

## Fair Credit Reporting Act Data Furnishing Policy

### I. Background.

- A. **In General.** **KD Shamrock Properties LLC d/b/a Shamrock Property Management** (“**Shamrock**”) is engaged in, among other things, the business of managing residential rental properties owned by it and others. As part of this management business, **Shamrock** collects rental payments from consumers with respect to these rental properties. **Shamrock** intends to furnish information to Experian RentBureau (“**RentBureau**”), a consumer reporting agency, regarding **Shamrock**’s transactions and experiences with consumers relating to their payment histories for residential properties that **Shamrock** and others have rented to such consumers.
- B. **Purpose.** This Fair Credit Reporting Act Data Furnishing Policy (“**Policy**”) is designed to comply with the requirements that the federal Fair Credit Reporting Act (“**FCRA**”) imposes on furnishers of information to consumer reporting agencies, including the federal rules implementing the FCRA requirement that each furnisher must establish and implement reasonable written policies and procedures regarding the accuracy and integrity of the information relating to consumers that it furnishes to a consumer reporting agency. *See, e.g.*, 15 U.S.C. § 1681s-2; 16 C.F.R. pt. 660.
- C. **Process.** In developing this Policy, **Shamrock** has:
1. considered the requirements that the FCRA imposes on furnishers of information to consumer reporting agencies;
  2. conducted a risk assessment relating to its practices and procedures that may impact the accuracy and integrity of information that it furnishes to RentBureau; and
  3. conferred with RentBureau regarding how **Shamrock** can furnish the type of information required by RentBureau in an appropriate form, format and manner.

### II. Objectives. This Policy is designed to ensure, among other things, that:

- A. information furnished by **Shamrock** to RentBureau identifies the appropriate consumer, reflects the terms of, and liability for, the consumer’s rental agreement and reflects the consumer’s performance with respect to such rental agreement;
- B. information furnished by **Shamrock** to RentBureau is substantiated by **Shamrock**’s records at the time it is furnished;

- C. information is furnished by **Shamrock** to RentBureau in a form and manner that is designed to minimize the likelihood that the information may be incorrectly reflected in a consumer report by, among other things, being furnished in a standardized and clearly understandable form and manner and with a date specifying the time period to which the information pertains;
- D. information furnished by **Shamrock** to RentBureau is updated, as necessary, so that it reflects the current status of the consumer's account; and
- E. **Shamrock** conducts reasonable investigations of consumer disputes regarding information that **Shamrock** has furnished to RentBureau, where required, and takes appropriate actions based on the outcomes of such investigations.

### III. Furnishing Generally.

- A. **In General.** **Shamrock** will not furnish any information relating to a consumer to RentBureau that **Shamrock** knows is not accurate or that **Shamrock** has specific knowledge that would cause a reasonable person to have substantial doubts about the accuracy of the information.
- B. **Method.** **Shamrock** will furnish information to RentBureau in an automated and electronic fashion. Specifically, RentBureau will electronically collect information from **Shamrock**'s account management system. The data transmission mechanism has been designed by RentBureau specifically to allow furnishers, like **Shamrock**, to provide RentBureau with the data types that RentBureau requires in an automated, electronic and standardized form and format.
- C. **Frequency.** **Shamrock** will furnish information to RentBureau on a daily basis. As a result, any changes made by **Shamrock** to information regarding a consumer in its account management system and regarding which **Shamrock** furnishes to RentBureau generally will be transmitted to RentBureau within [**one day**] of such information being updated or entered into the account management system.
- D. **Data.** **Shamrock** will furnish the following types of information, where applicable, regarding a consumer that has a rental agreement for a residential property managed by **Shamrock**:
  - 1. the identifying information relating to the consumer that is requested by RentBureau, specifically: (a) first and last name; (b) date of birth; and (c) full address for place of residence (street, city, state and zip code);
  - 2. identifying information relating to the property rented by the consumer, including: (a) property name; (b) property address (street, city, state and zip code); and (c) property phone number; and

3. information regarding the rental agreement and the consumer's payment performance with respect to the rental agreement, including: (a) status (current (open) or historical (closed)); (b) lease start and end dates; (c) move-in date; (d) date of last activity; (e) monthly rent amount; (f) date of last payment; (g) late payment status; and (h) information regarding late payment history (*e.g.*, total number of late payments in the most recent 24 months).

#### **IV. Procedures.**

- A. **Rental Agreements.** The **Shamrock** employee or other personnel ("Property Manager") shall follow standard **Shamrock** procedures with respect to, and shall be responsible for, entering each new and amended rental agreement with a consumer into the account management system.
- B. **Rental Payments.** When a consumer makes a rental payment, the Property Manager responsible for the property shall enter a record of such rental payment into the account management system.
- C. **Discrepancies.** Whenever **Shamrock** has reason to believe that any information provided by a Property Manager may not be accurate (*e.g.*, a record of payment is not consistent with a copy of payment or the deposit), **Shamrock** shall reconcile the discrepancy and, where appropriate, enter updated and accurate information into the account management system.
- D. **Updates.** **Shamrock** shall, as appropriate, delete, update and correct information in the account management system regarding a consumer where necessary to ensure that information contained in the account management system regarding such consumer is accurate. By correcting information in the account management system, such information will be promptly updated at RentBureau.
- E. **Recordkeeping.** **Shamrock** shall maintain a record of each rental agreement and rental payment for a period of not less than [years] following the consumer's move-out date from the relevant property.
- F. **Disputes.** **Shamrock** shall conduct reasonable investigations of consumer disputes regarding information **Shamrock** has furnished to RentBureau, in accordance with the requirements of Section V.
- G. **Testing.** Not less than annually, **Shamrock** shall verify the accuracy of a random sample of information provided to RentBureau.
- H. **Training.** **Shamrock** shall provide training to its staff regarding **Shamrock's** standard procedures for entering rental agreement and payment records into the

account management system, including verifying information where discrepancies are identified and updating information where appropriate, and the need for entering accurate information into the account management system.

**V. Consumer Disputes.**

**A. In General. Shamrock** will conduct a reasonable investigation of:

1. any consumer dispute regarding the accuracy or completeness of information furnished to RentBureau by **Shamrock** that is forwarded to **Shamrock** by RentBureau; and
2. any dispute submitted directly to **Shamrock** by a consumer concerning the accuracy of any information furnished to RentBureau, contained in a RentBureau consumer report and pertaining to an account that **Shamrock** has or had with the consumer (“Direct Dispute”) that relates to:
  - a. the consumer’s liability for a rental agreement, such as a Direct Dispute relating to whether there is or has been identity theft or fraud against the consumer or whether there is individual or joint liability for the rental agreement;
  - b. the terms of a rental agreement with **Shamrock**, such as a Direct Dispute relating to the balance or scheduled payment amount on the account; or
  - c. the consumer’s performance or other conduct concerning a rental agreement with **Shamrock**, such as a Direct Disputes relating to the current payment status, amount owed, the date or amount of a payment or the date the agreement was terminated.

**B. Shamrock Dispute Address. Shamrock** will provide RentBureau with a **Shamrock** address that RentBureau will include in all consumer reports provided to end users that include information furnished by **Shamrock** and to which consumers may submit Direct Disputes to **Shamrock** regarding information that **Shamrock** has provided to RentBureau.

**C. Resolving Disputes.** After receiving a consumer dispute from RentBureau or receiving a Direct Dispute from a consumer, **Shamrock** will:

1. review all relevant information provided by, as applicable, RentBureau or the consumer;
2. conduct a reasonable investigation with respect to the disputed information;

3. complete the investigation within thirty (30) calendar days; and
4. if the investigation finds that the information reported was not accurate or complete, promptly update the account management system.

**D. Investigations of Direct Disputes Not Required.** Shamrock will not investigate a Direct Dispute if the Dispute relates to the following information included in a RentBureau report or a report using RentBureau data:

1. the Dispute relates to the consumer's identifying information, such as name, telephone number or address as reflected in a RentBureau report;
2. the Dispute relates to the identity of the consumer's past or present employer as reflected in a RentBureau report;
3. the Dispute relates to inquiries or requests for a consumer report;
4. the Dispute relates to information related to fraud alerts or active duty alerts;
5. the Dispute relates to information provided to RentBureau by another furnisher;
6. if the consumer did not provide sufficient information to identify the rental agreement that is in dispute, the specific information that the consumer is disputing or an explanation of the basis for the dispute or any supporting documentation or other information reasonably required by **Shamrock** to substantiate the basis of the dispute;
7. the Dispute is substantially the same as a dispute previously submitted by, or on behalf of, the consumer, either directly to **Shamrock** or through RentBureau, with respect to which **Shamrock** has already satisfied the applicable requirements of this Section V, provided that a Direct Dispute is not substantially the same as a dispute previously submitted if the Dispute includes information listed in Section V.D.7 that had not previously been provided to **Shamrock**; or
8. **Shamrock** has a reasonable belief that the direct dispute was submitted by, was prepared on behalf of the consumer by or was submitted on a form supplied to the consumer by a credit repair organization.

**E. Notices to RentBureau.**

1. If **Shamrock** receives a dispute from a consumer regarding the completeness or accuracy of any information furnished by **Shamrock** to RentBureau, **Shamrock** shall promptly provide notice to RentBureau that such information has been disputed by the consumer if **Shamrock** intends to furnish such information again.
2. If **Shamrock** furnishes information to RentBureau regarding a rental agreement being placed for collection, charged to profit or loss or subjected to similar action, **Shamrock** shall, within ninety (90) days after furnishing the information, notify RentBureau of the month and year that the account became delinquent.

F. **Notice to Consumer.** If **Shamrock** receives a Direct Dispute from a consumer, but does not investigate such dispute for any reason identified in Section V.D., **Shamrock** shall notify the consumer by mail of its determination within five (5) business days of making such determination and shall include with such notice the reasons for such determination and identify the information, if any, required to investigate the disputed information.

G. **Identity Theft.**

1. **RentBureau Blocking Notice.** **Shamrock** shall follow RentBureau procedures to ensure that **Shamrock** does not re-furnish information that has been blocked pursuant to Section 605B of the FCRA.
2. **Consumer Identity Theft Report.**
  - a. **Address.** **Shamrock** shall maintain an address to which a consumer may submit an identity theft report and a statement that information maintained by **Shamrock** and purporting to relate to the consumer resulted from identity theft.
  - b. **Blocking.** If a consumer submits an identity theft report to **Shamrock** at the address indicated directly above and includes a statement that information maintained by **Shamrock** that purports to relate to the consumer actually resulted from identity theft, **Shamrock** shall promptly notify RentBureau.
  - c. **Identity Theft Report Defined.** For purposes of this Policy, the term “identity theft report” shall mean a report that: (1) alleges identity theft with as much specificity as the consumer can provide; (2) is a copy of an official, valid report filed by the consumer with a federal, state or local law enforcement agency, the filing of which subjects the person filing the report to criminal penalties relating to the filing of false information if, in fact, the

information in the report is false; and (3) may include additional information or documentation that **Shamrock** reasonably requests for the purpose of determining the validity of the alleged identity theft, provided that **Shamrock**: (i) makes such request no later than fifteen (15) days after the date of receipt of the copy of the report filed with law enforcement; (ii) makes any supplemental requests for information or documentation and final determination on the acceptance of the identity theft report within another fifteen (15) days after its initial request for information or documentation; and (iii) shall have five (5) days to make a final determination on the acceptance of the identity theft report, in the event that **Shamrock** receives any such additional information or documentation on the eleventh day or later within the fifteen-day period set forth in (ii).

**VI. Administration of Policy.**

- A. **Effective Date.** This Policy is effective as of **July 15, 2020**.
- B. **Policy Owner.** This Policy shall be maintained and monitored by **Ellen Derrick, Operations Manager** (“Policy Owner”).
- C. **Maintenance of Policy.** The Policy Owner shall be responsible for reviewing the Policy not less than every two (2) years and updating the procedures contained in the Policy, as necessary, in order to ensure their continued effectiveness.