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DISTRICT COURT
CLARK COUNTY, NEVADA

ANGEL LUIS RODRIGUEZ, JR., individually
and as a representative of the class,

Plaintiff,

vs.

NATIONAL CREDIT CENTER, LLC.

Defendant.

Case No.: A-23-869000-B
Dept. No.: 16

HEARING REQUESTED

**PLAINTIFF'S MOTION &
MEMORANDUM IN SUPPORT
OF UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT &
CERTIFICATION OF
SETTLEMENT CLASS**

**EGLET ADAMS
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1 Plaintiff Angel Luis Rodriguez, Jr. (“Plaintiff”) respectfully moves the Court to grant
2 Plaintiff’s Unopposed Motion for Final Approval of Class Action Settlement and Certification of
3 Settlement Class, and enter the Final Approval Order. Defendant National Credit Center, LLC
4 (“Defendant” or “NCC”) does not oppose the relief sought in this Motion.

5 **MEMORANDUM**

6 After lengthy and hard-fought litigation and arms’ length negotiations, Plaintiff and
7 Defendant (together the “Parties”) have reached an agreement to resolve the Fair Credit Reporting
8 Act (“FCRA”) claims of hundreds of thousands of consumers. The Court previously granted
9 preliminary approval of the Parties’ proposed Settlement, granted preliminary certification of the
10 Settlement Class,¹ and directed Notice to be disseminated to the Class. (*See generally* Doc ID# 59,
11 July 17, 2024 Order Granting Plaintiff’s Unopposed Motion for Preliminary Approval of Class
12 Action Settlement (the “Preliminary Approval Order” or “PAO”).)

13 Now, the Court should finally approve the Parties’ excellent Settlement, which will
14 establish a total of \$30 million in monetary consideration (the “Total Monetary Relief”).² To
15 Plaintiff’s knowledge, this sum makes the Settlement the fourth-largest recovery in the history of
16 the FCRA and larger than any FCRA recovery achieved by the Federal Trade Commission or the
17 Consumer Financial Protection Bureau. Not only that, but the Settlement uses the “FCRA gold
18 standard, providing direct cash payments with no claim required and barring reversion back to
19 [Defendant].” *Reyes v. Experian Info. Sols., Inc.*, 856 F. App’x 108, 110 (9th Cir. 2021). *All*
20 Settlement Class Members who can be reached will *automatically* receive a cash payment. Further,
21 those who complete a simple Claim Form attesting to having been harmed by NCC’s reporting
22 will receive an additional payment of up to \$1,500. Moreover, the Settlement establishes important
23 injunctive relief—which could only be achieved in the settlement context—that goes to the heart
24 of the claims at issue in this case by forbidding Defendant from engaging in name-only matching
25

26 _____
27 ¹ Capitalized terms used and not defined in this Memorandum have the same meaning as those
28 ascribed to them in the Settlement Agreement (or “S.A.”), which was filed with the Court on June
20, 2024 as Exhibit 1 to the Appendix to the Declaration of E. Michelle Drake (the “June 20, 2024
Appendix”).

² The Total Monetary relief is composed of NCC’s first payment of \$27 million into the Gross
Settlement Fund and its second payment of \$3 million into the Supplemental Settlement Fund.

1 to the Office of Foreign Assets Control’s (“OFAC”) Specially Designated Nationals and Blocked
2 Persons list (“OFAC List”). Notably, on its own, this injunctive relief is valued to be worth at least
3 \$18 million.

4 In preliminarily approving this outstanding Settlement, the Court already concluded that:
5 (1) the Settlement appears to be “fair, reasonable, and adequate to members of the Settlement
6 Class,” PAO at 1; (2) the proposed Settlement Class satisfies the requirements for class
7 certification under Nev. R. Civ. P. 23, *id.* at 2-3; and (3) the proposed Notice Plan “constitutes the
8 best notice that is practicable under the circumstances,” *id.* at 5. Since the entry of the Preliminary
9 Approval Order, nothing has changed that might alter these conclusions. To the contrary, the only
10 developments further support approval of the Settlement: Notice is now well underway, and Class
11 Members’ response to the Settlement has been overwhelmingly positive. Indeed, to date, only six
12 Class Members have opted out of the Settlement and zero have objected to any of its terms.

13 Accordingly, the Settlement should be finally approved. First, all of the factors to be
14 considered weigh in favor of final approval. Second, the Settlement Class satisfies the Nev. R.
15 Civ. P. 23 criteria for class certification. Third, in both substance and form, the detailed Notice
16 that was distributed, and will continue to be distributed, to the Settlement Class has been proper
17 and easily satisfies due process. Finally, the Court should reimburse the Administrator for the costs
18 of distributing Notice and administering the relatively complicated Settlement, which involves
19 distributing Notice by both mail and email in multiple languages, processing claims, and sending
20 payment by both electronic means and paper checks to hundreds of thousands of Class Members.

21 Plaintiff, individually and on behalf of the Class, therefore respectfully requests that the
22 Court finally approve the Settlement, enter the Final Approval Order, and approve the distribution
23 of the Settlement Fund in accordance with the Settlement Agreement.

24 **RELEVANT BACKGROUND**

25 For purposes of efficiency, Plaintiff refers the Court to the Procedural History included in
26 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement. (Doc ID#22, June 13,
27 2024 Plaintiff’s Unopposed Motion & Memorandum in Support for Preliminary Approval of Class
28 Action Settlement (“Motion for Preliminary Approval”), at 6-8). Meanwhile, an overview of the

1 Settlement Agreement’s key terms can be found in the Settlement Details portion of said Motion.
2 (*Id.* at 8-14.)

3 **I. Notice Process**

4 Since the entry of the Preliminary Approval Order, and as discussed further below, the
5 Administrator has been administering Notice in accordance with that Order, as well as the
6 Settlement Agreement. (*See generally* Declaration of Ritesh Patel (“Patel Decl.”) as Exhibit 1.)

7 **A. Data Processing**

8 On June 20, 2024, the Administrator was provided with data files from Defendant on
9 potential Class Members, which included 1,346,274 rows containing names, mailing addresses,
10 and other data points. (*Id.* ¶ 4.) Prior to sending any notice, the Administrator took several steps
11 to process this data. For example, the Administrator removed nearly 900,000 duplicates, and
12 processed the list through a search service to locate email or mailing addresses for those
13 individuals on the list whose original contact information did not contain such information. (*Id.*)
14 Ultimately, a total of 426,487 mailable or emailable records remained on the Class Notice List.
15 (*Id.* ¶ 5.) The Administrator also processed the mailing addresses through the United States Postal
16 Service’s (“USPS”) National Change of Address (“NCOA”) database and further updated Class
17 Members’ mailing addresses accordingly. (*Id.* ¶ 7.)

18 **B. Direct Notice**

19 All told, through the efforts outlined below, Direct Notice was successfully delivered to at
20 least 99.06% of the Settlement Class. (*Id.* ¶ 10.)

21 **i. Email Notice**

22 Of the 426,487 records on the Class Notice List, 328,731 records had valid email addresses.
23 (*Id.* ¶ 5.) Beginning on July 24, 2024, the Administrator arranged for the transmission of the Email
24 Notice (*id.*, Ex. A), in both English and Spanish, to 328,731 Settlement Class Members; 29,286 of
25 the Email Notices were undeliverable. (*Id.*)

26 **ii. Mail Notice**

27 Beginning on July 24, 2024, the Mail Notice (*id.*, Ex. B) was mailed to the 426,260
28 Settlement Class Members on the Class Notice List for whom a valid mailing address was

1 available. (*Id.* ¶ 6.) This Notice was sent, in both English and Spanish, via USPS First Class Mail.
2 (*Id.*) As of September 12, 2024, the Administrator had received Mail Notices returned as
3 undeliverable with no forwarding address for 33,874 Class Members. (*Id.* ¶ 8.) After making
4 attempts to update mailing addresses, the Administrator remailed Mailed Notices to 25,612 of
5 these Class Members and is continuing its efforts to locate updated mailing addresses for others.
6 (*Id.*)

7 As of September 12, 2024, the Administrator received 8,979 Mail Notices returned as
8 undeliverable with a forwarding address. (*Id.* ¶ 9.) 8,578 such Notices have been promptly re-
9 mailed, while 401 are currently in the process of being remailed. (*Id.*)

10 **iii. Reminder Notices**

11 On August 29, 2024, the Administrator sent 2,675 Undeliverable Mail Email Notices (*id.*,
12 Ex. C), in both English and Spanish, to those Settlement Class Members (1) whose Mail Notice
13 was returned and not successfully remailed and (2) for whom the Administrator had located a valid
14 email address. (*Id.* ¶ 11.) The Administrator will send this reminder again on September 19, 2024.
15 (*Id.*) Following the entry of the Final Approval Order, the Administrator will send two rounds of
16 reminder notices to Settlement Class Members who have not submitted a Payment Election Form
17 and for whom an email address is available. (*Id.* ¶ 12.)

18 **C. Settlement Website**

19 On July 19, 2024, the Administrator launched the Settlement Website
20 (<https://www.RodriguezOFACsettlement.com>), where Settlement Class Members can view
21 general information about the Settlement, submit a Claim Form and/or Payment Election Form
22 electronically, and read answers to frequently asked questions. (*Id.* ¶ 13.) Visitors can also review
23 “Important Documents,” including the Complaint, Settlement Agreement, Motion for Preliminary
24 Approval and Preliminary Approval Order, Long Form Notice, and Mail Notice in English,
25 Spanish, and Arabic. (*Id.*) The Administrator has promptly updated this portion of the Settlement
26 Website as needed by, for example, adding Plaintiff’s Motion for Attorneys’ Fees, Costs, and Class
27 Representative Service Award soon after it was filed with the Court. (*Id.*) As of September 11,
28 2024, the Settlement Website had received 40,106 pageviews. (*Id.* ¶ 14.)

1 **D. Other Class Member Support**

2 The Administrator also established and continues to maintain a toll-free telephone line with
3 an interactive voice response (“IVR”) system, where callers may listen to answers to frequently
4 asked questions in English, Spanish or Arabic or speak with a live agent. (*Id.* ¶ 15.) As of
5 September 8, 2024, the telephone line had received 6,266 calls. (*Id.*)

6 The Administrator similarly established and continues to maintain the email address
7 info@RodriguezOFACsettlement.com. As of September 11, 2024, the Administrator had received
8 880 emails at this address, and sent 641 emails in response. (*Id.* ¶ 16.)

9 Lastly, the Administrator established and continues to maintain a post office box where
10 Settlement Class Members may submit Claim and/or Payment Election Forms, objections, opt-
11 outs, and other correspondence. As of September 11, 2024, the Administrator had received two
12 pieces of correspondence, excluding Claim Forms, Payment Election Forms, Objections, and Opt-
13 Outs. (*Id.* ¶ 17.)

14 **II. Class Member Reaction to the Settlement**

15 **A. Objections and Opt-Outs**

16 The deadline for Class Members to postmark opt-outs or objections is September 25, 2024.
17 As of September 11, 2024, no Class Member had objected to the Settlement, and six Class
18 Members had opted out. (*Id.* ¶¶ 18-20.)

19 **B. Claim and Payment Election Form Submissions**

20 Settlement Class Members may submit Claim and Payment Election Forms either
21 electronically or by mail until 60 days after the Final Approval Order is entered. (*Id.* ¶ 21.) As of
22 September 11, 2024, the Administrator had received 415 Claim Forms, which are in the process
23 of being reviewed in accordance with the Settlement Agreement. (*Id.* ¶ 22.) As of September 11,
24 2024, the Administrator had received 1,130 Payment Election Forms. (*Id.* ¶ 23.)

25 **III. Settlement Administration Costs**

26 Pursuant to the Settlement Agreement, the costs and expenses associated with
27 administering the Settlement—for preparing and distributing Notice, maintaining the Settlement
28 Website, vetting Claim Forms, preparing and distributing payments, etc.—are to be paid out of the

1 Total Monetary Relief. (S.A. ¶¶ 2.22, 4.1, 7.3.3, 7.3.4.)³ The Administrator estimates that the total
2 costs of settlement administration will be approximately \$1,199,926. (Patel Decl. ¶ 24.) The bulk
3 of the costs associated with settlement administration are for postage (for mailing the Mail Notice
4 and paper checks), notice implementation, and for payment distribution. (*Id.* ¶¶ 24-25.)

5 **LEGAL STANDARDS**

6 **I. Final Approval of Class Action Settlement**

7 Courts recognize a strong judicial policy favoring settlements, particularly in the context
8 of complex class litigation. *See In re Syncor ERISA Litig.*, 516 F.3d 1095, 1101 (9th Cir. 2008);
9 *John W. Muije, Ltd. v. A N. Las Vegas Cab Co.*, 106 Nev. 664, 667, 799 P.2d 559, 561 (1990).

10 Nevada Rule of Civil Procedure 23 provides that “a class action must not be dismissed or
11 compromised without the approval of the court.” Nev. R. Civ. P. 23(f). Nevada’s Rules of Civil
12 Procedure, however, do not set forth a specific standard for class action settlement approval.
13 *Compare* Fed. R. Civ. P. 23(e)(2) (stating that a class settlement must be “fair, reasonable, and
14 adequate” and enumerating factors to be considered in analysis). While courts in Nevada consider
15 some of the same factors that federal courts in the Ninth Circuit take into account at final approval,⁴
16 the Nevada Supreme Court has specifically declined to adopt any particular multi-factor test in
17 evaluating whether to finally approve a class action settlement. *Murray v. Dubric*, 514 P.3d 1081,
18 2022 WL 3335982, at *2 (Nev. 2022) (unpublished table disposition) (expressly declining to adopt
19 Ninth Circuit’s eight-factor test from *Churchill Vill.* and upholding final approval of settlement
20 because “[t]he record demonstrates that respondents reached the settlement as the result of lengthy
21 negotiations after conducting a significant amount of discovery and with the assistance of both a
22 jointly retained expert and an experienced judicial officer” and “the number of objections [to the
23 settlement] represented only a small fraction of the total class”).

24 _____
25 ³ In accordance with the Settlement Agreement, Defendant has already made an initial payment to
26 the Settlement Administrator to effectuate the Notice Plan. (Patel Decl. ¶ 27.)

27 ⁴ *See Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004) (stating that, at final
28 approval, court must consider: “(1) the strength of the plaintiffs’ case; (2) the risk, expense,
complexity, and likely duration of further litigation; (3) the risk of maintaining class action status
throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery completed
and the stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a
governmental participant; and (8) the reaction of the class members to the proposed settlement.”)
(citing *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998)).

1 Ultimately, at final approval, the court typically revisits—and, in most instances,
2 confirms—its prior conclusions reached at preliminary approval. *See, e.g., Zhu v. Taronis Techs.*
3 *Inc.*, 2021 WL 871775, at *2 (D. Ariz. Mar. 9, 2021) (“In preliminarily approving the Settlement,
4 the Court...concluded that the Settlement was ‘fair, adequate, and reasonable.’ Those conclusions
5 weigh equally in favor of final approval now.”) (internal cited omitted). Absent any reason for
6 the court to disturb its earlier conclusions, the court’s primary tasks at final approval are to
7 evaluate: (1) class members’ reaction to the settlement, and (2) whether notice was adequate. *See,*
8 *e.g., id.* (confirming preliminary findings regarding proposed settlement, and finally approving
9 said settlement, where “[a]dequate notice was sent to the settlement class members as required in
10 the Order granting preliminary approval and no members objected”); *In re McKinsey & Co., Inc.*
11 *Nat’l Prescription Opiate Consultant Litig.*, 2024 WL 414319, at *2 (N.D. Cal. Feb. 2, 2024)
12 (finally approving class action settlement that had been preliminarily approved due to “the Class’s
13 favorable reaction to the Settlement” and the court’s finding that notice was adequate); *Young v.*
14 *Gallery Night Club, LLC*, 2014 WL 2663170, at *1 (Nev. Dist. Ct. Feb. 21, 2014) (finally
15 approving class action settlement where “no Class Member filed an objection to any aspect of the
16 settlement” and “[t]he notice given to the Class [] as described in the Settlement Agreement and
17 Preliminary Approval Order constituted the best notice practicable under the circumstances.”).

18 Because the Nevada Rules of Civil Procedure and Nevada courts have not adopted any
19 particular test for final approval, and because there is little guidance from state law on the class
20 action settlement approval process, Nevada courts may consider federal authority regarding
21 settlement approval, while also recognizing that the relevant federal rule imposes a higher standard
22 for approval than Nev. R. Civ. P. 23. *See Shuette v. Beazer Homes Holdings Corp.*, 124 P.3d 530,
23 538 (Nev. 2005); *Exec. Mgmt., Ltd. v. Ticor Title Ins. Co.*, 118 Nev. 46, 53, 38 P.3d 872, 876
24 (2002); *Roe I v. Shepard*, 539 P.3d 661, 2023 WL 8251386, at *2 (Nev. 2023) (unpublished table
25 disposition) (noting “that the ‘fair, reasonable, and adequate’ standard arises from FRCP 23(e)(2)
26 and that NRCP 23 has no such counterpart”).

27 ...

28 ...

1 **II. Class Certification**

2 “A class may be certified if a plaintiff has met all four requirements of Nevada Rule of
3 Civil Procedure 23(a)...” *Dubric v. A Cab, LLC*, 2020 WL 13582416, at *4 (Nev. Dist. Ct. Oct.
4 11, 2020) (citations omitted). Rule 23(a) requires that: “(1) the class is so numerous that joinder
5 of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the
6 claims or defenses of the representative parties are typical of the claims or defenses of the class;
7 and (4) the representative parties will fairly and adequately protect the interests of the class.” Nev.
8 R. Civ. P. 23(a). Meanwhile, Rule 23(c)(3) provides that “[a]n action may be maintained as a class
9 action if the prerequisites of [Nev. R. Civ. P. 23(a)] are satisfied, and in addition[,] . . . the court
10 finds that the questions of law or fact common to the members of the class predominate over any
11 questions affecting only individual members, and that a class action is superior to other available
12 methods for the fair and efficient adjudication of the controversy.” Nev. R. Civ. P. 23(c)(3).

13 **III. Notice**

14 Notice of a proposed class settlement must be given to all class members as the court
15 directs. Nev. R. Civ. P. 23(f). “In any class action maintained under Rule 23(c)(3), the court should
16 direct to the members of the class the best notice practicable under the circumstances, including
17 individual notice to all members who can be identified through reasonable effort.” Nev. R. Civ. P.
18 23(d)(3). Such notice must advise class members that:

19 (A) the court will exclude the member from the class if the member so requests by
20 a specified date;

21 (B) the judgment, whether favorable or not, will include all members who do not
22 request exclusion; and

23 (C) any member who does not request exclusion may, if the member desires, enter
24 an appearance through the member's counsel.

25 Nev. R. Civ. P. 23(d)(3)(A-C).

26 In addition, notice must satisfy the requirements of due process. *See Thomas v. Nevada*
27 *Yellow Cab Corp.*, 2018 WL 6930577, at *1 (Nev. Dist. Ct. Oct. 11, 2018). “An elementary and
28 fundamental requirement of due process in any proceeding which is to be accorded finality is

1 notice reasonably calculated, under all the circumstances, to apprise interested parties of the
2 pendency of the action and afford them an opportunity to present their objections.” *Grupo Famsa*
3 *v. Eighth Jud. Dist. Ct.*, 132 Nev. 334, 337 (2016) (citation omitted).

4 **ARGUMENT**

5 The Motion should be granted as each requirement for final approval is met. First, and as
6 this Court previously determined in the Preliminary Approval Order, the Settlement easily
7 warrants Court approval. Class Members’ positive reaction to the Settlement only confirms this
8 finding. Second, and again as the Court concluded at the preliminary approval stage, the Settlement
9 Class satisfies Nev. R. Civ. P. 23. Third, the Notice Plan satisfies the Nevada Rules of Civil
10 Procedure and due process. Finally, and as initially requested in Plaintiff’s Motion for Attorneys’
11 Fees, Costs, and Class Representative Service Award, the Administrator should be reimbursed for
12 the costs of settlement administration. For these reasons, the Court should grant the Motion and
13 enter the Final Approval Order.

14 **I. The Settlement Should Be Finally Approved**

15 The Court should confirm its preliminary approval of the Settlement. (*See* PAO at 1.) The
16 Settlement clearly meets the standard for final approval used by the Nevada Supreme Court in
17 *Murray* and, although not mandatory, also satisfies numerous other factors identified by the Ninth
18 Circuit. As discussed in greater detail in Plaintiff’s Motion for Preliminary Approval, as
19 acknowledged by the Court in the Preliminary Approval Order, and as briefly summarized below,
20 the Settlement: (1) was reached only after the completion of sufficient discovery, such that
21 counsel had a firm grasp on the strengths and weaknesses of the case; (2) was the result of
22 extensive arms-length negotiations with a third-party neutral; (3) provides exceptional monetary
23 and injunctive relief for the Class; and (4) allows Plaintiff and Class Members to obtain such
24 relief, when there were significant risks to recovery through litigation. (Motion for Preliminary
25 Approval at 21-28; *see also* PAO at 1-2.) Not only does the foregoing remain true today, but now,
26 with Notice well under way, the reaction of the Class to the Settlement has been favorable, with
27 very few Class Members opting out of, or objecting to, the Settlement. Given this development,
28 the Settlement plainly warrants final approval.

1 **A. The Settlement, Which Has the Support of Both Parties’ Counsel, Was**
2 **Reached Only After Extensive Discovery**

3 The Settlement was reached only after several months of formal discovery, which
4 involved, *inter alia*: both Parties propounding and responding to written discovery requests;
5 significant third-party discovery; the negotiation, production, and analysis of voluminous
6 documents and consumer data; Plaintiff’s retention of three experts to analyze Defendant’s data,
7 matching algorithm, and financial documents; and a Fed. R. Civ. P. 30(b)(6) deposition. These
8 circumstances support final approval. *See, e.g., Murray*, 514 P.3d 1081 (affirming final approval
9 of settlement which was reached after the parties “conduct[ed] a significant amount of discovery”);
10 *Thomas*, 2018 WL 6930577, at *2 (finally approving class action settlement because “the Parties
11 have conducted extensive and costly investigation and research, and counsel for the Parties are
12 able to reasonably evaluate their respective positions”); *Young*, 2014 WL 2663170, at *2 (finally
13 approving class action settlement in part due to “the nature and extent of the discovery exchanged
14 between the parties”).

15 Additionally, the Court should consider “the experience and views of counsel for both
16 parties.” *Id. See also Watt v. Nevada Property 1, LLC*, 2010 WL 9545018, at *4 (Nev. Dist. Ct.
17 Apr. 06, 2010) (“Class Counsel and Defendants’ counsel are experienced and capable...[T]his
18 Court finds that counsel in this case are competent and have good-faith reasons for entering the
19 Settlement Agreement.”). Here, counsel for both Plaintiff and Defendant are experienced class
20 action litigators, and given their experience and informed negotiation positions, fully support the
21 Settlement. It should be finally approved.

22 **B. The Settlement was Negotiated at Arms-Length**

23 The fact that the Settlement was reached only after three mediation sessions with a third-
24 party neutral further weighs in favor of final approval. *See Murray*, 514 P.3d 1081 (affirming final
25 approval of class action settlement where “[t]he record demonstrates that respondents reached the
26 settlement as the result of lengthy negotiations”); *see also Young*, 2014 WL 2663170, at *2 (finally
27 approving class action settlement in part due to “the fact that the settlement resulted from multiple
28 arm’s-length negotiations”); *Thomas*, 2018 WL 6930577, at *2 (granting final approval of class

1 action settlement which was “the result of extensive arm’s length negotiations”); *In re Kitec Fitting*
2 *Litigation*, 2009 WL 1817622, ¶ 5 (Nev. Dist. Ct. Mar. 16, 2009) (granting final approval of class
3 action settlement where “the Settlement is unquestionably the result of lengthy, hard-fought, arm’s
4 length negotiations supervised by independent mediators.”).

5 **C. The Settlement Provides Excellent Relief for the Class**

6 Although not required under *Murray* or Nevada Rule 23, it is appropriate at final approval
7 for this Court to consider “the amount offered in settlement.” *See Churchill Vill.*, 361 F.3d at 575.
8 *See also Thomas*, 2018 WL 6930577, at *2 (“The Court has reviewed the benefits that are being
9 granted as part of the Settlement and recognizes the significant value to the Settlement Class.”);
10 *Young*, 2014 WL 2663170, at *2 (considering “the fact that the settlement confers a substantial
11 economic benefit” to class members in granting final approval of class action settlement). Here,
12 this factor weighs heavily in favor of final approval.

13 To Plaintiff’s knowledge, the Total Monetary Relief of \$30 million makes the Settlement
14 the fourth-largest recovery in the history of the FCRA. (PAO at 1.) Even considering the size of
15 the Settlement Class, this result is still larger than many FCRA settlements reached on behalf of
16 comparable or even larger classes. *See, e.g., Rubio-Delgado v. Aerotek, Inc.*, No. 16-cv-1066, ECF
17 No. 121 (S.D. Ohio Jul. 25, 2017) (finally approving settlement with \$15 million common fund to
18 be distributed among 654,436 class members); *Domonoske v. Bank of Am., N.A.*, 790 F. Supp. 2d
19 466, 477 (W.D. Va. 2011) (finally approving settlement with \$9.95 million common fund for
20 3,025,689 class members). Moreover, the Settlement provides automatic payments to *all*
21 Settlement Class Members, and, for those whose initial payment was received electronically or
22 cashed by check, a likely subsequent distribution as well. Further, those who complete a simple
23 Claim Form attesting to having been harmed by NCC’s reporting will receive an additional
24 payment of up to \$1,500. Particularly in light of the fact that the FCRA allows for statutory
25 damages of \$100 to \$1,000 for each willful violation, this is an impressive result. 15 U.S.C. §
26 1681n(a)(1). *See, e.g., Stewart v. Accurate Background, LLC*, 2024 WL 1221968, at *2 (N.D. Cal.
27 Mar. 20, 2024) (granting final approval of FCRA class action settlement in which all class
28 members will receive an automatic payment, those who submit a “simple attestation of harm” will

1 receive additional payment, and no amount will revert to defendant). All told, and as the Court
2 preliminary found, “the guaranteed and immediate monetary relief provided under the Settlement
3 is more than adequate to Class Members.” (PAO at 2.)

4 But perhaps more importantly, the Settlement Agreement also provides for meaningful
5 injunctive relief: practice changes by Defendant to directly address Plaintiff’s claims regarding
6 Defendant’s OFAC reporting. The value of the Settlement’s injunctive relief—estimated to be at
7 least \$18 million dollars (Exhibit 2 to June 20, 2024 Appendix, June 13, 2024 Declaration of Stan
8 V. Smith, Ph.D. ¶ 21 (“Smith Decl.”))—only confirms that the Settlement should be finally
9 approved. *See, e.g., Curtis-Bauer v. Morgan Stanley & Co.*, 2008 WL 4667090, at *5 (N.D. Cal.
10 Oct. 22, 2008) (confirming, at final approval, court’s preliminary finding “that the Settlement
11 Agreement provides substantial injunctive relief to the Plaintiff class”).

12 **D. There Were Significant Risks to Recovery**

13 Again, although not necessary under *Murray* or Nevada Rule 23, in determining whether
14 to finally approve the Settlement, the Court may also consider the risks to recovery had this action
15 continued in litigation. *See, e.g., Thomas*, 2018 WL 6930577, at *2 (granting final approval of
16 class action settlement because it “will avoid additional costs, as well as avoid the delay and risks
17 that would be presented by the further prosecution of this action”).

18 Here, and as set forth in more detail in Plaintiff’s Motion for Preliminary Approval, there
19 were many such risks. For starters, there was no guarantee that Plaintiff would prevail on any
20 motion for class certification. *See, e.g., Grimm v. Am. Eagle Airlines, Inc.*, 2014 WL 12746376, at
21 *10 (C.D. Cal. Sept. 24, 2014). In addition, “[t]here a[] are a variety of other unresolved legal
22 issues that pose a risk to Class Plaintiffs’ potential recovery absent a settlement.” *In re Kitec*, 2009
23 WL 1817622, ¶ 10 (granting final approval of class action settlement). For example, Defendant
24 has consistently maintained that its OFAC reports do not constitute “consumer reports,” as defined
25 under the FCRA, and that Defendant therefore has no obligation to assure the maximum possible
26 accuracy of their contents. (*See, e.g., ECF No. 9, Def.’s Ans.* ¶¶ 3, 5, 33, 37, 48, 55-58.) Defendant
27 also claims that its report on Plaintiff was not inaccurate. (*See id.* ¶ 5 (denying Plaintiff’s allegation
28 that “[t]he consumer report that Defendant disseminated to Parkway was grossly inaccurate.”))

1 While Plaintiff disagrees, these arguments nonetheless posed additional—and very real⁵— risks
2 to protracted litigation.

3 Moreover, if this matter were fully litigated, Plaintiff and Class Members would have faced
4 real obstacles to recovering statutory damages. A plaintiff can recover such damages under the
5 FCRA only where the defendant has acted willfully. 15 U.S.C. § 1681n(a)(1). But proving
6 willfulness under the FCRA is an “onerous task with a highly uncertain outcome,” thereby posing
7 a real risk to any recovery at all. *Domonoske*, 790 F. Supp. 2d at 475-76 (finally approving FCRA
8 settlement and observing that “given the difficulties of proving willfulness or even negligence with
9 actual damages [under the FCRA], there was a substantial risk of nonpayment”).

10 Because the Settlement allows Plaintiff and Class Members to avoid these (and other)
11 substantial risks, and to receive immediate relief, this factor supports final approval. *See, e.g.*,
12 *Shepard v. Shac, LLC*, 2022 WL 17223174, at *1 (Nev. Dist. Ct. Sep. 28, 2022) (“In the event
13 litigation continued, there is no doubt that this matter would have went all the way through trial,
14 and it would have been a lengthy process. There are many members of the Class. There is a lot of
15 technical data to consider and trial is expensive. The risk, expense, complexity and likely duration
16 of further litigation weighs in favor of granting final settlement approval.”); *Lupei v. Optisource*
17 *Intern., Inc.*, 2014 WL 4064120, at *2 (Nev. Dist. Ct. Feb. 06, 2014) (“Considering the inherent
18 risks of litigation compared with the benefits of a settlement, this Court finds that the strength of
19 the Plaintiffs’ case weighs in favor of [final approval of the] settlement.”); *In re Kitec*, 2009 WL
20 1817622, ¶ 18 (“The settlement allows the Class to avoid significant expenses associated with
21 continued litigation...The settlement balances money in hand today versus the possibility of a loss
22 or win at trial after an extensive jury trial.”).

23 **E. The Class Has Responded Favorably to the Settlement**

24 Finally, as the Nevada Supreme Court has indicated, the Court may consider Class
25 Members’ reaction to the Settlement in evaluating whether to grant final approval. *Murray*, 514
26

27 ⁵ Notably, in April 2024, a federal district court granted summary judgment to a consumer
28 reporting agency, finding that the “OFAC Indicators” included in the agency’s report on plaintiff
were not “inaccurate” under the FCRA, even though they contained a “Warning” indicating that
plaintiff was on the OFAC List. *See Torres v. Equifax Information Solutions, LLC*, No. 1:21-CV-
02056, ECF No. 203 at 5-6, 13-18 (E.D. Pa. April 17, 2024).

1 P.3d 1081 (affirming final approval of class action settlement, explaining that “although there were
2 objections to the settlement, the number of objections represented only a small fraction of the total
3 class”).

4 Here, Class Members’ response to the Settlement has been overwhelmingly positive. As
5 of September 11, 2024, only six Class Members had opted out and zero had objected to any of the
6 Settlement’s terms. (See Patel Decl. ¶¶ 19-20.) This fact only confirms that the Settlement is
7 worthy of final approval. See *Murray*, 514 P.3d 1081; see also *Young*, 2014 WL 2663170, at *2
8 (citing “the lack of any objections by Settlement Class Members” as a reason to finally approve
9 class action settlement); *Shepard*, 2022 WL 17223174, at *2 (finally approving class action
10 settlement where, although “at least a couple class members with standing have raised
11 objections...[t]he Court finds that many more class members are sufficiently happy with what
12 they're getting out of this”); *Lupei*, 2014 WL 4064120, at *3 (“The number of opt outs in this case
13 is small compared with the entire class...Further, in this case, Class Members had the ability to
14 opt out, and therefore, their remaining in the Settlement Class suggests a conscious choice to take
15 advantage of the settlement.”); *In re Kitec*, 2009 WL 1817622, ¶ 16 (“The overwhelmingly
16 positive reaction of the Class also heavily weighs in favor of approval.”).

17 **II. The Settlement Class Should Be Certified**

18 The Court previously concluded that “the prerequisites to a class action under Nev. R. Civ.
19 P. 23 have been preliminarily satisfied.” (PAO at 2.) There have been no updates that should alter
20 this conclusion. See *O'Connor v. Uber Techs., Inc.*, 2019 WL 4394401, at *4 (N.D. Cal. Sept. 13,
21 2019), *aff'd*, 2019 WL 7602362 (9th Cir. Dec. 20, 2019) (“The Court analyzed these factors in its
22 Preliminary Approval Order and there is no reason to disturb its earlier conclusions. The
23 requirements of Rule 23(a) and (b)(3) were satisfied then and they remain so now...Accordingly,
24 the Court confirms its previous certification of the Settlement Class.”). In any event, Plaintiff
25 briefly revisits the relevant factors here. Because the Settlement Class satisfies the requirements
26 of both Nevada Rule 23(a) and 23(c)(3), it should be finally certified for settlement purposes.

27 ...

28 ...

1 **A. The Settlement Class Satisfies Nev. R. Civ. P. 23(a)**

2 **i. The Settlement Class is Numerous**

3 First, and as the Court previously determined, the numerosity requirement of Rule 23(a)(1)
4 is satisfied, as the Settlement Class contains hundreds of thousands of Class Members. (PAO at
5 2.) *See also Shuette*, 124 P.3d at 537 (holding that numerosity is generally satisfied when there are
6 at least 40 or more class members).

7 **ii. There Are Common Questions of Law and Fact**

8 Second, the commonality requirement of Rule 23(a)(2) is also satisfied. “Questions are
9 common to the class when their answers as to one class member hold true for all class members.”
10 *Shuette*, 124 P.3d. at 538. This element requires that plaintiffs demonstrate that their claims
11 “depend upon a common contention,” the resolution of which “will resolve an issue that is central
12 to the validity of each one of the claims in one stroke.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S.
13 338, 350 (2011); *see also id.* at 359 (“We quite agree that for purposes of Rule 23(a)(2) ‘[e]ven a
14 single [common] question’ will do[.]”) (citation omitted).

15 The Settlement Class raises such questions, including, for example, whether Defendant’s
16 OFAC reporting is subject to the FCRA; whether Defendant’s use of partial name-only matching
17 to identify matches to the OFAC List was a reasonable procedure to assure maximum possible
18 accuracy; and whether any violation of the FCRA by Defendant was willful. As this Court has
19 previously concluded, such questions establish commonality. (PAO at 2.) *See also Fernandez v.*
20 *CoreLogic Credco, LLC*. 2024 WL 3209391, at **6-7 (S.D. Cal. June 24, 2024) (finding
21 commonality satisfied at final approval “because the class claims involve common questions of
22 law and fact regarding Defendant’s OFAC reports,” including those involving willfulness and the
23 reasonableness of defendant’s procedures).

24 **iii. Plaintiff’s Claims Are Typical of the Settlement Class**

25 Third, Rule 23(a)(2)’s typicality is satisfied, as well. “Generally, the typicality prerequisite
26 concentrates on the defendants’ actions, not on the plaintiffs’ conduct.” *Shuette*, 124 P.3d at 538.
27 The typicality test is “whether other members have the same or similar injury, whether the action
28 is based on conduct which is not unique to the named plaintiffs, and whether other class members

1 have been injured by the same course of conduct.” *Hanon v. Dataproducts Corp.*, 976 F.2d 497,
2 508 (9th Cir. 1992) (citation omitted). Typicality does not require identical facts or injuries.
3 *Parsons v. Ryan*, 754 F.3d 657, 685 (9th Cir. 2014). *See also Shuette*, 124 P.3d at 539 (“[T]he
4 representatives’ claims need not be identical, and class action certification will not be prevented
5 by mere factual variations among class members’ underlying individual claims.”).

6 Again, the Court has already acknowledged that “[t]he claims of the Class Representative
7 are typical of those of the other Settlement Class Members.” (PAO at 2.) Like every member of
8 the Class, Plaintiff was the subject of a report, disseminated to a third party, that he alleges
9 inaccurately matched him to the OFAC List based on Defendant’s use of a name-only matching
10 algorithm. He therefore challenges conduct that was not unique to him, and he and the members
11 of the Settlement Class allege to “have been injured by the same course of conduct.” *Hanon*, 976
12 F.2d at 508. Typicality is thus satisfied. *See Fernandez*, 2024 WL 3209391, at **7-8 (at final
13 approval, finding typicality requirement met where plaintiff “alleged Defendant prepared and
14 disseminated OFAC reports to third parties that falsely identified Plaintiff and each putative class
15 member as ‘possible matches’ to the OFAC SDN list” because “[a]t bottom, Defendant’s patterns
16 and procedures, the alleged willfulness of Defendant’s conduct, and the alleged resulting
17 violations of the applicable statutory provisions are logically consistent amongst class members”);
18 *see also Watt*, 2010 WL 9545018, at *2 (“The Class Representatives’ claims are typical of the
19 Settlement Class’ claims because they are based on the same injury caused by the same alleged
20 conduct of Defendants.”).

21 **iv. Plaintiff and Class Counsel Have Adequately Represented the Class, and**
22 **Will Continue to Do So**

23 Fourth—and, again, as the Court previously acknowledged in preliminarily approving the
24 Settlement and certifying the Settlement Class—Plaintiff and Class Counsel satisfy the adequacy
25 requirement of Rule 23(a)(4) (*see* PAO at 2-3). Adequacy turns on two questions: (1) whether the
26 class representative’s interests are common with, and not antagonistic to, the class’s interests; and
27 (2) whether the class representative is “able to prosecute the action vigorously through qualified
28 counsel.” *Whiteway v. FedEx Kinko’s Office and PrintServs., Inc.*, 2006 WL 2642528, at *7 (N.D.
Cal. Sept. 14, 2006) (citation omitted).

1 Plaintiff has no conflict with Settlement Class Members, as each has nearly identical claims
2 and has the same interest in receiving relief. *See Watt*, 2010 WL 9545018, at *2 (“The Class
3 Representatives have no conflict of interest with the Class Members because the Class
4 Representatives' claims are nearly identical to the Class Members' claims.”). Moreover, Class
5 Counsel, who have been appointed as lead counsel in dozens of FCRA class actions, have
6 zealously represented the Settlement Class. In sum, “[t]he Class Representatives and Class
7 Counsel have competently and vigorously litigated the case thus far, and there is no reason to
8 doubt that they will continue to represent the best interests of the Class Members.” *Id. See also*
9 *Fernandez*, 2024 WL 3209391, at *8 (“The court has no reason to doubt the qualifications or legal
10 acumen of the firm of Berger Montague to represent the classes.”). Adequacy is satisfied.

11 **B. The Settlement Class Satisfies Nev. R. Civ. P. 23(c)(3)**

12 **i. Common Issues Predominate Over Individualized Issues**

13 “[T]he focus of the predominance inquiry” is whether “a proposed class is ‘sufficiently
14 cohesive to warrant adjudication by representation.’” *Amgen Inc. v. Conn. Ret. Plans & Trust*
15 *Funds*, 568 U.S. 455, 469 (2013) (citation omitted). It “asks whether the common, aggregation-
16 enabling, issues in the case are more prevalent or important than the non-common, aggregation-
17 defeating, individual issues.” *Tyson Foods, Inc. v. Bouaphakeo*, 136 S. Ct. 1036, 1045 (2016)
18 (citation omitted).

19 Here, and as the Court previously determined, numerous common questions predominate.
20 (PAO at 3.) “Such questions include: (1) whether Defendant’s OFAC Screens are subject to the
21 FCRA; (2) if applicable, whether Defendant used reasonable procedures to assure maximum
22 possible accuracy as required by 15 U.S.C. § 1681e(b); (3) whether Defendant’s conduct was
23 willful; and (4) the proper measure of statutory and punitive damages.” (*Id.*) *See also Fernandez*,
24 2024 WL 3209391, at *9 (finding predominance satisfied at final approval where “there are three
25 core questions common to all settlement classes,” questions which are nearly identical to the key
26 common questions at issue in the present matter) (internal citation omitted). Accordingly,
27 “common questions of law and fact predominate over any individuals' claims for settlement
28 purposes,” and predominance is satisfied. *Watt*, 2010 WL 9545018, at *2.

1 **ii. Class Treatment is a Superior Means of Resolving This Matter**

2 In Nevada, matters “pertinent” to a finding of superiority include: (1) class members’
3 interests in individually controlling the prosecution or defense of separate actions; (2) the extent
4 and nature of any litigation concerning the controversy already begun by or against class members;
5 (3) the desirability or undesirability of concentrating the litigation of the claims in the particular
6 forum; and (4) the likely difficulties in managing a class action. Nev. R. Civ. P. 23(c)(3)(A-D).

7 Here, the above factors support certification. (*See* PAO at 3.) First, individual members of
8 the Settlement Class do not have an interest in controlling the prosecution of this case. *See* 7
9 Newberg on Class Actions § 21:4 (6th ed. 2022) (“FCRA matters remain good candidates for class
10 actions — they tend to involve a large number of harmed individuals with small claims, often
11 disbursed throughout the country. Absent a class suit, many FCRA violations would remain un-
12 remedied.”). Second, Plaintiff’s Counsel are unaware of any suits brought on an individual basis
13 against Defendant related to its OFAC reporting. *See In re China Intell. Lighting & Elecs., Inc.*
14 *Sec. Litig.*, 2013 WL 5789237, at *6 (C.D. Cal. Oct. 25, 2013). And, to the extent that any such
15 suits are filed, or any consumers have significant damages, those consumers may exclude
16 themselves from the class action and proceed individually. *See Murray v. GMAC Mortg. Corp.*,
17 434 F.3d 948, 953 (7th Cir. 2006).

18 The Court should thus conclude “that a class action is superior to other methods for
19 adjudicating this controversy.” *Fernandez*, 2024 WL 3209391, at *9. *See also Watt*, 2010 WL
20 9545018, at *3 (finally approving class action settlement because “a class settlement is the superior
21 method for resolving this case to promote the interests of efficiency, consistency, and ensuring
22 that the Plaintiffs obtain relief.”).

23 **III. Notice to the Class Was Proper**

24 The Settlement should be finally approved because the Notice that Class Members have
25 received was the best notice practicable under the circumstances and satisfies due process. The
26 Court previously approved the form and content of the various Notices to be sent to Class
27 Members, which the Court explained “advise Class Members of the information enumerated in
28 Nev. R. Civ. P. 23(d)(3)(A-C) and, in fact, *provide much more information than what is*

1 *required.*” (PAO at 5 (emphasis added).) *See also Roe 1*, 539 P.3d 661 (affirming final approval
2 of class action settlement where the notices, which did *not* specify the amount of attorney fees to
3 which class counsel would be entitled, nor the minimum amount of damages each class member
4 might receive, nonetheless “provided sufficient information regarding the settlement's terms so as
5 to comport with due process and NRCP 23”).

6 Moreover, the Court approved of the Parties’ proposed manner of distributing these
7 Notices to Class members, as set forth in the Notice Plan:

8 The Court finds that this manner of giving notice constitutes the best notice
9 practicable under the circumstances; is reasonably calculated, under the
10 circumstances, to apprise Settlement Class Members of the pendency of the action,
11 of the effect of the proposed Settlement (including the Releases to be provided
12 thereunder), of Class Counsel’s request for an award of attorneys’ fees and
13 reimbursement of litigation costs, of Settlement Class Members right to object to
14 the Settlement, the plan of allocation, and/or the request for an award of attorneys’
15 fees and reimbursement for litigation costs, of their right to exclude themselves
16 from the Settlement Class, and of their right to appear at the Final Approval
17 Hearing; constitutes due, adequate, and sufficient notice to all persons and entities
18 entitled to receive notice of the proposed Settlement; and satisfies the requirements
19 of Nev. R. Civ. P. 23 and all other applicable laws and rules.

20 (PAO at 5.)

21 As discussed herein, the Administrator has gone on to distribute the Court-approved
22 Notices—and will continue to do so—in full accordance with Nev. R. Civ. P. 23, due process, the
23 Preliminary Approval Order, and the Settlement Agreement. (*See generally* Patel Decl., *id.* at Exs.
24 A-C.) Not only does the substance of the Notices provide far more detailed than what is required
25 under Nevada Rule 23 (including details on the process by which Class Members can “present
26 their objections” to the Settlement, *Grupo Famsa*, 132 Nev. at 337), but the Administrator has also
27 taken several steps to ensure that those Notices in fact reach as many Settlement Class Members
28 as possible. (*See* Patel Decl. ¶¶ 4-12.) *See also In re Arena Resources, Inc.*, 2010 WL 7877145, at
*16 (Nev. Dist. Ct. Sep. 30, 2010) (finding notice proper and granting final approval of class action
settlement where “[n]otice of the pendency of this Action as a class action and of the proposed
Settlement was given to all Settlement Class Members who could be identified with reasonable
effort”); *Roe 1*, 539 P.3d 661 (“[I]n the district court's words, respondents ‘could have gone to the

1 ends of the earth to try to find [all the class members],’ but we agree that mailing the notices was
2 ‘reasonably calculated’ under the circumstances to afford the class members notice and thus
3 satisfied due process.”) (internal citation omitted). Through these efforts, the Administrator
4 estimates that direct notice was successfully delivered to at least 99.06% of the Settlement Class,
5 a fact which confirms the efficacy of the Notice Plan. *See, e.g., Naiman v. Total Merch. Servs.,*
6 *Inc.*, 2019 WL 13194603, at *8 (N.D. Cal. Apr. 16, 2019) (granting final approval of settlement
7 where actual notice was successfully delivered to 83% of settlement class).

8 In sum, this Court should confirm its earlier finding and hold that “[t]he form and method
9 of notifying the Settlement Class of the pendency of the Action as a class action and of the terms
10 and conditions of the proposed Settlement met the requirements of Rule 23 of the Nevada Rules
11 of Civil Procedure, due process, and any other applicable law, constituted the best notice
12 practicable under the circumstances, and constituted due and sufficient notice to all persons and
13 entities entitled thereto.” *In re Arena Resources*, 2010 WL 7877145, at *16. *See also Young*, 2014
14 WL 2663170, at *1 (“The notice given to the Class of the settlement as described in the Settlement
15 Agreement and Preliminary Approval Order constituted the best notice practicable under the
16 circumstances. The notice program provided due and adequate notice of these proceedings and of
17 the matters set forth in the notice, including the settlement set forth in the Settlement Agreement,
18 to all persons and entities entitled to such notice, and the notice program fully satisfied the
19 requirements of due process and applicable law.”); *In re Stable Rd. Acquisition Corp.*, 2024 WL
20 3643393, at *11 (C.D. Cal. Apr. 23, 2024) (“This Court has already found that the proposed notice
21 program is adequate and sufficient and Lead Counsel and the Claims Administrator carried out the
22 notice program as proposed. As such, the notice program has fairly apprised Settlement Class
23 Members of their rights with respect to the Settlement, and is the best notice practicable under the
24 circumstances.” (internal citation omitted). The Settlement should be finally approved.

25 **IV. Settlement Administration Costs Should Be Reimbursed**

26 Finally, and as requested previously in Plaintiff’s Motion for Attorneys’ Fees, Costs, and
27 Class Representative Service Award, the Administrator should be reimbursed for the costs of
28 administering the Settlement. *See, e.g., Thomas*, 2018 WL 6930577, at *2 (approving payment of

1 costs to claims administrator); 4 Newberg and Rubenstein on Class Actions § 12:20 (6th ed.)
2 (“The[] costs of paying the claims administrator, processing the claims, providing notice to the
3 class, and generally administering the settlement is typically deducted from the settlement fund.”).

4 Given the size of the Settlement Class here, as well as the nature of the Settlement—which,
5 for example, involves automatic payments to hundreds of thousands of individuals, many of whom
6 may not cash their checks, and a possible redistribution—the total Costs of Settlement
7 Administration are difficult to predict with certainty at this point. Currently, the Administrator
8 estimates that the costs of administering Notice and an initial distribution will be \$1,199,926.
9 (Patel Decl. ¶ 24.) There may, however, also be a redistribution, depending on check-cashing rates
10 from the initial distribution. Therefore, the Parties have agreed that the Administrator “shall
11 reassess its determination at the time of redistribution and provide an estimate to Class Counsel
12 and Defendant’s Counsel for approval stating any amounts originally retained that should be
13 distributed the Settlement Class, or any additional amounts that the Settlement Administrator
14 expects to incur,” and that the remaining costs of Settlement Administration must be approved
15 Class Counsel and Defense Counsel prior to disbursement. (S.A. ¶¶ 2.9, 7.3.3, 7.3.4.)

16 Thus, Plaintiff requests reimbursement for the Administrator in the amount of up to
17 \$1,199,926, plus any costs approved by the Parties for any redistribution.

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1 **CONCLUSION**

2 Based on the foregoing, the Court should grant the Motion and enter the Final Approval
3 Order.

4 Dated: September 18, 2024

5 /s/ Richard K. Hy

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of EGGLETT ADAMS EGGLETT HAM HENRIOD, and that on September 18, 2024, I caused the foregoing **PLAINTIFF’S MOTION & MEMORANDUM IN SUPPORT OF UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT & CERTIFICATION OF SETTLEMENT CLASS** to be served upon those persons designated by the parties in the E-Service Master List for the above-referenced matter in the Eighth Judicial District Court eFiling System in accordance with the mandatory electronic service requirements of Administrative Order 14-2 and the Nevada Electronic Filing and Conversion Rules.

/s/ Jennifer Lopez
An Employee of EGGLETT ADAMS EGGLETT HAM HENRIOD

EXHIBIT 1

**DISTRICT COURT
CLARK COUNTY, NEVADA**

ANGEL LUIS RODRIGUEZ, JR.,
individually and as a representative of the
class,

Plaintiff,

vs.

NATIONAL CREDIT CENTER, LLC,

Defendant.

CASE No. A-23-869000-B

**DECLARATION OF RITESH PATEL RE:
CONTINENTAL DATALOGIX LLC
IMPLEMENTATION OF NOTICE PLAN**

I, Ritesh Patel, hereby declare as follows:

1. My name is Ritesh Patel and I make this declaration in Montgomery County, Pennsylvania. The statements that follow are all made of my personal knowledge.

2. I am a Partner at Continental DataLogix LLC (“Continental”), which was appointed to aid in giving notice to potential Settlement Class Members and I was responsible for overseeing the dissemination of notices to members of the Class.

3. In accordance with the Court’s July 17, 2024 Order Granting Plaintiff’s Unopposed Motion & Memorandum in Support of Unopposed Motion for Preliminary Approval of Class Action Settlement & Preliminary Certification of Settlement Class, on Order Shortening Time, Continental was appointed as the Settlement Administrator in this case.

Data Processing

4. On June 20, 2024, Continental was provided with data files containing names, mailing addresses, and other data points containing 1,346,274 rows. In preparation for the dissemination of the Notice, Continental processed the mailing list through Accurint, a LexisNexis search service, to locate email or mailing addresses for those Settlement Class Members whose original contact information did not contain one or the other. After removal of 896,169 duplicates, and 23,618 records with insufficient mailing or emailing information, a total of 426,487 mailable or emailable records remained.

1 **Email Notice**

2 5. Of the 426,487 records on the mailing list, 328,731 records had valid email addresses. Beginning
3 July 24, 2024, Continental arranged for the transmission of the Email Notice (“Exhibit A”) to 328,731
4 Settlement Class Members. 29,286 of the Email Notices were undeliverable. The Email Notice was sent
5 with both English and Spanish languages in the same email.

6 **Mail Notice**

7 6. Of the 426,487 records on the mailing list, 426,260 records had valid mailing addresses. Beginning
8 July 24, 2024, the Mail Notice (“Exhibit B”) was mailed to 426,260 Settlement Class Members for whom
9 a valid mailing address was available via USPS First Class Mail. The Mail Notice was sent with both
10 English and Spanish languages in the same envelope.

11 7. In preparation for the notice mailing, Continental processed the mailing addresses through the
12 United States Postal Service’s (“USPS”) National Change of Address (“NCOA”) database. The NCOA
13 process provided updated addresses for Settlement Class Members who have submitted a change of address
14 with the USPS in the last 48 months, and the process also standardized the addresses for mailing.

15 8. As of September 12, 2024, Continental received 33,874 Notices returned by the USPS as
16 undeliverable with no forwarding address, 30,404 have been processed and their addresses were sent to
17 Accurint, in an attempt to locate an updated mailing address. Notices were remailed to 25,612 records with
18 updated addresses. 3,470 are being processed and their addresses will be sent to Accurint, in an attempt to
19 locate an updated mailing address. Of the 25,612 Notices which were remailed, 1,449 have been returned
20 as undeliverable with no updated address provided.

21 9. As of September 12, 2024, Continental received 8,979 Notices returned by the USPS as
22 undeliverable with a forwarding address and 8,578 have been promptly re-mailed. 401 are currently being
23 processed for re-mailing, if necessary.

24 **Summary of Initial Notice Dissemination**

25 10. In summary, based on the number of undeliverable email notices and undeliverable mail notices, a
26 total of 422,476 class members are presumed to have successfully received Notice via mail and/or email.

1 This results in a current presumed successful delivery rate of 99.06%.

2 **Reminder Email Notices**

3 11. In accordance with Section 4.2.2 of the Settlement Agreement, on August 29, 2024, Continental
4 sent 2,675 Undeliverable Mail Email Notices (“Exhibit C”), in both English and Spanish, to Settlement
5 Class Members whose Mail Notice was returned and not successfully remailed and had a valid email
6 address. Continental will send this reminder again on September 19, 2024.

7 12. Following the entry of the Final Approval Order, and in accordance with Section 4.2.2 of the
8 Settlement Agreement, Continental will send two rounds of reminder notices to Settlement Class Members
9 who have not submitted a Payment Election Form and for whom an email address is available.

10 **Settlement Website**

11 13. In accordance with Section 4.2.3 of the Settlement Agreement on July 19, 2024, Continental
12 launched the Settlement Website (<https://www.RodriguezOFACsettlement.com>) where Settlement Class
13 Members can view general information about this Settlement, submit a Claim Form electronically, submit
14 a Payment Election Form electronically, and read answers to frequently asked questions. Visitors to the
15 website can also review “Important Documents,” including the Complaint, Settlement Agreement, Motion
16 for Preliminary Approval and Preliminary Approval Order, Long Form Notice, Mailed Notice in English,
17 Spanish, and Arabic, Claim Form, and Payment Election Form. Continental has updated the Settlement
18 Website throughout the Notice period by, for example, posting Plaintiff’s Motion for Attorneys’ Fees,
19 Costs, and Service Award to the “Important Documents” soon after this Motion was filed with the Court.

20 14. As of September 11, 2024, the Settlement Website has received 40,106 pageviews.

21 **Class Member Communication**

22 15. In accordance with Section 4.2.4 of the Settlement Agreement, Continental established and
23 continues to maintain a toll-free telephone line with an interactive voice response (“IVR”) system where
24 callers may listen to answers to frequently asked questions in English, Spanish, or Arabic or speak with a
25 live agent. As of September 8, 2024, the telephone line has received 6,266 calls.

1 16. Continental established and continues to maintain the email address
2 info@RodriguezOFACsettlement.com. As of September 11, 2024, Continental has received 880 emails and
3 sent 641 emails in response. Emails to which no response was sent were either spam, duplicate, or did not
4 require a response.

5 17. Continental established and continues to maintain a post office box where Settlement Class
6 Members may submit claims, payment election forms, objections, opt-outs, and other correspondence. As
7 of September 11, 2024, Continental has received two pieces of correspondence, excluding Claim Forms,
8 Payment Election Forms, Objections, and Opt-Outs, all detailed below.

9 **Objections & Opt-Outs**

10 18. The postmark deadline for opting-out or objecting is September 25, 2024.

11 19. As of September 11, 2024, Continental has not received any Objections.

12 20. As of September 11, 2024, Continental has received six Opt-Outs.

13 **Claim and Payment Election Forms**

14 21. Settlement Class Members may submit Claim Forms and Payment Election Forms either
15 electronically or by mail until 60 days after the Final Approval Order is entered.

16 22. As of September 11, 2024, Continental has received 415 Claim Forms which are in the process of
17 being reviewed in accordance with the terms outlined in Section 5.2.4 of the Settlement Agreement.

18 23. As of September 11, 2024, Continental has received 1,130 Payment Election Forms.

19 **Administrative Costs and Fees**

20 24. As detailed below, Continental estimates that the costs and fees of distributing Notice and payments
21 to Class Members for this matter will total approximately \$1.2 million. This estimate is based on certain
22 specifications provided to Continental and related assumptions. Actual costs may vary based on actual
23 volumes and required procedures.

<u>Process</u>	<u>Incurred through August</u>	<u>Remaining Estimate</u>	<u>Total Estimate</u>
Initial Coordination	\$52,162.50	\$12,200.50	\$64,363.00
Skip-tracing and Translation	\$26,147.76	\$0.00	\$26,147.76
Notice Implementation	\$169,222.75	\$24,842.25	\$194,065.00
Website Development	\$17,690.00	\$850.00	\$18,540.00
Claims Processing	\$133.00	\$5,605.00	\$5,738.00
Telephone Support and Communications	\$13,726.75	\$12,023.25	\$25,750.00
Distribution Services	\$0.00	\$191,855.00	\$191,855.00
Tax Services	\$0.00	\$11,100.00	\$11,100.00
Postage	\$262,913.16	\$399,454.84	\$662,368.00
Total	\$541,995.92	\$657,930.08	\$1,199,926.76

25. Notably, the above estimate includes the anticipated costs and fees of the Actual Damages distribution and redistribution to those class members who negotiated the initial pro rata award payment. This cost is difficult to predict with certainty at this time as it is based on a number of variables such as, but not limited to, the number of claims received, the number of class members who are to receive the redistribution, and postage rates.

26. At the present time, Continental anticipates that the total administrative cost and fees to be \$1,199,926.76 and is not expected to exceed \$1.4 million. Through the end of August, Continental had already incurred costs and fees in the amount of \$541,995.92.

27. On June 24, 2024, and in accordance with the Settlement Agreement, Continental received an advance of \$275,000.00 from Defendant for the initial costs of distributing Notice.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Executed on this 17th day of September 2024.

Ritesh Patel

EXHIBIT A

Notice ID: <<NoticeID>>
PIN Number: <<PIN>>

<<FirstName>><<LastName>>
<<Address1>>
<<Address2>>
<<City>>, <<St>> <<Zip>>



NOTICE OF CLASS ACTION SETTLEMENT
Rodriguez v. National Credit Center, LLC, No. A-23-869000-B
A NEVADA STATE COURT AUTHORIZED THIS NOTICE.

You have been identified as a member of a proposed class action settlement. You are eligible to receive a payment from the Settlement if it is approved. You are not being sued.

Your rights and options are explained in this Notice. Please read this Notice carefully.

What Is This Case About?

Plaintiff Angel Luis Rodriguez, Jr. (“Plaintiff”) filed a class action lawsuit, or a lawsuit seeking to recover on behalf of a group of people, against National Credit Center, LLC (“NCC” or “Defendant”). NCC offers services to auto dealers, power sports dealers, and lenders while they are considering prospective borrowers for loans or finance deals. Plaintiff claims that NCC provided an NCC OFAC Screen to its customers inaccurately stating that he and other Class Members were possible matches to an entry on the Office of Foreign Asset Control’s List of Specially Designated Nationals (the “OFAC List”). The OFAC List, which is maintained by the U.S. Department of the Treasury, is a list of people, groups, and companies, such as terrorists and narcotics traffickers, that U.S. businesses are not allowed to do business with.

NCC denies any and all allegations or assertions of wrongdoing in this lawsuit and the Court has not made any finding that NCC has engaged in any wrongdoing or misconduct of any kind. However, Plaintiff and NCC have agreed to resolve disputed claims through a proposed class action settlement. The Settlement has not yet been approved by the Court.

Am I Included in the Settlement?

Yes. That means that, according to Defendant’s records, between May 5, 2020 and June 11, 2024, Defendant sold a report to a third party about your name, and that report identified your name as being similar to a person or an entity that is listed on the OFAC List. Being a member of the Settlement Class does *NOT* mean that you are actually listed on the OFAC List.

If you would like more information about why you are a Class Member or what was reported about you, you may contact the Settlement Administrator at (833) 366-0325 or info@RodriguezOFACsettlement.com.

What Does the Settlement Provide?

Defendant has agreed to pay \$30,000,000.00 and to make changes to its policies and procedures for NCC OFAC Screens to settle the lawsuit. This amount will cover: (1) cash payments to Class Members, (2) attorneys’ fees and costs that the Court may later approve, (3) settlement administration expenses, and (4) any service award for Plaintiff that the Court may later approve.

How Much Money Will I Receive?

Each Settlement Class Member will receive a Pro Rata Award payment of an estimated **\$38.00 - \$42.00**.

**FOR MORE INFORMATION, PLEASE VISIT www.RodriguezOFACsettlement.com,
CALL (833) 366-0325 OR EMAIL info@RodriguezOFACsettlement.com.** PLTFDEC00007

Additionally, Settlement Class Members that experienced particularized harm as a result of the NCC OFAC Screen reported by Defendant may also file a Claim Form to receive an Actual Damages Award of up to \$1,500.00, depending on the form of harm claimed and whether the Class Member submits supporting documentation. The claimed harm must be due to the results of an NCC OFAC Screen (as opposed to being denied for creditworthiness, such as where a credit score failed to meet a lender's predetermined threshold). Forms of harm that Class Members may have experienced that qualify for an Actual Damages Award include: (1) Experiencing significant emotional distress as a result of the NCC OFAC Screen. This includes stress that caused or worsened physical symptoms (sleeplessness, panic attacks, etc.). It also includes experiencing significant embarrassment or humiliation due to having the results of the NCC OFAC Screen provided to another person. Other forms of significant emotional distress will be determined by the Settlement Administrator. (2) Having a transaction delayed, being denied credit, or being unable to complete a transaction as a result of the NCC OFAC Screen, with no supporting documentation. (3) Having a transaction delayed, being denied credit, or being unable to complete a transaction as a result of the NCC OFAC Screen, with supporting documentation.

Valid Claim Forms submitted online, emailed, or postmarked by **December 9, 2024** will be honored. Claims made after December 9, 2024 may still be honored, as the final claims deadline depends on the Court's final approval order. The settlement website will be updated with the claims deadline after final approval, and reminder notices will be sent accordingly. You can obtain a Claim Form at www.RodriguezOFACsettlement.com. Any Actual Damages Awards payment will be sent after the Pro Rata Award payment.

How Will I Be Paid?

Unless you elect otherwise, your payment will be mailed as a check to the address listed at the top of this Notice. If you wish to receive payment in another form, you may complete a Payment Election Form at www.RodriguezOFACsettlement.com.

If you move, you must inform the Settlement Administrator of your new address. You may do so by visiting www.RodriguezOFACsettlement.com, emailing info@RodriguezOFACsettlement.com, or calling (833) 366-0325.

What Are My Options?

- (1) **Do Nothing.** You will receive a Pro Rata Award payment. You will lose any legal rights you may have against Defendant related to this lawsuit, and you will lose the right to object to the settlement of this lawsuit. If you do not submit an online Payment Election Form, your payment will be sent by check to the address listed at the top of this Notice.
- (2) **Submit a Claim Form.** If you experienced particularized harm as a result of the NCC OFAC Screen reported by Defendant, you may make a claim for an Actual Damages Award in addition to the Pro Rata Award by filling out a Claim Form and submitting it by **December 9, 2024**. That deadline may be extended by the Court's final approval order, which will be posted on the settlement website. You will lose any legal rights you may have against Defendant related to this lawsuit.
- (3) **Submit a Payment Election Form.** If you wish to receive your payment at a different address or via electronic means, you can submit a Payment Election Form by **December 9, 2024** requesting payment by other means (Zelle, Venmo, etc.). That deadline may be extended by the Court's final approval order, which will be posted on the settlement website. You are not required to submit a Payment Election Form in order to be paid, except if mail to the above address is returned. In that case, we will send you a further notice by email informing you that you are required to submit a Payment Election Form in order to receive your payment. You will lose any legal rights you may have against Defendant related to this lawsuit.
- (4) **Exclude Yourself.** You may exclude yourself from the Settlement Class by mailing a written notice to the Settlement Administrator, postmarked by **September 25, 2024**, that includes a signed and dated statement saying that you want to be excluded from the Class. If you exclude yourself, you will not receive a settlement payment and you will lose the right to object to the settlement of this lawsuit, but you will keep any legal rights you may have against Defendant.
- (5) **Object.** If you do not exclude yourself, you have the right to appear (or to hire a lawyer to appear for you) before the Court and object to the Settlement. If you wish to object, you must send a written, signed objection to the Settlement Administrator (and file it with the Court) no later than **September 25, 2024**. If the Court overrules your objection, you will be bound by the Court's decision, and you will remain a part of the Settlement.

Specific instructions on how to object to or exclude yourself from the Settlement are available at www.RodriguezOFACsettlement.com.

Who Represents Me?

The Court has appointed lawyers from Berger Montague PC and Eglet Adams to serve as Class Counsel. As part of the settlement process, these lawyers will ask the Court to authorize them to make certain payments from the Settlement Fund, including: (1) settlement administration expenses; (2) legal fees, which will not exceed one-third of the total Settlement Fund; (3) out-of-pocket costs; and (4) a service award for Plaintiff, which will not exceed \$25,000.00.

When Will the Court Consider the Settlement?

The Court will hold a Final Approval Hearing on October 10, 2024 at 9:30 a.m. PDT in Department 16 of the Regional Justice Center at 200 Lewis Avenue, Las Vegas, NV 89101. At that hearing, the Court will: (1) hear any objections about the fairness of the Settlement; (2) decide whether to approve the requested attorneys' fees and costs, as well as Plaintiff's service award; and (4) decide whether the Settlement should be approved.

FOR MORE INFORMATION, PLEASE VISIT www.RodriguezOFACsettlement.com OR CALL (833) 366-0325 OR EMAIL info@RodriguezOFACsettlement.com.

PLTFED00008

AVISO DE CONCILIACIÓN DE DEMANDA COLECTIVA

Rodriguez v. National Credit Center, LLC, No. A-23-869000-B

UN TRIBUNAL ESTATAL DE NEVADA AUTORIZÓ ESTE AVISO.

Usted ha sido identificado como miembro de una conciliación de demanda colectiva propuesta. Usted es elegible para recibir un pago de la Conciliación si se aprueba. Usted no está siendo demandado.

Sus derechos y opciones se explican en este Aviso. Lea este Aviso detenidamente.

¿De qué se trata este caso?

El Demandante Angel Luis Rodríguez, Jr. (“Demandante”) presentó una acción de demanda colectiva o una demanda que busca recuperar en nombre de un grupo de personas contra National Credit Center, LLC (“NCC” o el “Demandado”). NCC ofrece servicios a concesionarios de automóviles, concesionarios de deportes motorizados y prestamistas mientras están considerando posibles prestatarios para préstamos u ofertas financieras. El Demandante reclama que NCC proporcionó una Evaluación de la Oficina de Control de Activos Extranjeros (Office of Foreign Assets Control, OFAC) de NCC a sus clientes en la que declaraba de manera inexacta que él y otros Miembros del Grupo de Demandantes eran posibles coincidencias con una entrada en la Lista de Nacionales Especialmente Designados de la Oficina de Control de Bienes Extranjeros (la “Lista de la OFAC”). La Lista de la OFAC, que mantiene el Departamento del Tesoro de los EE. UU., es una lista de personas, grupos y compañías, como terroristas y narcotraficantes, con las que las empresas estadounidenses no tienen permitido hacer negocios.

NCC niega todas y cada una de las acusaciones o afirmaciones de delitos en esta demanda y el Tribunal no ha encontrado que NCC haya participado en ningún delito o conducta indebida de ningún tipo. Sin embargo, el Demandante y NCC han acordado resolver las reclamaciones en disputa a través de una conciliación de demanda colectiva propuesta. La Conciliación aún no ha sido aprobada por el Tribunal.

¿Estoy incluido en la Conciliación?

Sí. Eso significa que, de acuerdo con los registros del Demandado, entre el 5 de mayo de 2020 y el 11 de junio de 2024, el Demandado vendió un informe a un tercero sobre su nombre, y ese informe identificó su nombre como similar a una persona o entidad que aparece en la Lista de la OFAC. Ser miembro del Grupo de Demandantes de la Conciliación *NO* significa que usted esté realmente incluido en la Lista de la OFAC.

Si desea obtener más información sobre por qué es Miembro del Grupo de Demandantes o lo que se informó sobre usted, puede comunicarse con el Administrador de la Conciliación al (833) 366-0325 o en info@RodriguezOFACsettlement.com.

¿Qué establece la Conciliación?

El Demandado ha acordado pagar \$30,000,000.00 y hacer cambios en sus políticas y procedimientos para las Informe de OFAC de NCC a fin de resolver la demanda. Este monto cubrirá: (1) pagos en efectivo a los Miembros del Grupo de Demandantes, (2) honorarios de abogados y costos que el Tribunal pueda aprobar posteriormente, (3) gastos de administración de la conciliación y (4) cualquier adjudicación por servicio para el Demandante que el Tribunal pueda aprobar posteriormente.

¿Cuánto dinero recibiré?

Cada Miembro del Grupo de Demandantes de la Conciliación recibirá un pago de Adjudicación prorrateada de aproximadamente **\$38.00 a \$42.00**.

Además, los Miembros del Grupo de Demandantes de la Conciliación que sufrieron un daño particular como resultado de la Informe de OFAC de NCC informada por el Demandado también pueden presentar un Formulario de reclamación para recibir una Adjudicación de indemnización por daños reales de hasta \$1,500.00, dependiendo de la forma del daño reclamado y si el Miembro del Grupo de Demandantes presenta documentación de respaldo. El daño reclamado debe ser el resultado de (en lugar de ser denegado por su solvencia crediticia, como cuando una calificación crediticia no cumplió con el umbral predeterminado de un prestamista). Las formas de daño que los Miembros del Grupo de Demandantes pueden haber sufrido y que califican para una Adjudicación de indemnización por daños reales incluyen lo siguiente: (1) Sufrir una angustia emocional significativa como resultado de la Informe de OFAC de NCC. Esto incluye el estrés que causó o empeoró los síntomas físicos (falta de sueño, ataques de pánico, etc.). También incluye tener vergüenza o padecer humillación significativa debido a que los resultados de la Informe de OFAC de NCC se proporcionaron a otra persona. El Administrador de la Conciliación determinará otras formas de angustia emocional significativa. (2) Retraso de una transacción, pedidos de crédito rechazados o no poder completar una transacción como resultado de la Informe de OFAC de NCC, sin documentación de respaldo. (3) Retraso de una transacción, pedidos de crédito rechazados o no poder completar una transacción como resultado de la Informe de OFAC de NCC, con documentación de respaldo.

**PARA OBTENER MÁS INFORMACIÓN, VISITE www.RodriguezOFACsettlement.com,
LLAME AL (833) 366-0325 O ENVÍE UN CORREO ELECTRÓNICO A info@RodriguezOFACsettlement.com.**

Los Formularios de Reclamación Válidos enviados en línea, por correo electrónico, o con matasellos hasta el **9 de diciembre de 2024** serán aceptados. Las reclamaciones realizadas después del 9 de diciembre de 2024 también pueden ser aceptadas, ya que la fecha límite final de las reclamaciones depende de la orden de aprobación final del Tribunal. El sitio web del acuerdo se actualizará con la fecha límite de las reclamaciones después de la aprobación final, y se enviarán avisos de recordatorio en consecuencia. Puede obtener un Formulario de reclamación en www.RodriguezOFACsettlement.com. Cualquier pago de adjudicación de indemnización por daños reales se enviará después del pago de la adjudicación prorrateada.

¿Cómo me pagarán?

A menos que elija lo contrario, su pago se enviará por correo postal en un cheque a la dirección que aparece en la parte superior de este Aviso. Si desea recibir el pago de otra forma, puede completar un Formulario de elección de pago en www.RodriguezOFACsettlement.com.

Si se muda, debe informar al Administrador de la Conciliación sobre su nueva dirección. Puede hacerlo visitando www.RodriguezOFACsettlement.com, enviando un correo electrónico a info@RodriguezOFACsettlement.com o llamando al (833) 366-0325.

¿Cuáles son mis otras opciones?

- (1) **No hacer nada.** Usted recibirá un pago de la adjudicación prorrateada. Perderá cualquier derecho legal que pueda tener contra el Demandado en relación con esta demanda, y perderá el derecho de objetar la conciliación de esta demanda. Si no envía un Formulario de elección de pago en línea, su pago se enviará mediante cheque a la dirección que aparece en la parte superior de este Aviso.
- (2) **Presentar un Formulario de reclamación.** Si sufrió un daño particular como resultado de la Informe de OFAC de NCC informada por el Demandado, usted puede presentar una reclamación por una Adjudicación de indemnización por daños reales, además de la Adjudicación prorrateada si completa un Formulario de reclamación y lo presenta antes del **9 de diciembre de 2024**. Esa fecha límite puede ser extendida por la orden de aprobación final del Tribunal, que se publicará en el sitio web del acuerdo. Usted perderá cualquier derecho legal que pueda tener contra el Demandado en relación con esta demanda.
- (3) **Presentar un Formulario de elección de pago.** Si desea recibir su pago en una dirección diferente o por medios electrónicos, puede enviar un Formulario de elección de pago antes del **9 de diciembre de 2024** para solicitar el pago por otros medios (Zelle, Venmo, etc.). Esa fecha límite puede ser extendida por la orden de aprobación final del Tribunal, que se publicará en el sitio web del acuerdo. Usted no está obligado a presentar un Formulario de elección de pago para que se le pague, excepto si se devuelve el correo enviado a la dirección anterior. En ese caso, le enviaremos un aviso adicional por correo electrónico para informarle que usted debe presentar un Formulario de elección de pago para recibir su pago. Usted perderá cualquier derecho legal que pueda tener contra el Demandado en relación con esta demanda.
- (4) **Excluirse.** Usted puede excluirse del Grupo de Demandantes de la Conciliación enviando por correo postal una notificación por escrito al Administrador de la Conciliación, con sello postal fechado a más tardar el **25 de septiembre de 2024**, que incluya una declaración firmada y fechada que indique que usted desea ser excluido del Grupo de Demandantes. Si se excluye, no recibirá un pago de la conciliación y perderá el derecho de objetar la conciliación de esta demanda, pero conservará cualquier derecho legal que pueda tener contra el Demandado.
- (5) **Objetar.** Si no se excluye, usted tiene derecho a comparecer (o contratar a un abogado para que lo haga por usted) ante el Tribunal y objetar la Conciliación. Si desea objetar, debe enviar una objeción por escrito, firmada al Administrador de la Conciliación (y presentarla ante el Tribunal) a más tardar el **25 de septiembre de 2024**. Si el Tribunal anula su objeción, usted estará obligado por la decisión del Tribunal y seguirá siendo parte de la Conciliación.

Pueden encontrarse instrucciones específicas sobre cómo objetar la Conciliación o excluirse de esta en www.RodriguezOFACsettlement.com.

¿Quién me representa?

El Tribunal ha designado a los abogados de Berger Montague PC y Eglet Adams para que actúen como Abogados del Grupo de Demandantes. Como parte del proceso de conciliación, estos abogados solicitarán al Tribunal que los autorice a realizar ciertos pagos del Fondo de conciliación, incluidos: (1) gastos de administración de la conciliación; (2) honorarios legales, que no excederán un tercio del total del Fondo de conciliación; (3) gastos de bolsillo y (4) una adjudicación por servicios para el Demandante, que no excederá los \$25,000.00.

¿Cuándo considerará el Tribunal la Conciliación?

El Tribunal celebrará una Audiencia de Aprobación Final el 10 de octubre de 2024 a las 9:30 PDT en el Departamento 16 del Centro de Justicia Regional en 200 Lewis Avenue, Las Vegas, NV 89101. En esa audiencia, el Tribunal (1) escuchará cualquier objeción con respecto a la imparcialidad de la Conciliación; (2) decidirá si aprobará los honorarios y costos de los abogados, así como la adjudicación por servicios del Demandante y (3) determinará si la Conciliación debe ser aprobada.

**PARA OBTENER MÁS INFORMACIÓN, VISITE www.RodriguezOFACsettlement.com,
LLAME AL (833) 366-0325 O ENVÍE UN CORREO ELECTRÓNICO A info@RodriguezOFACsettlement.com.**

PLATEDEC00010

EXHIBIT B

From: [Rodriguez v. NCC Settlement Administrator](#)
To: [JOHN DOE](#)
Subject: Notice of Class Action Settlement – Rodriguez v. National Credit Center, LLC
Date: Wednesday, July 24, 2024 4:05:01 PM

Name: **JOHN Q DOE**
Notice ID: **NCC-2C693X45**
PIN Number: **12345678**

Your Mailing Address: **30 ROCK CIR APT 315**
ROCKVILLE PA 19101

Para notificaciones en español, consulte a continuación.

A NEVADA STATE COURT AUTHORIZED THIS NOTICE

You have been identified as a member of a proposed class action settlement. You are eligible to receive a payment from the Settlement if it is approved. You are not being sued.

Your rights and options are explained in this Notice. Please read this Notice carefully.

What Is This Case About?

Plaintiff Angel Luis Rodriguez, Jr. (“Plaintiff”) filed a class action lawsuit, or a lawsuit seeking to recover on behalf of a group of people, against National Credit Center, LLC (“NCC” or “Defendant”). NCC offers services to auto dealers, power sports dealers, and lenders while they are considering prospective borrowers for loans or finance deals. Plaintiff claims that NCC provided an NCC OFAC Screen to its customers inaccurately stating that he and other Class Members were possible matches to an entry on the Office of Foreign Asset Control’s List of Specially Designated Nationals (the “OFAC List”). The OFAC List, which is maintained by the U.S. Department of the Treasury, is a list of people, groups, and companies, such as terrorists and narcotics traffickers, that U.S. businesses are not allowed to do business with.

NCC denies any and all allegations or assertions of wrongdoing in this lawsuit and the Court has not made any finding that NCC has engaged in any wrongdoing or misconduct of any kind. However, Plaintiff and NCC have agreed to resolve disputed claims through a proposed class action settlement. The Settlement has not yet been approved by the Court.

Am I Included in the Settlement?

Yes. That means that, according to Defendant’s records, between May 5, 2020 and June 11, 2024, Defendant sold a report to a third party that identified your name as being similar to a person or an entity that is listed on the OFAC List. Being a member of the Settlement Class does *NOT* mean that you are actually listed on the OFAC List.

If you would like more information about why you are a Class Member or what was reported about you, you may contact the Settlement Administrator at (833) 366-0325 or info@RodriguezOFACsettlement.com.

What Does the Settlement Provide?

Defendant has agreed to pay \$30,000,000.00 and to make changes to its policies and procedures for its NCC OFAC Screen product to settle the lawsuit. This amount will cover: (1) cash payments to Class Members, (2) attorneys’ fees and costs that the Court may later approve, (3) settlement administration expenses, and (4) any service award for Plaintiff that the Court may later approve.

How Much Money Will I Receive?

Each Settlement Class Member will receive a Pro Rata Award payment of an estimated \$38.00 - \$42.00.

Additionally, Settlement Class Members that experienced particularized harm as a result of the NCC OFAC Screen reported by Defendant may also file a [Claim Form](#) to receive an Actual Damages Award of up to \$1,500.00, depending on the form of harm claimed and whether the Class Member submits supporting documentation. Valid Claim Forms submitted online, emailed, or postmarked by **December 9, 2024** will be honored. Claims made after December 9, 2024 may still be honored, as the final claims deadline depends on the Court's final approval order. The settlement website will be updated with the claims deadline after final approval, and reminder notices will be sent accordingly. You can obtain a claim form at www.RodriguezOFACsettlement.com.

Any Actual Damages Awards payment will be sent after the Pro Rata Award payment.

How Will I Be Paid?

If you have also received notice of this Settlement by mail, your payment will be mailed as a check to the address listed at the top of this Notice.

If you do not receive notice by mail, or if you wish to receive payment at another address or in another form, you must complete a [Payment Election Form](#) at www.RodriguezOFACsettlement.com in order to receive a payment.

If you move, you must inform the Settlement Administrator of your new address. You may do so by visiting www.RodriguezOFACsettlement.com, emailing info@RodriguezOFACsettlement.com, or calling (833) 366-0325.

Do I Have to Do Anything to Be Paid?

It depends on whether (1) the Settlement Administrator is able to locate you to send you a payment and (2) you want to make a claim for a higher payment amount.

If you do not receive notice of this Settlement by mail, you must complete a [Payment Election Form](#) in order to receive a payment. We will email you at this email address to inform you if our efforts to send you paper mail have failed. If you are uncertain as to whether you also received notice by mail, you are strongly advised to complete a [Payment Election Form](#).

If you experienced particularized harm and you wish to receive any amount in addition to the Pro Rata Award you must also complete a [Claim Form](#). Further instructions are below.

If you get notice of the Settlement in the mail and do not wish to make a claim for an additional amount, you do not need to do anything further to receive a payment.

What Are My Options?

- (1) **Do Nothing.** You will receive a Pro Rata Award payment. You will lose any legal rights you may have against Defendant related to this lawsuit, and you will lose the right to object to the Settlement of this lawsuit. If you do not submit an online [Payment Election Form](#), your payment will be sent by check to the address listed at the top of this Notice. If mail to the above address is returned, we will send you a further notice by email informing you that you will need to submit a [Payment Election Form](#) in order to receive your payment. If you are unsure whether you received notice of this Settlement by mail, you are strongly advised to complete a [Payment Election Form](#).
- (2) **Submit a [Claim Form](#).** If you experienced particularized harm as a result of the NCC OFAC Screen reported by Defendant, you may make a claim for an Actual Damages Award in addition to the Pro

Rata Award by filling out a [Claim Form](#) and submitting it by **December 9, 2024**. That deadline may be extended by the Court's final approval order, which will be posted on the settlement website. You will lose any legal rights you may have against Defendant related to this lawsuit.

- (3) **Submit a [Payment Election Form](#).** If you do not receive notice in the mail, or if you wish to receive your payment at a different address or via electronic means, you can submit a [Payment Election Form](#) by **December 9, 2024**, requesting payment by other means (Zelle, Venmo, etc.). That deadline may be extended by the Court's final approval order, which will be posted on the settlement website. You are not required to submit a [Payment Election Form](#) in order to be paid, except if mail to the above address is returned. In that case, we will send you a further notice by email informing you that you are required to submit a [Payment Election Form](#) in order to receive your payment. You will lose any legal rights you may have against Defendant related to this lawsuit.
- (4) **Exclude Yourself.** You may exclude yourself from the Settlement Class by mailing a written notice to the Settlement Administrator, postmarked by **September 25, 2024**, that includes a signed and dated statement saying that you want to be excluded from the Class. If you exclude yourself, you will not receive a settlement payment and you will lose the right to object to the settlement of this lawsuit, but you will keep any legal rights you may have against Defendant.
- (5) **Object.** If you do not exclude yourself, you have the right to appear (or to hire a lawyer to appear for you) before the Court and object to the Settlement. If you wish to object, you must send a written, signed objection to the Settlement Administrator (and file it with the Court) no later than **September 25, 2024**. If the Court overrules your objection, you will be bound by the Court's decision, and you will remain a part of the Settlement.

Specific instructions on how to object to or exclude yourself from the Settlement are available at www.RodriguezOFACsettlement.com.

How Do I Submit a Claim Form?

Settlement Class Members that experienced particularized harm as a result of the NCC OFAC Screen reported by Defendant may also file a [Claim Form](#) to receive an Actual Damages Award of up to \$1,500.00, depending on the form of harm claimed and whether the Class Member submits supporting documentation. The claimed harm must be due to the results of an NCC OFAC Screen (as opposed to being denied for creditworthiness, such as where a credit score failed to meet a lender's predetermined threshold).

In order to be valid, Claim Forms must identify the recipient of the NCC OFAC Screen and sufficiently describe the harm that was caused by the NCC OFAC Screen. Forms of harm that Class Members may have experienced that qualify for an Actual Damages Award include: (1) Experiencing significant emotional distress as a result of the NCC OFAC Screen. This includes stress that caused or worsened physical symptoms (sleeplessness, panic attacks, etc.). It also includes experiencing significant embarrassment or humiliation due to having the results of the NCC OFAC Screen provided to another person. Other forms of significant emotional distress will be determined by the Settlement Administrator. (2) Having a transaction delayed, being denied credit, or being unable to complete a transaction as a result of the NCC OFAC Screen, with no supporting documentation. (3) Having a transaction delayed, being denied credit, or being unable to complete a transaction as a result of the NCC OFAC Screen, with supporting documentation.

Valid forms of supporting documentation include, for example, emails or other communications with the recipient of the NCC OFAC Screen demonstrating the harm, or other evidence showing a delay of a transaction, a denial of credit, or a cancellation or termination of an unconsummated transaction due to an NCC OFAC Screen.

Claim Forms can be obtained at www.RodriguezOFACsettlement.com. Claim Forms must be submitted online, emailed, or postmarked by **December 9, 2024**. That deadline may be extended by the Court's final approval order, which will be posted on the settlement website.

Who Represents Me?

The Court has appointed lawyers from Berger Montague PC and Eglet Adams to serve as Class Counsel. As part of the settlement process, these lawyers will ask the Court to authorize them to make certain payments from the Settlement Fund, including: (1) settlement administration expenses; (2) legal fees, which will not exceed one-third of the total Settlement Fund; (3) out-of-pocket costs; and (4) a service award for Plaintiff, which will not exceed \$25,000.00.

When Will the Court Consider the Settlement?

The Court will hold a Final Approval Hearing on October 10, 2024 at 9:30 a.m. PDT in Department 16 of the Regional Justice Center at 200 Lewis Avenue, Las Vegas, NV 89101. At that hearing, the Court will: (1) hear any objections about the fairness of the Settlement; (2) decide whether to approve the requested attorneys' fees and costs, as well as Plaintiff's service award; and (3) decide whether the Settlement should be approved.

For more information, please visit www.RodriguezOFACsettlement.com, call (833) 366-0325 or email info@RodriguezOFACsettlement.com.

UN TRIBUNAL ESTATAL DE NEVADA AUTORIZÓ ESTE AVISO

Usted ha sido identificado como miembro de una conciliación de demanda colectiva propuesta. Usted es elegible para recibir un pago de la Conciliación si se aprueba. Usted no está siendo demandado.

Sus derechos y opciones se explican en este Aviso. Lea este Aviso detenidamente.

¿De qué se trata este caso?

El Demandante Angel Luis Rodriguez, Jr. ("Demandante") presentó una acción de demanda colectiva o una demanda que busca recuperar en nombre de un grupo de personas contra National Credit Center, LLC ("NCC" o el "Demandado"). NCC ofrece servicios a concesionarios de automóviles, concesionarios de deportes motorizados y prestamistas mientras están considerando posibles prestatarios para préstamos u ofertas financieras. El Demandante reclama que NCC proporcionó una Evaluación de la Oficina de Control de Activos Extranjeros (Office of Foreign Assets Control, OFAC) de NCC a sus clientes en la que declaraba de manera inexacta que él y otros Miembros del Grupo de Demandantes eran posibles coincidencias con una entrada en la Lista de Nacionales Especialmente Designados de la Oficina de Control de Bienes Extranjeros (la "Lista de la OFAC"). La Lista de la OFAC, que mantiene el Departamento del Tesoro de los EE. UU., es una lista de personas, grupos y compañías, como terroristas y narcotraficantes, con las que las empresas estadounidenses no tienen permitido hacer negocios.

NCC niega todas y cada una de las acusaciones o afirmaciones de delitos en esta demanda y el Tribunal no ha encontrado que NCC haya participado en ningún delito o conducta indebida de ningún tipo. Sin embargo, el Demandante y NCC han acordado resolver las reclamaciones en disputa a través de una conciliación de demanda colectiva propuesta. La Conciliación aún no ha sido aprobada por el Tribunal.

¿Estoy incluido en la Conciliación?

Sí. Eso significa que, de acuerdo con los registros del Demandado, entre el 5 de mayo de 2020 y el 11 de junio de 2024, el Demandado vendió un informe a un tercero, y ese informe identificó su nombre como similar a una persona o entidad que aparece en la Lista de la OFAC. Ser miembro del Grupo de Demandantes de la Conciliación *NO* significa que usted esté realmente incluido en la Lista de la OFAC.

Si desea obtener más información sobre por qué usted es Miembro del Grupo de Demandantes o lo que se informó sobre usted, puede comunicarse con el Administrador de la Conciliación al (833) 366-0325 o en info@RodriguezOFACsettlement.com.

¿Qué establece la Conciliación?

El Demandado ha acordado pagar \$30,000,000.00 y hacer cambios en sus políticas y procedimientos para sus Informes de OFAC de NCC a fin de resolver la demanda. Este monto cubrirá: (1) pagos en efectivo a los Miembros del Grupo de Demandantes, (2) honorarios de abogados y costos que el Tribunal pueda aprobar posteriormente, (3) gastos de administración de la conciliación y (4) cualquier adjudicación por servicio para el Demandante que el Tribunal pueda aprobar posteriormente.

¿Cuánto dinero recibiré?

Cada Miembro del Grupo de Demandantes de la Conciliación recibirá un pago de Adjudicación prorrateada de aproximadamente \$38.00 a \$42.00.

Además, los Miembros del Grupo de Demandantes de la Conciliación que sufrieron un daño particular como resultado de la Informe de OFAC de NCC informada por el Demandado también pueden presentar un [Formulario de reclamación](#) para recibir una Adjudicación de indemnización por daños reales de hasta \$1,500.00, dependiendo de la forma del daño reclamado y si el Miembro del Grupo de Demandantes presenta documentación de respaldo. Los Formularios de Reclamación Válidos enviados en línea, por correo electrónico, o con matasellos hasta el **9 de diciembre de 2024** serán aceptados. Las reclamaciones realizadas después del 9 de diciembre de 2024 también pueden ser aceptadas, ya que la fecha límite final de las reclamaciones depende de la orden de aprobación final del Tribunal. El sitio web del acuerdo se actualizará con la fecha límite de las reclamaciones después de la aprobación final, y se enviarán avisos de recordatorio en consecuencia. Puede obtener un Formulario de reclamación en www.RodriguezOFACsettlement.com

Cualquier pago de adjudicación de indemnización por daños reales se enviará después del pago de la adjudicación prorrateada.

¿Cómo me pagarán?

Si usted también ha recibido un aviso de esta Conciliación por correo postal, su pago se enviará por correo postal en forma de cheque a la dirección que aparece en la parte superior de este Aviso.

Si no recibe el aviso por correo postal, o si desea recibir el pago en otra dirección o de otra forma, debe completar un [Formulario de elección de pago](#) en www.RodriguezOFACsettlement.com para recibir un pago.

Si se muda, debe informar al Administrador de la Conciliación sobre su nueva dirección. Puede hacerlo visitando www.RodriguezOFACsettlement.com, enviando un correo electrónico a info@RodriguezOFACsettlement.com o llamando al (833) 366-0325.

¿Tengo que hacer algo para que me paguen?

Depende de si (1) el Administrador de la Conciliación puede localizarlo para enviarle un pago y (2) usted desea presentar una reclamación por un monto de pago más alto.

Si no recibe una notificación de esta Conciliación por correo postal, usted debe completar un [Formulario de elección de pago](#) para recibir un pago. Le enviaremos un correo electrónico a esta dirección de correo electrónico para informarle si nuestros esfuerzos por enviarle correo impreso han fallado. Si no está seguro de si también recibió un aviso por correo postal, se le recomienda enfáticamente que complete un [Formulario de elección de pago](#).

Si sufrió un daño particular y desea recibir cualquier cantidad además de la indemnización prorrateada, también debe completar un [Formulario de reclamación](#). Más instrucciones se encuentran a continuación.

Si recibe un aviso de la Conciliación por correo postal y no desea presentar una reclamación por un monto adicional, no necesita hacer nada más para recibir un pago.

¿Cuáles son mis opciones?

- (1) **No hacer nada.** Usted recibirá un pago de la Adjudicación prorrateada. Perderá cualquier derecho legal que pueda tener contra el Demandado en relación con esta demanda, y perderá el derecho de objetar la Conciliación de esta demanda. Si no envía un [Formulario de elección de pago](#) en línea, su pago se enviará mediante cheque a la dirección que aparece en la parte superior de este Aviso. Si se devuelve el correo enviado a la dirección anterior, le enviaremos un aviso adicional por correo electrónico para informarle que deberá enviar un [Formulario de elección de pago](#) para recibir su pago. Si no está seguro de si también recibió un aviso de esta Conciliación por correo postal, se le recomienda enfáticamente que complete un [Formulario de elección de pago](#).
- (2) **Presentar un [Formulario de reclamación](#).** Si sufrió un daño particular como resultado de la Informe de OFAC de NCC informada por el Demandado, usted puede presentar una reclamación por una Adjudicación de indemnización por daños reales, además de la Adjudicación prorrateada si completa un [Formulario de reclamación](#) y lo presenta antes del **9 de diciembre de 2024**. Esa fecha límite puede ser extendida por la orden de aprobación final del Tribunal, que se publicará en el sitio web del acuerdo. Usted perderá cualquier derecho legal que pueda tener contra el Demandado en relación con esta demanda.
- (3) **Enviar un [Formulario de elección de pago](#).** Si no recibe un aviso por correo postal, o si desea recibir su pago en una dirección diferente o por medios electrónicos, puede presentar un [Formulario de elección de pago](#) antes del **9 de diciembre de 2024** para solicitar el pago por otros medios (Zelle, Venmo, etc.). Esa fecha límite puede ser extendida por la orden de aprobación final del Tribunal, que se publicará en el sitio web del acuerdo. Usted no está obligado a presentar un [Formulario de elección de pago](#) para que se le pague, excepto si se devuelve el correo enviado a la dirección anterior. En ese caso, le enviaremos un aviso adicional por correo electrónico para informarle que usted debe presentar un [Formulario de elección de pago](#) para recibir su pago. Usted perderá cualquier derecho legal que pueda tener contra el Demandado en relación con esta demanda.
- (4) **Excluirse.** Usted puede excluirse del Grupo de Demandantes de la Conciliación enviando por correo postal una notificación por escrito al Administrador de la Conciliación, con sello postal fechado a más tardar el **25 de septiembre de 2024**, que incluya una declaración firmada y fechada que indique que usted desea ser excluido del Grupo de Demandantes. Si se excluye, no recibirá un pago de la conciliación y perderá el derecho de objetar la conciliación de esta demanda, pero conservará cualquier derecho legal que pueda tener contra el Demandado.
- (5) **Objetar.** Si no se excluye, usted tiene derecho a comparecer (o contratar a un abogado para que lo haga por usted) ante el Tribunal y objetar la Conciliación. Si desea objetar, debe enviar una objeción por escrito, firmada al Administrador de la Conciliación (y presentarla ante el Tribunal) a más tardar el **25 de septiembre de 2024**. Si el Tribunal anula su objeción, usted estará obligado por la decisión del Tribunal y seguirá siendo parte de la Conciliación.

Pueden encontrarse instrucciones específicas sobre cómo objetar o excluirse de la Conciliación en www.RodriguezOFACsettlement.com.

¿Cómo presento un formulario de reclamación?

Los Miembros del Grupo de Demandantes de la Conciliación que sufrieron un daño particular como resultado de la Informe de OFAC de NCC informada por el Demandado también pueden presentar un [Formulario de reclamación](#) para recibir una Adjudicación de indemnización por daños reales de hasta \$1,500.00, según la forma de daño reclamado y si el Miembro del Grupo de Demandantes presenta documentación de respaldo. El daño reclamado debe ser el resultado de una Informe de OFAC de NCC (en lugar de ser denegado por su solvencia crediticia, como cuando una calificación crediticia no cumplió con

el umbral predeterminado de un prestamista).

Para que sea válido, los Formularios de reclamación deben identificar al destinatario de la Informe de OFAC de NCC y describir suficientemente el daño causado por la Informe de OFAC de NCC. Las formas de daño que los Miembros del Grupo de Demandantes pueden haber sufrido y que califican para una Adjudicación de indemnización por daños reales incluyen lo siguiente: (1) Sufrir una angustia emocional significativa como resultado de la Informe de OFAC de NCC. Esto incluye el estrés que causó o empeoró los síntomas físicos (falta de sueño, ataques de pánico, etc.). También incluye tener vergüenza o padecer humillación significativa debido a que los resultados de la Informe de OFAC de NCC se proporcionaron a otra persona. El Administrador de la Conciliación determinará otras formas de angustia emocional significativa. (2) Retraso de una transacción, ser rechazado para obtener crédito o no poder completar una transacción como resultado de la Informe de OFAC de NCC, sin documentación de respaldo. (3) Retraso de una transacción, ser rechazado para obtener un crédito o no poder completar una transacción como resultado de la Informe de OFAC de NCC, con documentación de respaldo.

Las formas válidas de documentación de respaldo incluyen, por ejemplo, correos electrónicos u otras comunicaciones con el destinatario de la Informe de OFAC de NCC que demuestren el daño u otra evidencia que demuestre un retraso de una transacción, una denegación de crédito o una cancelación o terminación de una transacción no consumada debido a una Informe de OFAC de NCC.

Puede obtener Formularios de reclamación en www.RodriguezOFACsettlement.com. Los Formularios de reclamación deben enviarse en línea, por correo electrónico o con sello postal fechado a más tardar el **9 de diciembre de 2024**. Esa fecha límite puede ser extendida por la orden de aprobación final del Tribunal, que se publicará en el sitio web del acuerdo.

¿Quién me representa?

El Tribunal ha designado a los abogados de Berger Montague PC y Eglet Adams para que actúen como Abogados del Grupo de Demandantes. Como parte del proceso de conciliación, estos abogados solicitarán al Tribunal que los autorice a realizar ciertos pagos del Fondo de conciliación, incluidos: (1) gastos de administración de la conciliación; (2) honorarios legales, que no excederán un tercio del total del Fondo de conciliación; (3) gastos de bolsillo; y (4) una adjudicación por servicios para el Demandante, que no excederá los \$25,000.00.

¿Cuándo considerará el Tribunal la Conciliación?

El Tribunal celebrará una Audiencia de Aprobación Final el 10 de octubre de 2024 a las 9:30 PDT en el Departamento 16 del Centro de Justicia Regional en 200 Lewis Avenue, Las Vegas, NV 89101. En esa audiencia, el Tribunal (1) escuchará cualquier objeción con respecto a la imparcialidad de la Conciliación; (2) decidirá si aprobará los honorarios y costos de los abogados, así como la adjudicación por servicios del Demandante; y (3) determinará si la Conciliación debe ser aprobada.

Para obtener más información, visite www.RodriguezOFACsettlement.com, llame al (833) 366-0325 o envíe un correo electrónico a info@RodriguezOFACsettlement.com.

Click [here](#) to unsubscribe from future emails regarding *Rodriguez v. National Credit Center, LLC* Settlement.

Haga clic [aquí](#) para cancelar la suscripción a futuros correos electrónicos relacionados con la Conciliación de *Rodriguez v. National Credit Center, LLC*.

EXHIBIT C

From: [Rodriguez v. NCC Settlement Administrator](#)
To: [JOHN DOE](#)
Subject: Rodriguez v. National Credit Center, LLC - Information Required for Payment
Date: Thursday, August 29, 2024 9:01:16 AM

Name: **JOHN Q DOE**
Notice ID: **NCC-2C693X45**
PIN Number: **12345678**

Your Mailing Address: **30 ROCK CIR APT 315**
ROCKVILLE PA 19101

Para notificaciones en español, consulte a continuación.

You have been identified as a Class Member in the case of *Rodriguez v. National Credit Center, LLC*, No. A-23-869000-B. The Parties agreed to a settlement, and you are eligible to receive an estimated \$38.00 - \$42.00 payment. We previously emailed you about this Settlement, and informed you that, if we were unable to reach you by U.S. Mail, you would be required to submit a [Payment Election Form](#) in order to receive payment.

This is your notice that, despite our best efforts, we have been unable to reach you by U.S. Mail. Therefore, you must complete a [Payment Election Form](#) by December 9, 2024 in order to receive your Pro Rata Award payment. That deadline may be extended by the Court's final approval order, which will be posted on the Settlement website.

Settlement Class Members that experienced particularized harm as a result of the NCC OFAC Screen reported by Defendant may also file a [Claim Form](#) to receive an additional Actual Damages Award of up to \$1,500.00, depending on the form of harm claimed and whether the Class Member submits supporting documentation. The claimed harm must be due to the results of the NCC OFAC Screen (as opposed to being denied for creditworthiness, such as where a credit score failed to meet a lender's predetermined threshold). Forms of harm that Class Members may have experienced that qualify for an Actual Damages Award include: (1) Experiencing significant emotional distress as a result of the NCC OFAC Screen. This includes stress that caused or worsened physical symptoms (sleeplessness, panic attacks, etc.). It also includes experiencing significant embarrassment or humiliation due to having the results of the NCC OFAC Screen provided to another person. Other forms of significant emotional distress will be determined by the Settlement Administrator. (2) Having a transaction delayed, being denied credit, or being unable to complete a transaction as a result of the NCC OFAC Screen, with no supporting documentation. (3) Having a transaction delayed, being denied credit, or being unable to complete a transaction as a result of the NCC OFAC Screen, with supporting documentation.

Claim Forms must be submitted online, emailed, or postmarked by **December 9, 2024**. Claims made after December 9, 2024 may still be honored, as the final claims deadline depends on the Court's final approval order. The Settlement website will be updated with the claims deadline after final approval. You can obtain a [Claim Form](#) at www.RodriguezOFACsettlement.com. Any Actual Damages Awards payment will be sent after the Pro Rata Award payment.

For more information, please visit www.RodriguezOFACsettlement.com, call (833) 366-0325 or email info@RodriguezOFACsettlement.com.

Usted ha sido identificado como Miembro del Grupo de Demandantes en el caso de *Rodriguez v. National Credit Center, LLC*, No. A-23-869000-B. Las Partes acordaron una conciliación y usted es elegible para recibir un pago estimado de \$38.00 a \$42.00. Anteriormente le enviamos un correo electrónico sobre esta Conciliación y le informamos que, si no pudiéramos comunicarnos con usted por correo postal de los EE. UU., usted debería presentar un [Formulario de elección de pago](#) para recibir el pago.

Este es su aviso de que, a pesar de nuestros mejores esfuerzos, no hemos podido comunicarnos con usted por correo postal de los EE. UU. Por lo tanto, usted debe completar un Formulario de elección de pago a más tardar el 9 de diciembre de 2024 para recibir su pago de Adjudicación prorrateada.

Esa fecha límite puede ser extendida por la orden de aprobación final del Tribunal, que se publicará en el sitio web del acuerdo.

Los Miembros del Grupo de Demandantes de la Conciliación que sufrieron un daño particular como resultado de la Informe de OFAC de NCC informada por el Demandado también pueden presentar un [Formulario de reclamación](#) para recibir una Adjudicación de indemnización por daños reales de hasta \$1,500.00, según la forma de daño reclamado y si el Miembro del Grupo de Demandantes presenta documentación de respaldo. El daño reclamado debe ser el resultado de la Informe de OFAC de NCC (en lugar de ser denegado por su solvencia crediticia, como cuando una calificación crediticia no cumplió con el umbral predeterminado de un prestamista). Las formas de daño que los Miembros del Grupo de Demandantes pueden haber sufrido y que califican para una Adjudicación de indemnización por daños reales incluyen lo siguiente: (1) Sufrir una angustia emocional significativa como resultado de la Informe de OFAC de NCC. Esto incluye el estrés que causó o empeoró los síntomas físicos (falta de sueño, ataques de pánico, etc.). También incluye tener vergüenza o padecer humillación significativa debido a que los resultados de la Informe de OFAC de NCC se proporcionaron a otra persona. El Administrador de la Conciliación determinará otras formas de angustia emocional significativa. (2) Retraso de una transacción, ser rechazado para obtener crédito o no poder completar una transacción como resultado de la Informe de OFAC de NCC, sin documentación de respaldo. (3) Retraso de una transacción, ser rechazado para obtener un crédito o no poder completar una transacción como resultado de la Informe de OFAC de NCC, con documentación de respaldo.

Los Formularios de reclamación deben enviarse en línea, por correo electrónico o con sello postal fechado a más tardar el **9 de diciembre de 2024**. Las reclamaciones realizadas después del 9 de diciembre de 2024 también pueden ser aceptadas, ya que la fecha límite final de las reclamaciones depende de la orden de aprobación final del Tribunal. El sitio web del acuerdo se actualizará con la fecha límite de las reclamaciones después de la aprobación final, y se enviarán avisos de recordatorio en consecuencia. Puede obtener un [Formulario de reclamación](#) en www.RodriguezOFACsettlement.com. Cualquier pago de adjudicación de indemnización por daños reales se enviará después del pago de la adjudicación prorrateada.

Para obtener más información, visite www.RodriguezOFACsettlement.com, llame al (833) 366-0325 o envíe un correo electrónico a info@RodriguezOFACsettlement.com.

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