABLE OF AUTHORITIES

Cases	Page(s)
<i>Am. Humanist Ass’n v. Greenville Cnty. Sch. Dist.</i> , 652 F. App’x 224 (4th Cir. 2016)	9
* <i>Am. Trucking Ass’ns, Inc. v. Fed. Motor Carrier Safety Admin.</i> , 724 F.3d 243 (D.C. Cir. 2013)	7
<i>Animal Legal Def. Fund v. Hormel Foods Corp.</i> , 249 F. Supp. 3d 53 (D.D.C. 2017)	6
* <i>Animal Legal Def. Fund v. Hormel Foods Corp.</i> , 258 A.3d 174 (D.C. 2021)	10, 12, 13
<i>Arenivar v. Manganaro Midatlantic, LLC</i> , 317 F. Supp. 3d 362 (D.D.C. 2018)	6
* <i>Bender v. Jordan</i> , 623 F.3d 1128 (D.C. Cir. 2010)	14, 16, 20
<i>Beyond Pesticides v. Exxon Mobil Corp.</i> , 2021 WL 1092167 (D.D.C. Mar. 22, 2021)	11
<i>Breathe DC v. JUUL Labs, Inc.</i> , 2023 WL 4531767 (D.D.C. July 13, 2023)	11
<i>Broder v. Cablevision Sys. Corp.</i> , 418 F.3d 187 (2d Cir. 2005)	16
<i>Byrd v. VOCA Corp. of Wash.</i> , 962 A.2d 927 (D.C. 2008)	10
<i>Clean Label Project Found. v. Now Health Grp., Inc.</i> , 2021 WL 2809106 (D.D.C. July 6, 2021)	19
<i>D.C. Ass’n of Chartered Pub. Schs. v. D.C.</i> , 930 F.3d 487 (D.C. Cir. 2019)	14
<i>D.C. v. Exxon Mobil Corp.</i> , 89 F.4th 144 (D.C. Cir. 2023)	14
<i>D.C. v. Grp. Hospitalization & Med. Servs., Inc.</i> , 576 F. Supp. 2d 51 (D.D.C. 2008)	20
<i>Dart Cherokee Basin Operating Co., LLC v. Owens</i> , 574 U.S. 81 (2014)	6

<i>Diamond Chem. Co., Inc. v. Atofina Chems., Inc.</i> , 268 F. Supp. 2d 1 (D.D.C. 2003)	9
<i>F.B.I. v. Fikre</i> , 601 U.S. 234 (2024)	6
<i>Food & Water Watch, Inc. v. Tyson Foods, Inc.</i> , 2020 WL 1065553 (D.D.C. Mar. 5, 2020)	11
<i>GTE New Media Servs. Inc. v. BellSouth Corp.</i> , 199 F.3d 1343 (D.C. Cir. 2000)	8
<i>Gunn v. Minton</i> , 568 U.S. 251 (2013)	14, 17
<i>*Herero People’s Reparations Corp. v. Deutsche Bank, A.G.</i> , 370 F.3d 1192 (D.C. Cir. 2004)	17, 20
<i>Inst. for Truth in Mktg. v. Total Health Network Corp.</i> , 321 F. Supp. 3d 76 (D.D.C. 2018)	19
<i>Int’l Lab. Rts. F. v. Bumble Bee Foods, LLC</i> , 2022 WL 16994407 (D.D.C. Nov. 15, 2022)	11
<i>Jenkins v. Howard Univ.</i> , 2023 WL 1070552 (D.D.C. Jan. 27, 2023)	20
<i>Jud. Watch, Inc. v. Tillerson</i> , 293 F. Supp. 3d 33 (D.D.C. 2017)	8
<i>MacPhee v. MiMedx Grp., Inc.</i> , 73 F.4th 1220 (11th Cir. 2023)	8
<i>Merrell Dow Pharms. Inc. v. Thompson</i> , 478 U.S. 804 (1986)	18
<i>Mizell v. SunTrust Bank</i> , 26 F. Supp. 3d 80 (D.D.C. 2014)	6
<i>MobilizeGreen, Inc. v. Cmty. Found. for Nat’l Cap. Region</i> , 101 F. Supp. 3d 36 (D.D.C. 2015)	6
<i>Nat. Res. Def. Council v. Pena</i> , 147 F.3d 1012 (D.C. Cir. 1998)	9
<i>Nat’l Consumers League v. Bimbo Bakeries USA</i> , 46 F. Supp. 3d 64 (D.D.C. 2014)	11

<i>*National Ass’n of Consumer Advocates v. Gemini Trust Co., LLC</i> , 2024 WL 4817122 (D.D.C. Nov. 18, 2024)	1, 7, 10, 11, 17, 20
<i>Organic Consumers Ass’n v. Gen. Mills, Inc.</i> , 2017 WL 2901210 (D.C. Super. Ct. Apr. 27, 2017)	12
<i>*Organic Consumers Ass’n v. Hain Celestial Grp., Inc.</i> , 285 F. Supp. 3d 100 (D.D.C. 2018)	17, 20
<i>Royal Canin U.S.A., Inc. v. Wullschleger</i> , 604 U.S. ---, 2025 WL 96212 (Jan. 15, 2025)	5
<i>Transunion, LLC v. Ramirez</i> , 594 U.S. 413 (2021)	8
<i>US Airways Master Exec. v. Am. W. Master Exec.</i> , 525 F. Supp. 2d 127 (D.D.C. 2007)	10
<i>*Vt. Agency of Nat. Res. v. U.S. ex rel. Stevens</i> , 529 U.S. 765 (2000)	12, 13

Statutes

15 U.S.C. § 1681b(a)(1)	9
15 U.S.C. § 1681e(b)	3, 4
15 U.S.C. § 1681i	3, 4
15 U.S.C. § 1681s	3
28 U.S.C. § 1441(a), (c)	5, 6
D.C. Code § 28-3905(k)(1)(A)	8
D.C. Code § 28-3905(k)(1)(D)	3, 7, 10, 11, 12, 13
D.C. Code § 28-3905(k)(2)	13

INTRODUCTION

The National Association of Consumer Advocates (“NACA”) filed this lawsuit against RentGrow, Inc. based on the theory that RentGrow violates the federal Fair Credit Reporting Act (“FCRA”) because RentGrow’s tenant screening services rely on allegedly inaccurate, outdated, and biased information. Rather than file suit directly under the FCRA, NACA awkwardly seeks to spin RentGrow’s alleged violations of the FCRA into a claim under the D.C. Consumer Protection Procedures Act (“CPPA”), which prohibits unfair and deceptive trade practices in transactions between merchants and consumers in the District.

In its motion to remand, NACA does not dispute that its Complaint presents federal questions. It instead argues that the federal questions raised by its claim are not sufficiently “substantial” to warrant the exercise of federal question jurisdiction and that it has not suffered an Article III injury.

Neither argument has merit. NACA has Article III standing both under principles of associational standing and those that govern *qui tam* statutes analogous to the CPPA provision under which NACA seeks to bring suit. This case differs from the decision in *National Ass’n of Consumer Advocates v. Gemini Trust Co., LLC*, 2024 WL 4817122 (D.D.C. Nov. 18, 2024) (“*Gemini*”), because some of NACA’s own members were screened by RentGrow and therefore subject to the allegedly unlawful screening practices and because the *Gemini* court did not consider whether NACA is the equivalent of a relator seeking to sue under a *qui tam* statute.

Moreover, the federal questions presented in the Complaint are substantial. The Complaint itself contains more than a dozen references to purported FCRA violations that comprise NACA’s CPPA claim, *see* Compl. ¶¶ 2–3 & n.5, 20 & n.7, 30–32 & nn.23–25, 48–49 & n.40, 93, 102, and it otherwise relies heavily on position statements by various federal agencies, including the Federal Trade Commission (“FTC”). Even NACA recognizes that the Complaint’s fundamental theory of

liability is that “Defendants have ‘not met [their] legal obligation under the FCRA.’” Mot. to Remand (“Mot.”), ECF No. 12-1 at 11. The determination of RentGrow’s obligations under, and compliance with, the FCRA will have substantial importance both to this litigation and to the federal system as a whole, including because Congress assigned responsibility for interpreting and applying the FCRA to the federal courts, and because interpreting the FCRA in this case in particular would have significant consequences for RentGrow’s efforts to comply with the FCRA more broadly. Those efforts, in turn, impact the millions of consumers whose screenings would be affected by any changes to RentGrow’s practices or the practices of other tenant screening companies. As a result, the Complaint raises a substantial federal question that gives this Court jurisdiction over this case. This Court should deny NACA’s motion to remand.

BACKGROUND

NACA filed this lawsuit against RentGrow and Yardi Systems, Inc. (“Yardi”), of which RentGrow is a wholly owned subsidiary, in D.C. Superior Court, asserting that RentGrow and Yardi¹ violated the FCRA, and thus the CPPA, through RentGrow’s provision of tenant screening services. *See, e.g.*, Compl. ¶¶ 1–3. RentGrow provides these services to “landlords, property managers, and other housing providers” across the country, including in the District of Columbia, to help screen those companies’ prospective tenants. *Id.* ¶¶ 1, 23. Upon a client’s request, RentGrow merges and assembles tenant screening information about the applicant from third-party data vendors, which it then provides to the client. *See id.* ¶¶ 1, 24, 45. RentGrow’s client may then use—or not—the information provided by RentGrow in deciding whether to offer the applicant a lease. *See id.* ¶ 45.

¹ Yardi does not provide any tenant screening services and, as it has and will continue to argue, is improperly named in this lawsuit. *See Yardi Mot. to Dismiss*, ECF No. 16.

NACA does not allege that it personally has been harmed by RentGrow’s screening services. Instead, NACA brings this lawsuit under D.C. Code § 28-3905(k)(1)(D), a provision of the CPPA that permits public interest organizations to sue only “on behalf of the interests of a consumer or a class of consumers . . . if the consumer or class could bring [such] an action” and if the organization demonstrates “sufficient nexus” to those consumers’ interests. Compl. ¶ 68; D.C. Code § 28-3905(k)(1)(D).

To bring FCRA violations under the CPPA, the Complaint alleges that the CPPA “incorporates” the requirements of the FCRA as well as the substantive guarantees of other laws. Compl. ¶ 3; *see also, e.g., id.* ¶¶ 2–3, 30–31, 53, 55, 93–94, 98–100, 102. The core premise of NACA’s claim is that the FCRA is “incorporated into [the] CPPA via [its] definition of ‘unfair or deceptive trade practice,’” *id.* ¶ 20 n.7, and thus that FCRA violations constitute “unfair or deceptive trade practices” under the CPPA, *id.* ¶ 3 & n.5.

The Complaint itself contains more than a dozen references to purported FCRA violations that NACA asserts amount to “unfair practices” under the CPPA:

- “RentGrow’s Service generates reports based improperly on inaccurate and/or biased information . . . that, while accurate, are more than seven years old and should have been removed from such reports under the [FCRA], 15 U.S.C.S. § 1681 *et seq.*” *Id.* ¶ 2.
- “Consumers are protected from the dissemination of inaccurate information in credit reports and the failure of credit reporting agencies to maintain accurate records by the FCRA.” *Id.* ¶ 3.
- The FCRA “govern[s] the[] use and dissemination” of background screening reports “and require[s] creators and purveyors of these reports to ensure their ‘maximum possible accuracy.’” *Id.* ¶ 20 (quoting 15 U.S.C. § 1681e(b)).
- “RentGrow has failed to adequately validate the outputs of its Service or to test the Service for accuracy and bias risks . . . and fails to adequately mitigate risk . . . in contravention of . . . procedural requirements under the FCRA.” *Id.* ¶ 30 (citing 15 U.S.C. §§ 1681e(b), 1681i, 1681s).

- “RentGrow has not met its legal obligation under the FCRA.” *Id.* ¶ 31 (citing 15 U.S.C. § 1681e(b)).
- “RentGrow’s Service generates reports and recommendations that are fundamentally inaccurate” under the FCRA. *Id.* ¶ 32.
- “RentGrow warrants . . . that it will comply ‘with all laws directly applicable to RentGrow’s performance of [its agreement with DCHA],’ including “the FCRA, 15 U.S.C. § 1681 *et seq.*, which requires RentGrow to maintain certain accuracy and data correction procedures.” *Id.* ¶ 48 (citing 15 U.S.C. §§ 1681e(b), 1681i).
- “RentGrow expressly certifies its compliance with all FCRA obligations.” *Id.* ¶ 49.
- “RentGrow has failed to implement sufficient testing, auditing, evaluation, or other quality control procedures to mitigate the risks of inaccuracies or biases within its Service—procedures that are standard under leading AI and ADM risk management standards and required under the FCRA.” *Id.* ¶ 93.
- “RentGrow’s representations about respecting consumer’s FCRA rights despite engaging in conduct the FTC has said violated FCRA constitute a ‘deceptive’ practice.” *Id.* ¶ 102.

See also Notice of Removal, ECF No. 1, ¶¶ 4, 11 (collecting citations).

NACA also asserts that RentGrow has engaged in deceptive trade practices in violation of the CPPA because, as a result of these purported FCRA violations, RentGrow misrepresents that its service is “reliable for making critical housing decisions” and that “consumers affected by inaccuracies have a reasonable accessible means to mount challenges to reports.” Compl. ¶¶ 92, 95. The Complaint further alleges that “RentGrow’s representations about respecting consumer’s FCRA rights despite engaging in conduct the FTC has said violated FCRA” are deceptive. *Id.* ¶ 102.

With Yardi’s consent, RentGrow removed to this Court on November 14, 2024, because NACA’s CPPA claim “necessarily raise[s] a stated federal issue, actually disputed and substantial, which [this] federal forum may entertain without disturbing any congressionally approved balance of federal and state judicial responsibilities”—*i.e.*, whether RentGrow and Yardi violated the FCRA. Notice of Removal ¶ 4 (quoting *Grable & Sons Metal Prod., Inc. v. Darue Eng’g & Mfg.*,

545 U.S. 308, 314 (2005)). Following removal, NACA requested that RentGrow consent to remand the case to D.C. Superior Court, on the ground that NACA “has not claimed to suffer Article III injury on its own behalf,” and the Complaint “does not raise ‘substantial’ or ‘novel’ questions of federal law giving rise to federal question jurisdiction.” ECF No. 12-3 at 9–10.

Though removal is proper, RentGrow indicated it would be amenable to remand if NACA agreed to “stipulate to withdraw allegations and claims that confirm the absence of federal jurisdiction and correct inaccuracies in NACA’s complaint.” *Id.* at 6; *see also Royal Canin U.S.A., Inc. v. Wullschleger*, 604 U.S. ---, 2025 WL 96212, at *11 (Jan. 15, 2025) (post-removal “deletion of all federal claims deprived the District Court of federal-question jurisdiction”). As relevant here, RentGrow’s proposed stipulation required NACA to confirm that (1) “[a]ll of NACA’s allegations in this case seek to hold Defendants liable for conduct that, if proven, do not constitute a violation of any federal law” and “none of NACA’s allegations or claims seek to challenge conduct that is regulated by the Fair Credit Reporting Act, the Federal Trade Commission Act, or any other provision of federal law,” Patterson Decl. Ex. A ¶ 1; (2) “NACA has not suffered any injury or expended any resources as a result of the conduct alleged in its Complaint,” *id.* ¶ 2; (3) “[n]o member of NACA has suffered any injury or expended any resources as a result of the conduct alleged in the Complaint,” *id.* ¶ 3; and (4) “NACA does not seek in this litigation to recover any monies payable to NACA, including attorneys’ fees,” *id.* ¶ 4. NACA refused to agree to any of these limitations on its claims and the relief that it sought. *See* ECF No. 12-3 at 2–6; Patterson Decl. ¶ 6.

PROCEDURAL STANDARD

A defendant may remove a case from state to federal court if the federal court has “original jurisdiction” over the matter, including if “a claim aris[es] under” federal law. 28 U.S.C. § 1441(a), (c); *id.* § 1331. “[I]f a complaint satisfies the requirements of federal jurisdiction, a [removing]

defendant has a right to have a federal court hear the matter.” *MobilizeGreen, Inc. v. Cmty. Found. for Nat’l Cap. Region*, 101 F. Supp. 3d 36, 41 (D.D.C. 2015); *see also F.B.I. v. Fikre*, 601 U.S. 234, 240 (2024) (“A court with jurisdiction has a virtually unflagging obligation to hear and resolve questions properly before it.”) (internal quotation omitted).

“[T]he party opposing a motion to remand bears the burden of establishing that subject matter jurisdiction exists in federal court.” *Mizell v. SunTrust Bank*, 26 F. Supp. 3d 80, 84 (D.D.C. 2014). The defendant “may submit evidence outside the pleadings, including affidavits, in support of their position.” *Arenivar v. Manganaro Midatlantic, LLC*, 317 F. Supp. 3d 362, 367 (D.D.C. 2018).

ARGUMENT

I. NACA Has Article III Standing.

NACA seeks to remand this case to D.C. Superior Court primarily on the ground that it has not suffered an injury-in-fact sufficient to give it Article III standing to bring this action. Mot. at 4–8. Removal is proper because NACA has Article III standing both under principles of associational standing and those that govern analogous *qui tam* statutes.²

A. NACA Has Associational Standing to Sue on Behalf of Its D.C. Consumer Members.

An organization such as NACA has Article III standing to sue “if (1) at least one of its members would have standing to sue in his own right; (2) the interest it seeks to protect is germane

² NACA attempts to fault RentGrow for not “mention[ing]” Article III standing in its Notice of Removal, but a notice of removal need contain only a “short and plain statement of the grounds for removal.” 28 U.S.C. § 1446(a); *Dart Cherokee Basin Operating Co., LLC v. Owens*, 574 U.S. 81, 87–89 (2014) (holding that “defendant’s notice of removal need include only a plausible allegation that” jurisdictional prerequisites are met); *see also Animal Legal Def. Fund v. Hormel Foods Corp.*, 249 F. Supp. 3d 53, 65 (D.D.C. 2017) (noting that “Defendant’s failure to provide evidence regarding the amount in controversy with its Notice of Removal was not [] fatal to its effort to remove this case in the first instance”). RentGrow’s Notice of Removal is proper, and NACA cites no authority to suggest otherwise. *See* Mot. at 1, 5.

to its purpose; and (3) neither the claim asserted nor the relief requested requires the member to participate in the lawsuit.” *Am. Trucking Ass’n, Inc. v. Fed. Motor Carrier Safety Admin.*, 724 F.3d 243, 247 (D.C. Cir. 2013). NACA’s own allegations show the last two elements are met. NACA alleges that its “primary focus is the protection and representation of consumers,” and that it “serves as a voice for consumers . . . to curb unfair or abusive business practices that harm consumers,” like the ones it alleges in its Complaint. Compl. ¶ 10. NACA further alleges that its CPPA claim does not require the participation of any individual. *Id.* ¶ 82.³ Moreover, NACA conceded that it met these requirements in another CPPA lawsuit it recently filed. *See Gemini*, 2024 WL 4817122, at *1 (noting NACA’s agreement that “the interest pursued in the litigation is ‘germane’ to the association’s purpose, and the action does not require participation from individuals”).

Whether NACA has associational standing thus turns on whether at least one of NACA’s members could have standing to sue RentGrow directly. That is the case here.

Relying on publicly available membership information on NACA’s website, RentGrow appears to have screened several of NACA’s members in connection with applications for rental housing in the District of Columbia. Mihill Decl. ¶¶ 4–6. Those NACA members therefore are among the “consumers” on whose behalf NACA brought this lawsuit, *see, e.g.*, Compl. ¶ 89; D.C. Code § 28-3905(k)(1)(D). As NACA explained in its motion: “NACA alleges that Defendants’ marketing assures D.C. consumers that mechanisms are in place to ensure that tenant screening information sent to landlords is accurate—when in reality, many prospective housing tenants are denied housing based on the services’ inaccurate reports” and Defendants therefore “unfairly cause

³ While these allegations do not satisfy the statutory elements of a CPPA claim, *see* RentGrow Mot. to Dismiss, ECF No. 15, at 9–12, they are sufficient to establish the existence of subject matter jurisdiction here.

harm to D.C. consumers by using flawed and racially biased algorithms.” Mot. at 2. Under NACA’s theory of CPPA liability, NACA’s members who were subject to RentGrow’s allegedly inaccurate marketing and tenant screening practices have standing to bring this lawsuit in their own right. *See Transunion, LLC v. Ramirez*, 594 U.S. 413, 432–33 (2021); *see also* D.C. Code § 28-3905(k)(1)(A) (authorizing consumers to bring CPPA claims). Nothing more is needed to establish NACA’s associational standing.⁴

NACA does not dispute either that RentGrow screened certain of its members or that, at least under NACA’s CPPA theory, those members were allegedly harmed by RentGrow’s screening practices. Even if it were to do so now, jurisdictional discovery would be the appropriate remedy—not remand. “[I]f a party demonstrates that it can supplement its jurisdictional allegations through discovery, then jurisdictional discovery is justified.” *GTE New Media Servs. Inc. v. BellSouth Corp.*, 199 F.3d 1343, 1351 (D.C. Cir. 2000). A party requesting jurisdictional discovery “must have at least a good faith belief that such discovery will enable it to show that the court enjoys jurisdiction over the suit.” *Jud. Watch, Inc. v. Tillerson*, 293 F. Supp. 3d 33, 47 (D.D.C. 2017) (internal quotation omitted), *aff’d sub nom. Jud. Watch, Inc. v. Pompeo*, 744 F.

⁴ The Complaint on its face is also sufficient to satisfy the traceability and redressability requirements of Article III, which NACA’s motion to remand does not contest. For example, the Complaint alleges that “RentGrow’s Service causes enormous harm to D.C. Consumers” because of the allegedly “chronically inaccurate and biased data within RentGrow’s tenant screening reports and recommendations.” Compl. ¶ 53. The Complaint also alleges that injunctive relief would redress that alleged harm, as an order directing RentGrow to comply with the provisions of the FCRA would “avoid” the “inaccurate results” that “Defendants’ tenant screening service [allegedly] produces.” Mot. at 9 (citing Compl. ¶ 2). While these allegations do not plausibly state a CPPA claim, *see, e.g.*, RentGrow Mot. to Dismiss, at 17–18, they suffice to meet Article III’s standing requirements. *See MacPhee v. MiMedx Grp., Inc.*, 73 F.4th 1220, 1240 (11th Cir. 2023) (holding that complaint adequately pled traceability and redressability while failing to adequately allege causation and explaining that “failure to adequately allege an element of a cause of action” is “not the same” as the “nonexistence of . . . Article III standing”).

App’x 3 (D.C. Cir. 2018); *see also Diamond Chem. Co., Inc. v. Atofina Chems., Inc.*, 268 F. Supp. 2d 1, 15 (D.D.C. 2003) (characterizing the standard as “quite liberal”).

Such a good faith basis exists here. Although RentGrow has matched certain publicly available information from NACA’s membership list with the names of persons about whom RentGrow reported information in connection with applications for rental housing in the District of Columbia, additional identifying information would confirm that the screening reports are, in fact, about those individuals. *See* Mihill Decl. ¶ 7. A full list of NACA’s members would also allow RentGrow to determine whether other NACA members have been screened by RentGrow. Moreover, given the opportunity to stipulate to remand and avoid motion practice in this Court, NACA refused to confirm that none of its members suffered any injury as a result of the conduct alleged in its Complaint. *See* Patterson Decl. ¶ 6; *id.*, Ex. A ¶ 3. Under these circumstances, jurisdictional discovery is warranted before this case could be remanded to state court. *See Nat. Res. Def. Council v. Pena*, 147 F.3d 1012, 1024 (D.C. Cir. 1998) (permitting jurisdictional discovery where “the record suggest[ed] at least one way in which the appellees *may* be able to establish their standing”); *Am. Humanist Ass’n v. Greenville Cnty. Sch. Dist.*, 652 F. App’x 224, 229–30 (4th Cir. 2016) (ordering jurisdictional discovery to determine whether plaintiff organization’s members had standing after certain members submitted affidavits that they experienced the conduct challenged in the complaint).⁵

⁵ In view of these individuals’ privacy interests and the general protections of the FCRA, RentGrow has not included the names of the NACA members who were the subject of tenant screening reports that RentGrow provided to housing providers in the District of Columbia. If ordered by the Court, RentGrow could and would provide the names of these NACA members to allow the Court to evaluate its subject matter jurisdiction and NACA’s motion to remand. *See* 15 U.S.C. § 1681b(a)(1) (permitting such information to be furnished “[i]n response to the order of a court”); *see also* Mihill Decl. ¶ 8.

NACA’s attempts to disavow its associational standing are without merit. NACA argues that it lacks standing because it “is *not* bringing suit on behalf of its members” but on behalf of the “general public.” Mot. at 6; *see also id.* at 2, 3, 6, 7 (claiming that NACA is asserting its CPPA claim “on behalf of the general public”). As explained in RentGrow’s motion to dismiss, however, only § 28-3905(k)(1)(C) authorizes suits to be brought “on behalf of the general public.” *See* RentGrow Mot. to Dismiss at 9–10. NACA has not sued under that provision, and indeed, it concedes that § 28-3905(k)(1)(C) is an “entirely different standing provision” for which it would have to demonstrate associational standing. Mot. at 7. Rather, NACA has filed suit under § 28-3905(k)(1)(D), which only gives it standing to sue if it acts on behalf of “a consumer or a class of consumers.” NACA might be “the master of its own pleading,” Mot. at 7, but it cannot have it both ways. Either it meant to sue on behalf of the “general public” under § 28-3905(k)(1)(C)—in which case it is required to have Article III standing⁶—or it is suing on behalf of “a consumer or a class of consumers” under § 28-3905(k)(1)(D), in which case D.C. consumers who are NACA members and have been screened by RentGrow provide NACA with Article III associational standing.

NACA cites no cases which address Article III standing at all, much less that support the proposition that NACA can waive facts establishing that it and its members have Article III standing. *See US Airways Master Exec. v. Am. W. Master Exec.*, 525 F. Supp. 2d 127 (D.D.C. 2007); *Byrd v. VOCA Corp. of Wash.*, 962 A.2d 927 (D.C. 2008). Indeed, the *Gemini* case on which NACA principally relies confirms that a court is not precluded from analyzing whether a plaintiff organization has associational standing to bring a claim under D.C. Code

⁶ *See* Mot. at 7 (acknowledging that (k)(1)(C) “incorporates traditional Article III standing”); *Animal Legal Def. Fund v. Hormel Foods Corp.*, 258 A.3d 174, 182 n.5 (D.C. 2021) (confirming same).

§ 28-3905(k)(1)(D). *See* 2024 WL 4817122, at *1–2 (analyzing whether NACA had associational standing under § 28-3905(k)(1)(D)).

NACA’s reliance on *Gemini* is misplaced. In *Gemini*, there was no indication that any of NACA’s “*formal* members . . . would have standing to sue,” *id.* at *2 (emphasis added). The court’s analysis therefore focused on whether NACA had associational standing on behalf of so-called “functional” members—an argument the court ultimately rejected. *See id.* at *2–3. Here, by contrast, several of NACA’s *formal* members appear to have been screened by RentGrow in connection with their applications for rental housing in the District of Columbia, and thus have standing to sue. Mihill Decl. ¶¶ 4–6; *supra* at 7–9.

The other decisions cited by NACA are likewise distinguishable. NACA claims several cases it cites support its argument that CPPA actions “are frequently remanded even when brought by D.C.-based organizations whose members are necessarily affected along with the rest of the D.C. public by the challenged conduct.” Mot. at 7–8 & n.3. But *none* of those cases considered Article III standing, much less the associational standing question at issue here. *See Int’l Lab. Rts. F. v. Bumble Bee Foods, LLC*, 2022 WL 16994407, at *1 (D.D.C. Nov. 15, 2022) (diversity jurisdiction); *Beyond Pesticides v. Exxon Mobil Corp.*, 2021 WL 1092167, at *1 (D.D.C. Mar. 22, 2021) (diversity and Class Action Fairness Act jurisdiction); *Food & Water Watch, Inc. v. Tyson Foods, Inc.*, 2020 WL 1065553, at *1 (D.D.C. Mar. 5, 2020) (diversity jurisdiction); *Nat’l Consumers League v. Bimbo Bakeries USA*, 46 F. Supp. 3d 64, 68 (D.D.C. 2014) (diversity and Class Action Fairness Act jurisdiction); *Breathe DC v. JUUL Labs, Inc.*, 2023 WL 4531767, at *3 (D.D.C. July 13, 2023) (no federal question jurisdiction when only federal question presented by a defense).

B. NACA Has Relator Standing to the Same Extent as It Would Under Analogous *Qui Tam* Statutes.

NACA also has Article III standing as a relator, just as plaintiffs do under comparable statutes that give third parties the right to bring claims on behalf of injured others. Through D.C. Code § 28-3905(k)(1)(D), the D.C. Council created a statutory cause of action for public interest organizations with “sufficient nexus” to the interests of injured consumers to sue on those consumers’ behalf so long as the consumer or class could bring an action in their own right. *See Animal Legal Def. Fund v. Hormel Foods Corp.*, 258 A.3d 174, 183 (D.C. 2021). A public interest organization that sues under that provision “stand[s] in the shoes” of consumers who could have sued. *Organic Consumers Ass’n v. Gen. Mills, Inc.*, 2017 WL 2901210, at *4 (D.C. Super. Ct. Apr. 27, 2017); *see also* Compl. ¶ 90 (recognizing same).

This statutory right for an organization to sue on behalf of others without demonstrating direct injury to itself invokes “the long tradition of *qui tam* actions in England and the American Colonies.” *Vt. Agency of Nat. Res. v. U.S. ex rel. Stevens*, 529 U.S. 765, 774 (2000). Sometimes called “informer statutes,” these laws allowed persons to bring certain suits “even if they had not suffered an injury themselves.” *Id.* at 775. Notwithstanding the lack of injury by the plaintiff, the Supreme Court has held that actions under these statutes are “cases and controversies of the sort traditionally amenable to, and resolved by, the judicial process” and therefore that *qui tam* relators have Article III standing. *Id.* at 777–78 (holding plaintiff who brought suit under the False Claims Act, which gives an uninjured party the right to press a claim on behalf of the United States, had Article III standing); *see also id.* at 768 n.1 (identifying similar *qui tam* statutes). In such cases, the injury on whose behalf the relator is litigating “suffices to confer standing on [the relator].” *Id.* at 774.

That logic applies equally here. Just as the False Claims Act permits a person to sue “to remedy an injury in fact suffered by the United States,” *id.* at 771, the CPPA permits a public interest organization to sue to remedy an injury in fact suffered by a consumer or class of consumers, D.C. Code § 28-3905(k)(1)(D). Both statutes purport to give the plaintiff “an interest *in the lawsuit*,” not merely in a bounty. *Vt. Agency*, 529 U.S. at 772. And just as the False Claims Act “can reasonably be regarded as effecting a partial assignment of the Government’s damages claim” to a False Claims Act relator, *id.* at 773, the CPPA amounts to a partial assignment of the injured consumer’s or consumers’ claim to a qualified public interest organization, *see* D.C. Code § 28-3905(k)(2) (authorizing plaintiff organization to recover certain relief, including attorney’s fees, while reserving statutory damages for injured consumers).

Recognizing that D.C. Code § 28-3905(k)(1)(D) is a *qui tam*-type statute that assigns injured consumers’ rights to certain public interest organization relators—and therefore gives that organization Article III standing—is also consistent with the D.C. Council’s intent to confer “the full extent of standing” on qualified public service organizations. *Animal Legal Def.*, 258 A.3d at 184 (quoting Consumer Protection Act of 2012, Report on Bill 19-0581, at 6 (Nov. 28, 2012)). That outcome grants not-for-profit organizations standing “beyond what would be afforded under subparagraphs (A)–(C), beyond what would be afforded under a narrow reading of prior D.C. court decisions, and beyond what would be afforded in a federal case under a narrow reading of prior federal court decisions on federal standing.” *Id.*

Accordingly, because NACA is pressing a claim to remedy the alleged injuries of others under a statutory scheme that assigns that right to qualified public interest organizations and gives those organizations a stake both in the way the lawsuit is litigated and in the outcome of the litigation, NACA has Article III standing just as a *qui tam* relator does.

II. NACA's Complaint Raises a Substantial Federal Question.

Federal subject matter jurisdiction also exists over this action because NACA's Complaint, which "expressly premis[es] its DC CPPA claim on alleged violations of the FCRA, . . . 'necessarily raise[s] a stated federal issue, actually disputed and substantial, which [this] federal forum may entertain without disturbing any congressionally approved balance of federal and state judicial responsibilities.'" Notice of Removal ¶ 4 (quoting *Grable*, 545 U.S. at 314). While NACA's Complaint "appears on its face to be one created by state law, . . . the federal courts have jurisdiction when, as here, it is apparent that the federal questions overwhelmingly predominate." *Bender v. Jordan*, 623 F.3d 1128, 1130–31 (D.C. Cir. 2010). For subject matter jurisdiction to exist over such a case, the federal question must be "(1) necessarily raised, (2) actually disputed, (3) substantial, and (4) capable of resolution in federal court without disrupting the federal-state balance approved by Congress." *D.C. v. Exxon Mobil Corp.*, 89 F.4th 144, 154 (D.C. Cir. 2023) (quoting *Gunn v. Minton*, 568 U.S. 251, 258 (2013)).

NACA does not dispute that its Complaint necessarily raises a federal question under the FCRA, Notice of Removal ¶¶ 10–16, that Defendants' alleged compliance with the FCRA is actually disputed, *id.* ¶¶ 21–22, and that this case is capable of resolution in this Court without disrupting the federal-state balance, *id.* ¶ 23. Instead, the sole basis NACA asserts for remand is that the federal issue is not "substantial." Mot. at 9–12. NACA is wrong: the federal question raised by NACA's complaint is substantial both to this litigation and to the federal system as a whole.

A. The Federal Question Is Substantial to this Litigation.

NACA cannot credibly dispute that the allegations in its Complaint regarding RentGrow's FCRA compliance are "'an essential part of [its] affirmative claim' rather than a 'response to an anticipated defense.'" *Exxon Mobil*, 89 F.4th at 154 (quoting *D.C. Ass'n of Chartered Pub. Schs.*

v. D.C., 930 F.3d 487, 491 (D.C. Cir. 2019)). NACA’s primary theory of liability is that RentGrow engages in conduct that allegedly violates the FCRA, *e.g.*, Notice of Removal ¶¶ 14–16, as evidenced by more than a dozen references in the Complaint to purported FCRA violations that NACA asserts also violate the CPPA, *id.* ¶ 11. In its motion to remand, NACA concedes that its CPPA claim is grounded in allegations “that Defendants misrepresent whether they comply with FCRA,” Mot. at 8, that “FCRA compliance would avoid” the “inaccurate results” alleged in the Complaint, *id.* at 9 (citing Compl. ¶ 2), and that “Defendants have ‘not met [their] legal obligation under the FCRA,’” which NACA argues “relate[s] . . . to Defendants’ services being ‘unfair to District consumers,’” *id.* at 11 (quoting Compl. ¶¶ 31, 53). In other words, NACA concedes that its CPPA claim turns significantly, if not exclusively, on proving RentGrow violated the FCRA.

NACA’s argument that its CPPA “claim is not based upon an underlying violation of federal law” is thus entirely wrong. Mot. at 8. Before filing its motion to remand, NACA refused to stipulate that its “allegations in this case seek to hold Defendants liable for conduct that, if proven, do not constitute a violation of any federal law.” Patterson Decl. Ex. A ¶ 1. Even now, NACA’s motion to remand does not address *any* of the allegations in its Complaint—and cited in RentGrow’s Notice of Removal—that explicitly allege violations of the FCRA. Nor does NACA say which of its other “various allegations” supposedly do not depend on resolving questions of federal law. Mot. at 8–11.

It is clear that NACA cannot do so, as even those allegations that do not expressly invoke the FCRA are nonetheless predicated on violations of federal law. The Complaint asserts that RentGrow’s “fail[ure] to implement . . . leading AI and ADM risk management standards”—standards NACA contends are “required under the FCRA”—exacerbates alleged “inaccuracies and biases” in RentGrow’s screening services. Compl. ¶ 93. The Complaint further asserts that it

would “be a violation of the FTC Act” to “deploy AI before taking steps to assess or mitigate risks,” as well as “to make claims about AI that are not substantiated” *id.* ¶ 76; *see also id.* ¶¶ 74–78 (quoting various FTC policy statements or guidance regarding use of AI and requirements of FTC Act). And while NACA also claims that RentGrow’s conduct is inconsistent with “industry standards,” *id.* ¶¶ 22, 32, the standards it cites draw almost entirely from statements of *federal* policy, *id.* ¶ 22 & n.9 (citing sources from the Executive Office of the President, Office of Management and Budget; National Institute of Standards and Technology, U.S. Department of Commerce; White House Office of Science and Technology Policy; and Executive Order No. 14,110; as well as the international Organisation for Economic Co-operation and Development).

The same is true of NACA’s deception claim. The Complaint identifies only two alleged deceptive statements, one of which is a general business assertion and the other a contract provision not directed to D.C. consumers. *See* RentGrow Mot. to Dismiss at 13–14. Regardless, the claim also is explicitly premised on whether RentGrow complies with the FCRA. *See* Compl. ¶ 102 (“RentGrow’s representations about respecting consumer’s FCRA rights despite engaging in conduct the FTC has said violated FCRA constitute a ‘deceptive’ practice.”).

NACA’s sporadic invocations of D.C. law, *see, e.g., id.* ¶ 79 (citing the D.C. Human Rights Act); *id.* ¶ 64 (citing Chapter 46 of the D.C. Code), do not warrant a contrary conclusion. The fact that the state-law aspects of NACA’s case are “logically separable” from its federal ones means that NACA’s CPPA claim presents a federal claim.⁷ *See Broder v. Cablevision Sys. Corp.*, 418 F.3d 187, 194–95 (2d Cir. 2005) (concluding that a state-law deceptive practices cause of action premised on violations of both federal and state law was within the court’s *Grable* jurisdiction).

⁷ Moreover, any remaining allegations not predicated on interpretations of federal law are patently false, *see* Notice of Removal ¶¶ 12–13, and can in any event be dismissed at the outset of the case, *see* RentGrow Mot. to Dismiss, at 14–18.

The D.C. Circuit has readily concluded that a complaint presents a “substantial” federal question in similar circumstances. *See, e.g., Bender*, 623 F.3d at 1130–31 (holding that jurisdiction exists where “the parties’ legal duties turn almost entirely on the proper interpretation of [a federal] regulation”); *Herero People’s Reparations Corp. v. Deutsche Bank, A.G.*, 370 F.3d 1192, 1195 (D.C. Cir. 2004) (holding there was a federal question where plaintiff’s “legal theory” relied on the Alien Tort Act, despite plaintiff’s attempt to “disclaim reliance” on that law). Another court in this District likewise held that the federal question raised by a CPPA claim was substantial because it was based on allegations “that the products contain synthetic ingredients that are not permitted under [a federal statute], and thus the ‘organic’ label [was] a misrepresentation that violates the CPPA.” *Organic Consumers Ass’n v. Hain Celestial Grp., Inc.*, 285 F. Supp. 3d 100, 101, 102 n.2 (D.D.C. 2018). As in *Hain Celestial*, NACA’s CPPA claim depends on its multitude of allegations that Defendants violated federal law. *See* Notice of Removal ¶¶ 10, 11, 14–16. Although RentGrow’s Notice of Removal cited each of these cases as supporting removal here, *id.* ¶¶ 14, 16, NACA’s motion conspicuously fails to address any of them.

Instead, NACA retorts that the federal question presented here is “more attenuated than in *Gemini*.” Mot. at 8. But, as NACA acknowledges, the court in *Gemini* did not reach the issue of federal question jurisdiction. *Gemini*, 2024 WL 4817122, at *1 n.1. *Gemini* therefore is no help to NACA on this issue.

B. Resolving the Federal Issue Is of Substantial Importance to the Federal System.

Resolving whether Defendants have “met [their] legal obligation under the FCRA,” Mot. at 11 (quoting Compl. ¶ 31), is of substantial importance to the federal system as a whole. *See Gunn*, 568 U.S. at 260. As explained in RentGrow’s Notice of Removal, FCRA compliance is important to the federal system because (1) Congress provided federal remedies for violations of

the FCRA, evidencing the importance it placed on federal courts interpreting and applying the FCRA; (2) interpretation of the FCRA in this case would impact the thousands of consumers whose rental applications are evaluated by housing providers in the District of Columbia, and millions of consumers nationwide; and (3) NACA’s request for injunctive relief in this case means that resolution of this issue will impact RentGrow’s efforts to comply with the FCRA more generally, far beyond the present dispute with NACA. *See* Notice of Removal ¶¶ 18–20. NACA’s arguments to the contrary are not persuasive.

First, NACA argues that “the resolution of NACA’s CPPA claim cannot undermine the body of FCRA law” because the only question is “whether there is an alleged unfair practice” under the CPPA. Mot. at 10 (quotation omitted). But as explained above, NACA’s Complaint itself explicitly and repeatedly premises the ultimate question of whether Defendants have engaged in “unfair” or “deceptive” practices under the CPPA on purported violations of the FCRA and other federal law. *See, e.g.*, Compl. ¶ 3 & n.5 (alleging that FCRA violations are “unfair or deceptive trade practices”); *id.* ¶ 20 n.7 (alleging that the FCRA is “incorporated into CPPA via definition of ‘unfair or deceptive trade practice’”); *see also* Notice of Removal ¶¶ 4, 11 (collecting allegations regarding purported FCRA violations). NACA’s motion to remand recognizes as much. *See supra* at 15. As a result, whether RentGrow’s screening practices violate the CPPA will turn on whether RentGrow complied with the FCRA, and a federal court should be responsible for interpreting RentGrow’s obligations under the FCRA.

To hold otherwise would undermine Congress’s creation of a private right of action under the FCRA, which “reinforc[es] the substantial importance of fair and accurate consumer reporting to the functioning of the national consumer credit market” and evidences Congress’s intent to “ensure[] that federal courts would be tasked with interpreting and applying the FCRA in a

consistent and uniform manner.” Notice of Removal ¶ 18; *cf. Merrell Dow Pharms. Inc. v. Thompson*, 478 U.S. 804, 814 (1986) (holding that Congress’s decision *not* to create a federal remedy in other situations is “tantamount to a congressional conclusion” that a claimed violation of the federal statute under a state law cause of action “is insufficiently ‘substantial’ to confer federal-question jurisdiction”); *Inst. for Truth in Mktg. v. Total Health Network Corp.*, 321 F. Supp. 3d 76, 86 (D.D.C. 2018) (finding no substantial federal question because the federal statute at issue did not confer a private right of action); *Clean Label Project Found. v. Now Health Grp., Inc.*, 2021 WL 2809106, at *8 (D.D.C. July 6, 2021) (same). NACA should not be permitted to circumvent the federal courts’ responsibility to decide these important issues by bootstrapping an FCRA violation into a state law claim.

Second, NACA argues that this case is not “one of national implications” because “[a] Superior Court conclusion that Defendants have engaged in [an] unfair trade practice in the District will have no effect on FCRA’s wider application,” and “a consumer elsewhere will not be able to rely on any ruling here for effect under another State’s law.” Mot. at 11–12. That position overlooks that “this is not a ‘backward-looking’ case in which resolution of the federal question is merely an element of Plaintiff’s present state-law claim.” Notice of Removal ¶ 20. Rather, NACA is pursuing primarily injunctive relief in this case. Resolving this action in NACA’s favor would broadly impact RentGrow’s operations on a forward-looking basis and interfere with the robust measures RentGrow is already taking to comply with the FCRA more generally (to say nothing of other credit reporting agencies that rely on FCRA precedent to inform their compliance), far beyond the present dispute with NACA. *Id.* Any order requiring RentGrow to change its FCRA compliance practices will impact its practices with respect to *all* its consumers, and not merely those it services in the District. Given the nature of the dispute, resolution of NACA’s CPPA claim

thus has the potential to impact “hundreds of thousands” of consumers beyond the parties themselves, a fact that NACA does not dispute. *See* Notice of Removal ¶ 19 & n.2. Courts in this District have held federal questions to be substantial on the basis of the number of people who will be impacted by a decision. *D.C. v. Grp. Hospitalization & Med. Servs., Inc.*, 576 F. Supp. 2d 51, 56 (D.D.C. 2008); *see also Jenkins v. Howard Univ.*, 2023 WL 1070552, at *4 (D.D.C. Jan. 27, 2023) (holding federal issue substantial where resolution “will affect not only the institution itself, but over 100,000 of Howard’s living alumni, in addition to present and future students, faculty, and staff”) (internal quotation omitted). NACA’s CPPA claim therefore raises a “substantial” federal question, and subject matter jurisdiction exists in this Court.

Contrary to NACA’s suggestion, it makes no difference for jurisdictional purposes whether Defendants “plan to offer evidence of FCRA compliance as a defense to NACA’s allegations” or whether NACA’s claims are preempted by the FCRA. Mot. at 10–11. Federal jurisdiction here is grounded not on any federal defense, but on the Complaint’s primary theory of liability, which rests entirely and exclusively on alleged violations of federal law. *See* Notice of Removal ¶¶ 11–16. Courts have found that a federal question is “substantial” in such circumstances. *See Bender*, 623 F.3d at 1130–31; *Herero People’s Reparations Corp.*, 370 F.3d at 1195; *Hain Celestial Grp., Inc.*, 285 F. Supp. 3d at 101, 102 n.2.

CONCLUSION

For all of these reasons, the Court should deny NACA’s motion to remand.⁸ Should the Court, however, determine that jurisdictional discovery is necessary to resolve NACA’s Article III

⁸ NACA observes in a footnote that a court “may require” payment of costs and expenses upon remand. Mot. at 1 n.1. NACA does not actually request that this Court issue such an order, and there is no basis to do so here. *See, e.g., Gemini*, 2024 WL 4817122, at *4 (rejecting request for fees and explaining that “[s]uch an order is appropriate only where the removing party lacked an objectively reasonable basis for seeking removal or where unusual circumstances warrant fees”) (internal quotation omitted).

standing, the Court should order the parties to meet and confer on a plan for discovery into whether NACA's members have Article III standing to sue.

January 31, 2025

Respectfully submitted,

/s/ Andrew Soukup

Valerie L. Hletko (D.C. Bar No. 485610)
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*Counsel for Defendant RentGrow, Inc. and
Yardi Systems, Inc.*

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

NATIONAL ASSOCIATION OF
CONSUMER ADVOCATES,

Plaintiff,

v.

RENTGROW, INC., and
YARDI SYSTEMS, INC.,

Defendants.

Case No. 1:24-cv-3218-PLF

**DECLARATION OF SHAWN MIHILL IN SUPPORT OF
OPPOSITION TO PLAINTIFF'S MOTION TO REMAND**

1. I, Shawn Mihill, declare as follows:
2. I am an in-house attorney for one of the defendants in this litigation and provide legal services to RentGrow, Inc. ("RentGrow"). I submit this declaration in support of RentGrow's opposition to Plaintiff's motion to remand the above-captioned litigation to D.C. Superior Court. This declaration is based on my personal knowledge and review of business records and information within the knowledge of RentGrow. If called upon, I could competently testify thereto.
3. RentGrow provides tenant screening services to its landlord and property management clients, including those within the District of Columbia.
4. I reviewed Plaintiff National Association of Consumer Advocates' ("NACA") website at www.consumeradvocates.org (the "NACA Website"). The NACA Website contains a directory of individuals identified as members of NACA. See <https://www.consumeradvocates.org/findanattorney/>. In a filing by NACA in *National Association of Consumer Advocates v. Gemini Trust Co., LLC*, Case No. 1:24-cv-02356 (D.D.C.),

NACA represented that this webpage lists “D.C.-based NACA members.” Reply in Support of Mot. to Remand, ECF No. 20, at 7.

5. The directory can be filtered by state or territory, including the District of Columbia. As of November 2024, applying this filter for “DC” returned the names of 20 individuals.

6. I cross-referenced the individuals in the NACA Website directory filtered for “DC” with RentGrow’s records, and identified two individuals who appear to have been screened by RentGrow in 2023.

7. The last four digits of Social Security numbers and dates of birth would establish definitively that the individuals listed on the NACA Website are the same individuals associated with these screenings, but review of publicly available information gives me a high degree of confidence that they are.

8. In view of these individuals’ privacy interests and the general protections of the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, I have not included in this declaration the names of the NACA members that were the subject of tenant screenings that RentGrow provided to housing providers in the District of Columbia. If ordered by the Court, RentGrow could and would provide the names of the NACA members screened by RentGrow in 2023 to allow the Court to evaluate its subject matter jurisdiction and NACA’s motion to remand. *See* 15 U.S.C. § 1681b(a)(1).

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed on January 30, 2025 at Waltham, Massachusetts.



Shawn Mihill

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

NATIONAL ASSOCIATION OF
CONSUMER ADVOCATES,

Plaintiff,

v.

RENTGROW, INC., and
YARDI SYSTEMS, INC.,

Defendants.

Case No. 1:24-cv-3218-PLF

**DECLARATION OF JEHAN A. PATTERSON IN SUPPORT OF
OPPOSITION TO PLAINTIFF'S MOTION TO REMAND**

1. I, Jehan A. Patterson, declare as follows:
2. I am Of Counsel at Covington & Burling LLP, which is counsel for Defendants RentGrow, Inc. ("RentGrow") and Yardi Systems, Inc. ("Yardi") in the above-captioned litigation. I submit this declaration to provide information relevant to the resolution of Plaintiff's motion to remand the above-captioned litigation to D.C. Superior Court. This declaration is based on my personal knowledge and documents in the possession of my law firm. If called upon, I could competently testify thereto.
3. On November 18, 2024, counsel for NACA "request[ed] that [Defendants] consent to remand of [this] action immediately, without further troubling the federal court." Exhibit A to Declaration of P. Renée Wicklund, ECF No. 12-3, at 9.
4. My colleagues and I responded on December 3, 2024. While we maintained that removal was proper, we offered to "meet and confer about the possibility of remand" insofar as the parties could agree on a stipulation that NACA would "withdraw allegations and claims that confirm the absence of federal jurisdiction and correct inaccuracies in NACA's complaint." *Id.*

at 6. To facilitate that meet-and-confer discussion, we provided a draft stipulation (the “Proposed Stipulation”). *See id.*

5. A true and correct copy of the Proposed Stipulation, which was not attached to Ms. Wicklund’s declaration, is attached as **Exhibit A**. The Proposed Stipulation included, among others, paragraphs stipulating that:

a. “All of NACA’s allegations in this case seek to hold Defendants liable for conduct that, if proven, do not constitute a violation of any federal law. For the avoidance of doubt, none of NACA’s allegations or claims seek to challenge conduct that is regulated by the Fair Credit Reporting Act, the Federal Trade Commission Act, or any other provision of federal law,” Proposed Stipulation ¶ 1; and

b. “No member of NACA has suffered any injury or expended any resources as a result of the conduct alleged in the Complaint,” Proposed Stipulation ¶ 3.

6. The parties met and conferred by videoconference on December 11, 2024. On that call, my colleagues and I asked counsel for NACA if NACA would agree to the Proposed Stipulation in full or in part. Counsel for NACA indicated that they would not agree to a single paragraph of the Proposed Stipulation.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed on January 31, 2025, at Lorton, Virginia.

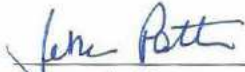

Jehan A. Patterson

Exhibit A

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

NATIONAL ASSOCIATION OF
CONSUMER ADVOCATES,

Plaintiff,

v.

RENTGROW, INC., and
YARDI SYSTEMS, INC.,

Defendants.

Case No. 1:24-cv-3218-PLF

Removed from the Superior Court of the
District of Columbia, Civil Division,
Case No. 2024-CAB-6253

JOINT STIPULATION TO REMAND

Plaintiff National Association of Consumer Advocates (“NACA”) and Defendant RentGrow, Inc. (“RentGrow”) jointly stipulate to remand this action to the Superior Court of the District of Columbia. In support of remand, the parties stipulate as follows:

1. All of NACA’s allegations in this case seek to hold Defendants liable for conduct that, if proven, do not constitute a violation of any federal law. For the avoidance of doubt, none of NACA’s allegations or claims seek to challenge conduct that is regulated by the Fair Credit Reporting Act, the Federal Trade Commission Act, or any other provision of federal law.
2. NACA has not suffered any injury or expended any resources as a result of the conduct alleged in its Complaint (ECF No. 1-1).
3. No member of NACA has suffered any injury or expended any resources as a result of the conduct alleged in the Complaint.
4. NACA does not seek in this litigation to recover any monies payable to NACA, including attorneys’ fees.

5. NACA is not aware of any specific District of Columbia consumer who was denied housing due to information provided by Defendants.

6. NACA is not aware of any specific District of Columbia consumer who was screened for housing using Defendants' services and whose screening report was inaccurate or contained information more than seven years old that cannot be reported under the Fair Credit Reporting Act.

7. NACA is not aware of any specific District of Columbia consumer who alleges that Defendants' dispute procedures are inadequate.

8. Within 21 days of remand to the D.C. Superior Court, NACA shall file an amended complaint that:

- a. Removes Defendant Yardi Systems, Inc. as a defendant;
- b. Removes all allegations that RentGrow uses artificial intelligence or Automated Decision Making systems;
- c. Removes all allegations that RentGrow sources information from TransUnion Background Data Solutions;
- d. Removes any request for attorneys' fees; and
- e. Does not add any additional claims or parties.

9. NACA and Defendants shall bear their own attorneys' fees and costs with respect to the removal and subsequent remand of this case pursuant to this stipulation and order.

Dated this [DATE].

/s/ DRAFT

Kim E. Richman (D.C. Bar No. 1022978)
RICHMAN LAW & POLICY
1 Bridge Street, Ste. 83

Respectfully submitted,

/s/ DRAFT

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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

NATIONAL ASSOCIATION OF
CONSUMER ADVOCATES,

Plaintiff,

v.

RENTGROW, INC., and
YARDI SYSTEMS, INC.,

Defendants.

Case No. 1:24-cv-3218-PLF

Removed from the Superior Court of the
District of Columbia, Civil Division,
Case No. 2024-CAB-6253

[PROPOSED]
ORDER GRANTING JOINT STIPULATION TO REMAND

On December [DATE] 2024, Plaintiff National Association of Consumer Advocates and Defendant RentGrow, Inc. (collectively, “the Parties”) filed a Joint Stipulation to Remand. The Court, having reviewed that stipulation and good cause appearing, orders as follows:

1. The Parties’ stipulation is GRANTED;
2. The above-referenced action is hereby remanded to the Superior Court of the District of Columbia.

SO ORDERED this [DATE].

THE HONORABLE PAUL L. FRIEDMAN

UNITED STATES DISTRICT JUDGE