

the Commission hereby makes the following jurisdictional findings and issues the following Decision and Order (“Order”):

1. Respondent is a corporation organized, existing and doing business under and by virtue of the laws of the State of Delaware with its office and principal place of business located at 40 Pacifica Irvine, California, 92618-471.
2. The Federal Trade Commission has jurisdiction over subject matter of this proceeding and over Respondent, and the proceeding is in the public interest.

ORDER

I.

IT IS ORDERED that, as used in this Order, the following definitions shall apply:

- A. “CoreLogic” or “Respondent” means CoreLogic Inc., its directors, officers, employees, agents, representatives, predecessors, successors, and assigns; its joint ventures, subsidiaries, divisions, groups, and affiliates in each case controlled by CoreLogic including CoreLogic Solutions, LLC, CoreLogic Acquisition Co. I, LLC, CoreLogic Acquisition Co. II, LLC, and CoreLogic Acquisition Co. III, LLC; and the respective directors, officers, employees, agents, representatives, predecessors, and assigns of each.
- B. “TPG” means TPG VI Ontario 1 AIV, L.P., its directors, officers, employees, agents, representatives, predecessors, successors, and assigns; its joint ventures, subsidiaries, divisions, groups, and affiliates in each case controlled by TPG including DataQuick and the respective directors, officers, employees, agents, representatives, successors, and assigns of each
- C. “DataQuick” means DataQuick Information Systems, Inc., a corporation organized, existing and doing business under and by virtue of the laws of the State of Delaware, with its office and principal place of business at 9530 Towne Centre Drive, San Diego, California 92121. DataQuick is an indirect wholly owned subsidiary of TPG
- D. “RealtyTrac” means Renwood RealtyTrac LLC, a limited liability company organized existing and doing business under and by virtue of the laws of the State of Nevada, with its office and principal place of business at One Venture Plaza, Suite 300, Irvine, California 92618.
- E. “Acquirer” means RealtyTrac or any other person or entity approved by the Commission to enter a Remedial Agreement
- F. “Acquisition” means CoreLogic’s acquisition of certain non-corporate interests and assets of TPG through a Purchase and Sale Agreement dated 10/30/2013, by and

among Property Data Holdings, Ltd., DataQuick Lending Solutions, Inc., and Decision Insight Information Group S.a.r.l. as Sellers and CoreLogic Acquisition Co. I, LLC, CoreLogic Acquisition Co. II, LLC, and CoreLogic Acquisition Co. III, LLC, as Buyers, and solely with respect to, and as specified in Sections 5.4 and 5.7, Property Data Holdings, L.P., and solely with respect to, and as specified in, Sections 2.5, 2.7, 2.10(f), 5.7, 5.18, 5.21, 8.2(b), 8.7(b), and 9.15, CoreLogic Solutions, LLC

- G. "Acquisition Date" means the date on which the Acquisition is consummated.
- H. "Assessor Data" means public record information concerning characteristics of individual

PROVIDED, HOWEVER Respondent shall not be required to deliver a Relevant Other Business Record until ten (10) days after the Acquirer requests delivery of such record

- F. Continuing until the day after termination of the Transition Period, Respondent shall, upon reasonable request, provide the Acquirer with access to knowledgeable employees and information related to DataQuick's collection, manipulation, storage and provision of Assessor Data, Recorder Data and Other Related Data as needed to assist the Acquirer in collecting, manipulating, storing and providing to customers the Licensed Data and Licensed Historical Data as required by this Order and the Remedial Agreement. As part of this obligation, Respondent shall, on or before the day the Remedial Agreement is executed designate one or more employees as transition coordinators and shall provide the name and contact information for the transition coordinator(s) to the Acquirer, to the Commission and the Monitor. The transition coordinator(s) shall be responsible for ensuring Respondent complies with its obligations to provide transition assistance as required by this Paragraph and the Remedial Agreement, including promptly providing knowledgeable employees and information to the Acquirer. Respondent shall ensure that the transition coordinator(s) has the authority, capability and resources necessary to meet Respondent's obligations under this paragraph and the Remedial Agreement
- G. In any agreement to provide a DataQuick Customer with Assessor Data or Recorder Data executed between the Acquisition Date and nine (9) months after the Divestiture Date, Respondent shall include a provision allowing the customer to terminate the agreement in C2(t)

1.

2. Respondent shall not interfere with the ability of the Acquirer to solicit, interview or hire any Relevant Employee and shall remove any impediments within the control of Respondent that may deter any Relevant Employee from accepting employment with the Acquirer, including but not limited to non-compete provisions and non-disclosure provisions related to documents, information, or knowledge acquired or created by the Relevant Employee before the Acquisition Date, or employment or other contracts. Respondent shall not make any counteroffer to a Relevant Employee who has received a written offer of employment from the Acquirer

M. For a period lasting until two (2) years after the Divestiture Date, Respondent shall not solicit or otherwise attempt to induce any employee hired by the Acquirer to terminate his or her employment relationship with the Acquirer,

PROVIDED, HOWEVER, that Respondent may (1) hire any Relevant Employee whose employment has been terminated by the Acquirer or who independently applies for employment with Respondent, as long as such employee was not solicited in violation of the nonsolicitation requirements contained herein; (2) advertise for employees in newspapers, trade publications or other media not targeted specifically at Relevant Employees; or (3) hire a Relevant Employee who contacts Respondent on his or her own initiative without any direct or indirect solicitation or encouragement from Respondent.

N. The purpose of this Order is

Respondent the substance of communications to or from the Commission or the Acquirer.

- E. The Commission may, among other things, require the Monitor and each of the Monitor's consultants, accountants, attorneys and other representatives and assistants to sign an appropriate confidentiality agreement related to Commission materials and information received in connection with the performance of the Monitor's duties.
- F. The Commission may on its own initiative, or at the request of the Monitor, issue such additional orders or directions as may be necessary or appropriate to assure compliance with the requirements of this Order.
- G. If the Commission determines that the Monitor has ceased to act or failed to act diligently, the Commission may appoint a substitute Monitor. The Commission shall select the substitute Monitor, subject to the consent of Respondent. Such consent shall not be unreasonably withheld. If Respondent does not oppose, in writing, including the reasons for opposing, the selection of any proposed substitute Monitor within ten (10) days after notice by the staff of the Commission to Respondent of the identity of any proposed substitute Monitor, Respondent shall be deemed to have consented to the selection of the proposed substitute Monitor.
- H. The Monitor appointed pursuant to this Order may be the same Person appointed as a Divestiture Trustee pursuant to the relevant provisions of this Order.
- I. The Monitor shall serve until the expiration of the Remedial Agreement under this Order unless the Monitor's term is otherwise extended or limited by the Commission.

IV.

IT IS FURTHER ORDERED that:

- A. If Respondent has not fully complied with the obligations specified in Paragraph 4 of this Order, the Commission may appoint a Divestiture Trustee under a Remedial Agreement in a manner that satisfies the requirements of Paragraph 4 of the Order. In the event that the Commission or the Attorney General brings an action pursuant to § 5 of the Federal Trade Commission Act, 15 U.S.C. § 45 or any other statute enforced by the Commission, Respondent shall consent to the appointment of a Divestiture Trustee in such action. Neither the appointment of a Divestiture Trustee nor a decision not to appoint a Divestiture Trustee under this Paragraph shall preclude the Commission or the Attorney General from seeking civil penalties or any other relief available to it, including a court-appointed Divestiture Trustee, pursuant to § 5 of the Federal Trade Commission Act, or any other statute enforced by the Commission, for any failure by the Respondent to comply with this Order.

- C. Any other change in Respondent including but not limited to assignment and the creation, sale or dissolution of subsidiaries, if such change may affect compliance obligations arising out of this Order.

VIII.

IT IS FURTHER ORDERED that this Order shall terminate on May 20, 2024.

By the Commission, Commissioner McSweeney not participating

Donald S. Clark
Secretary

SEAL

ISSUED May 20, 2014

In re CoreLogic, Inc.

Appendix B

Monitor Agreement

In re CoreLogic, Inc.

Confidential Appendix B-1

Monitor Agreement Exhibits A (Form of License Agreement) and B (Fee Schedule)

[Redacted From the Public Record Version, But Incorporated By Reference]

In re CoreLogic, Inc.

Appendix C

Notice of Termination Rights

March __, 2014

[Company Name]

Attention: [Company