

CLERK OF THE COURT

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28 *Attorneys for Plaintiff and the Class*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

24 Plaintiff,

25 vs.

26 NATIONAL CREDIT CENTER, LLC,

27 Defendant.

Case No. A-23-869000-B  
Department 16

**ORDER:**

**FINAL APPROVING CLASS ACTION  
SETTLEMENT, AUTHORIZING  
DISBURSEMENT OF SETTLEMENT  
FUNDS, AND DISMISSING CASE  
WITH PREJUDICE**

1 On October 10, 2024, the Court held a hearing on Plaintiff Angel Luis Rodriguez, Jr.’s  
2 (“Plaintiff” or “Class Representative”) Unopposed Motions for (i) Final Approval of Class Action  
3 Settlement and Certification of Settlement Class; and (ii) Attorneys’ Fees, Costs, and Class  
4 Representative Service Award. At the hearing, Plaintiff, Defendant National Credit Center, LLC  
5 (“Defendant”), and members of the proposed class of consumers in this matter (the “Settlement  
6 Class”) were afforded the opportunity to be heard in support of or in opposition to the Settlement.  
7 The Court has considered all papers filed and arguments with respect to the proposed Settlement of  
8 the claim asserted under the Fair Credit Reporting Act (“FCRA”) by the Settlement Class, therefore,

9 **THE COURT FINDS AS FOLLOWS:**

10 1. For purposes of this Order (the “Final Judgment and Order”), the Court adopts all  
11 defined terms as set forth in the Settlement Agreement and Release (“Settlement Agreement”)  
12 signed on behalf of the Settlement Class and Defendant, on or about June 11, 2024.

13 **Final Approval of Class Action Settlement**

14 2. The Court’s Preliminary Approval Order preliminarily approving the Settlement is  
15 reaffirmed in all respects.

16 3. The Settlement Agreement warrants final approval under Nev. R. Civ. P. 23(e),  
17 *Murray v. Dubric*, 514 P.3d 1081, 2022 WL 3335982 (Nev. 2022) (unpublished table disposition),  
18 and other factors that Nevada state courts have considered.

19 4. First, the record demonstrates that the Settlement Agreement was reached only after  
20 a significant amount of discovery was completed. *See id.* For example, the Parties both propounded  
21 and responded to written discovery requests; Plaintiff pursued significant third-party discovery,  
22 issuing subpoenas to seven third parties; the Parties negotiated Defendant’s production of  
23 voluminous documents and consumer data, which Plaintiff thereafter analyzed with the help of three  
24 experts; and Plaintiff completed a Fed. R. Civ. P. 30(b)(6) deposition. All told, both Class Counsel  
25 and Defense Counsel had a good grasp on the merits of the case before entering into the Settlement  
26 Agreement, which weighs in favor of final approval.

27 5. Second, the Settlement Agreement was negotiated at arm’s length. Before  
28 executing the Settlement Agreement, the Parties participated in three full-day mediation sessions, as

1 well as subsequent arms-length negotiations, which were conducted with the assistance of an  
2 experienced third-party neutral. This, too, supports final approval of the Settlement. *See id.*

3 6. Third, Settlement Class Members' response to the Settlement further weighs in  
4 favor of final approval. *See id.* All valid opt-outs were required to be postmarked by September 25,  
5 2024, and as of October 3, 2024, only 13 Settlement Class Members had opted out of the Settlement.  
6 Further, objections were due to be filed by September 25, 2024 and only one Class Member, Jose  
7 Luis Garcia Lopez, had objected to any of the Settlement Agreement's terms.

8 7. Mr. Garcia Lopez's objection is both procedurally and substantively deficient. As  
9 a preliminary matter, Mr. Garcia Lopez failed to file his Objection with the Court, as required. This  
10 alone provides sufficient grounds to overrule the objection. Moreover, Mr. Garcia Lopez failed to  
11 provide the basis for his objections with specificity. Instead, in his objection, he largely recited  
12 portions of irrelevant state regulations and statutes, as well as what appear to be excerpts of  
13 overviews of irrelevant legal concepts and standards. Although difficult to parse, Mr. Garcia Lopez  
14 appears to object to the Settlement because he wishes to pursue individual claims against Defendant.  
15 However, this is not a sufficient reason to deny final approval of the Settlement, particularly when  
16 no other Class Member has objected to any of its terms. Thus, the Court **OVERRULES** Mr. Garcia  
17 Lopez's objection, as it is procedurally invalid and it does not raise a genuine issue of concern as to  
18 all Settlement Class Members. The Court further notes that neither Mr. Garcia Lopez nor any other  
19 objecting Settlement Class Member appeared at the Final Approval Hearing.

20 8. All told, the Settlement Class's strong support confirms that the Settlement  
21 Agreement is worthy of final approval.

22 9. Fourth, not only did the Defendant deny liability under the facts alleged, the  
23 Defendant contested the applicability of FCRA, the sole authority for the relief sought in the  
24 Complaint, to its business and the product at issue.

25 10. Moreover, the Settlement Agreement creates both significant monetary and  
26 injunctive relief—results which are especially impressive given Settlement Class Members'  
27 significant risks to recovery had the case continued in litigation, and in light of the fact that most  
28 courts hold that the FCRA does not provide for injunctive relief of the kind agreed to in this

1 litigation.

2 11. As for monetary relief, the Settlement Agreement provides a total settlement  
3 amount of \$30 million which, to Plaintiff's knowledge, makes the Settlement the fourth-largest  
4 recovery in the history of the FCRA. The Settlement amount is also larger than any FCRA recovery  
5 achieved by the Federal Trade Commission or the Consumer Financial Protection Bureau. On an  
6 individual level, the relief is also substantial, particularly in light of the fact that the FCRA allows  
7 for statutory damages of \$100 to \$1,000 for each willful violation. 15 U.S.C. § 1681n(a)(1). The  
8 Settlement Agreement also provides for meaningful injunctive relief: practice changes relative to  
9 processes by which Defendant generates NCC OFAC Screens, which directly address the claims at  
10 issue in this litigation to the benefit of consumers. The value of the Settlement's injunctive relief is  
11 estimated, on the conservative end, to be \$18 million dollars. Notably, this injunctive relief could  
12 only have been achieved most likely in the settlement context.

13 12. These results are particularly strong given the risks of continued litigation. For  
14 example, both liability and willfulness were hotly contested here, with there being no guarantee that  
15 Plaintiff would prevail on these issues at summary judgment, trial, and inevitable appeals. The  
16 Settlement allows Plaintiff and Settlement Class Members to avoid these (and other) substantial  
17 risks, and to receive immediate relief.

18 13. All told, the Court finds that the Settlement Agreement is fair, adequate, and  
19 reasonable.

20 14. The Court hereby finally approves the Settlement Agreement pursuant to Nev. R.  
21 Civ. P. 23(e).

22 **Final Certification of Settlement Class**

23 15. The Court's Preliminary Approval Order preliminarily certifying the Settlement  
24 Class is reaffirmed in all respects.

25 16. The prerequisites to a class action under Nev. R. Civ. P. 23(a) have been satisfied,  
26 for settlement purposes only, for the Settlement Class defined as follows:

27 All individuals who were the subject of an NCC OFAC Screen Defendant  
28 disseminated to a third party from May 5, 2020, through the Execution Date.

1           17.    The Settlement Class, which consists of more than 400,000 Settlement Class  
2 Members, is sufficiently numerous.

3           18.    For the purposes of settlement only, Plaintiff’s claims are typical of those of the  
4 other Settlement Class Members in that all members of the Class, including Plaintiff, had an NCC  
5 OFAC Screen prepared about them that did not result in a negative response.

6           19.    For the purposes of settlement only, the Court finds there are questions of fact and  
7 law that are common to all Settlement Class Members. Such questions include, for example, whether  
8 NCC OFAC Screens are a consumer report subject to the FCRA, and if so, whether Defendant used  
9 reasonable procedures to assure maximum possible accuracy in generating its results. These  
10 questions are common to the Settlement Class because their answers as to one class member hold  
11 true for all class members.

12           20.    Plaintiff has fairly and adequately protected the interests of the Settlement Class.  
13 He has been actively involved in investigating and litigating this case for nearly one-and-a-half years  
14 and, for example, helped investigate his claims, reviewed and approved the Complaint, responded  
15 to voluminous discovery requests, stayed in close communication with Class Counsel throughout  
16 the litigation and settlement negotiations, and reviewed and approved the Settlement Agreement.  
17 Plaintiff has no conflict with Settlement Class Members, as each has the same interest in receiving  
18 relief. Moreover, Plaintiff has retained Class Counsel experienced in consumer class action litigation  
19 who have adequately represented, and will continue to adequately represent, the Settlement Class.  
20 Class Counsel, who have been appointed as lead counsel in dozens of FCRA class actions, have  
21 diligently investigated and litigated the claims at issue here, and ultimately secured historic  
22 monetary relief and important injunctive relief for the Settlement Class. And, they have done so on  
23 a contingency basis, with no guarantee of a successful resolution: They have not yet been  
24 compensated for any of their (substantial) time spent on this matter, and they have advanced all  
25 expenses, without any guarantee that they would be reimbursed.

26           21.    Further, for settlement purposes only, this action is maintainable as a class action  
27 under Nev. R. Civ. P. 23(c)(3).

28 . . .



1 **Allocation of Settlement Funds**

2 29. As used herein, “Settlement Funds” refers to the total of \$30 million in monetary  
3 consideration that Defendant will pay under the Settlement. The Settlement Funds are composed of:  
4 (i) Defendant’s first payment of \$27 million into the Gross Settlement Fund and (ii) Defendant’s  
5 second payment of \$3 million into the Supplemental Settlement Fund.

6 30. The plan of allocation of the Settlement Funds, as described in Section 5 and 7 of  
7 the Settlement Agreement, is fair and reasonable to all Settlement Class Members and the Court  
8 hereby approves distribution of the Settlement Funds accordingly.

9 **A. Attorneys’ Fees and Costs**

10 31. Class Counsel’s request for an attorney fee award of \$10,000,000, representing  
11 33.3% of the Settlement Funds, is fair and reasonable considering all of the circumstances.

12 32. Under the percentage-of-the-fund method, Class Counsel’s requested fee satisfies  
13 each of the factors enumerated by the Nevada Supreme Court in *Brunzell v. Golden Gate National*  
14 *Bank*, 85 Nev. 345 (1969).

15 33. First, Class Counsel, from both Berger Montague PC and Eglet Adams Eglet Ham  
16 Henriod are experienced, skilled, and highly respected in the area of complex class actions and  
17 consumer litigation.

18 34. Second, the work to be done in this case was difficult, intricate, and important,  
19 requiring significant time and skill. Class action litigation itself is inherently complex; in addition  
20 to its class action nature, this case also involved substantial and unsettled litigation issues. In  
21 particular, Defendant has raised many defenses, including that NCC OFAC Screens do not constitute  
22 “consumer reports,” as defined under the FCRA, and that its screening results on Plaintiff were not  
23 inaccurate. Few courts, and certainly none that are binding on this Court, have decided the precise  
24 legal and factual issues that would have been presented here. In addition, to recover for Plaintiff and  
25 the Class, Class Counsel ultimately would have had to prove not only that NCC OFAC Screens are  
26 governed by the FCRA, and were inaccurate, but also that Defendant violated the FCRA willfully.  
27 *See* 15 U.S.C. § 1681n(a)(1). But proving willfulness under the FCRA is an “onerous task with a  
28 highly uncertain outcome.” *Domonoske v. Bank of Am., N.A.*, 790 F. Supp. 2d 466, 474-76 (W.D.



1 Va. 2011). Moreover, had the Parties here not settled, this case would have involved expensive  
2 factual and expert discovery, and contentious motion practice. Lastly, this case is unquestionably  
3 important. Plaintiff and Class Counsel sought to vindicate the rights of hundreds of thousands of  
4 consumers under the FCRA—most of whom, absent the class action mechanism, would likely never  
5 assert claims or obtain relief for Defendant’s challenged conduct.

6 35. Third, for nearly two years, Class Counsel have dedicated tremendous skill, time,  
7 and attention to investigating, litigating, and eventually resolving this matter. Class Counsel engaged  
8 in voluminous and often contentious discovery, and began preparing numerous motions to compel;  
9 pursued aggressive third party discovery; negotiated the production of, and thereafter analyzed,  
10 complicated data regarding millions of reports, as well as the matching algorithms that had produced  
11 them; retained and managed two experts to analyze those data and algorithms; retained and oversaw  
12 an additional expert to analyze Defendant’s finances; deposed Defendant’s corporate witness; began  
13 preparing for several depositions of additional witnesses; and engaged in lengthy settlement  
14 negotiations, which involved three full-day mediation sessions and ultimately led to monetary relief  
15 for hundreds of thousands of consumers.

16 36. Fourth, as discussed above, Class Counsel have obtained both significant monetary  
17 and injunctive relief for the Settlement Class.

18 37. Thus, Class Counsel’s requested for one-third of the Settlement Funds is reasonable  
19 under *Brunzell*.

20 38. Although not necessary to perform, a lodestar cross-check confirms that Class  
21 Counsel’s requested fee is appropriate. Class Counsel’s cumulative lodestar, using current  
22 reasonable hourly rates, is approximately \$1,192,309, which results in a multiplier of 8.39. This falls  
23 within the range of multipliers approved in other class action cases.

24 39. The Court hereby approves the attorneys’ fee award of \$10,000,000 from the  
25 Settlement Funds.

26 40. Class Counsel’s litigation expenses in the amount of to \$110,453.55—which went  
27 primarily towards expert, mediation, and filing fees—were necessarily incurred in prosecuting this  
28 matter on behalf of the Settlement Class, and are likewise approved for reimbursement from the



1 Settlement Funds.

2 **B. Class Representative Service Award**

3 41. The requested Class Representative Service Award of \$25,000.00 from the  
4 Settlement Funds for Plaintiff is reasonable and appropriate considering his efforts on behalf of the  
5 Settlement Class and his participation in the case.

6 42. Plaintiff has played a hands-on role in this litigation, by, for example, responding  
7 to extensive discovery requests and staying engaged through lengthy settlement negotiations.  
8 Further, he has at all times been the *only* named plaintiff; without Plaintiff's willingness to pursue  
9 his claims on a classwide basis, Class Members likely would have recovered *nothing* for the conduct  
10 challenged in this lawsuit, and would not have benefitted from the policy changes required by the  
11 Settlement.

12 43. The Court hereby approves the requested Class Representative Service Award of  
13 \$25,000.

14 **C. Settlement Administration Costs**

15 44. The Settlement Administrator should be reimbursed for the costs of administering  
16 the Settlement, costs which are routinely reimbursed in class actions.

17 45. Currently, the Settlement Administrator estimates that the costs of administering  
18 Notice and an initial distribution of payments to Settlement Class Members will be \$1,199,926.

19 46. However, there may also be a redistribution, depending on check-cashing rates  
20 from the initial distribution.

21 47. Therefore, the Parties have agreed that, should a redistribution be necessary, any  
22 additional costs of settlement administration must be approved Class Counsel and Defense Counsel  
23 prior to disbursement from the Settlement Funds.

24 48. The Court hereby approves Class Counsel and Defense Counsel to authorize  
25 payment to the Settlement Administrator as set forth in the Settlement Agreement, in the amount of  
26 up to \$1,199,926. The Court further approves Class Counsel and Defense Counsel to authorize  
27 payment to the Settlement Administrator any additional amounts that may be necessary to administer  
28 a redistribution. In the event of a redistribution, Class Counsel and Defense Counsel must both

1 provide written approval prior to any additional costs of settlement administration being disbursed  
2 to the Settlement Administrator.

3 **IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:**

4 46. The foregoing findings and approvals are the Orders of the Court;

5 47. The Settlement Funds shall be distributed as set forth in Section 5 and 7 of  
6 Settlement Agreement and as amended.

7 48. As agreed by the Parties, Pro Rata Award payments to Settlement Class Members  
8 shall be sent by the Settlement Administrator no later than sixty-seven (67) days after this Final  
9 Judgment and Order is entered.

10 49. The Court awards \$10,110,453.55 to Class Counsel as reasonable attorneys' fees  
11 and reimbursement for reasonable out-of-pocket expenses, which shall be paid from the Gross  
12 Settlement Fund.

13 50. The Court awards Plaintiff Angel Luis Rodriguez, Jr. the sum of \$25,000, for the  
14 service he has performed for and on behalf of the Settlement Class, which shall be paid from the  
15 Gross Settlement Fund.

16 51. The Court authorizes Class Counsel and Defense Counsel to authorize payment to  
17 the Settlement Administrator as set forth in the Settlement Agreement, in the amount of up to  
18 \$1,199,926, plus any amounts approved by Class Counsel and Defense Counsel for any  
19 redistribution.

20 52. As agreed by the Parties, upon the Effective Date, the Released Parties shall be  
21 released and discharged in accordance with the Settlement Agreement.

22 53. As agreed by the Parties, upon the Effective Date, each Settlement Class Member is  
23 enjoined and permanently barred from instituting, maintaining, or prosecuting, either directly or  
24 indirectly, any lawsuit that asserts Released Claims.

25 54. The Court overrules any objections to the Settlement. After carefully considering  
26 each objection, the Court concludes that none of the objections create questions as to whether the  
27 Settlement is fair, reasonable, and adequate.

28 ...

1           55. Neither this Final Judgment and Order, nor the Settlement Agreement, shall be  
2 construed or used as an admission or concession by or against Defendant or any of the Released  
3 Parties of any fault, omission, liability, or wrongdoing, or the validity of any of the Released Claims.  
4 This Final Judgment and Order is not a finding of the validity or invalidity of any claims in this  
5 lawsuit or a determination of any wrongdoing by Defendant or any of the Released Parties. The final  
6 approval of the Settlement Agreement does not constitute any opinion, position, or determination of  
7 this Court, one way or the other, as to the merits of the claims and defenses of Plaintiff, Settlement  
8 Class Members, or Defendant.

9           56. Without affecting the finality of this judgment, the Court hereby reserves and retains  
10 jurisdiction over this Settlement, including the administration and consummation of the Settlement.  
11 In addition, without affecting the finality of this judgment, the Court retains exclusive jurisdiction  
12 over Defendant and each member of the Settlement Class for any suit, action, proceeding, or dispute  
13 arising out of or relating to this Order, the Settlement Agreement, or the applicability of the  
14 Settlement Agreement. Without limiting the generality of the foregoing, any dispute concerning the  
15 Settlement Agreement, including, but not limited to, any suit, action, arbitration, or other proceeding  
16 by a Settlement Class Member in which the provisions of the Settlement Agreement are asserted as  
17 a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, shall  
18 constitute a suit, action, or proceeding arising out of or relating to this Order. Solely for purposes of  
19 such suit, action, or proceeding, to the fullest extent possible under applicable law, the Parties hereto  
20 and all Settlement Class Members are hereby deemed to have irrevocably waived and agreed not to  
21 assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject  
22 to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an  
23 inconvenient forum.

24           57. The persons listed on Exhibit 1 hereto have validly excluded themselves from the  
25 Settlement Class in accordance with the provisions of the Settlement Agreement and Preliminary  
26 Approval Order and are thus excluded from the terms of this Order. Further, because the Settlement  
27 is being reached as a compromise to resolve this litigation, including before a final determination of  
28 the merits of any issue in this case, none of the individuals reflected on Exhibit 1 may invoke the

1 doctrines of *res judicata*, collateral estoppel, or any state law equivalents to those doctrines in  
2 connection with any further litigation against Defendant in connection with the Released Claims.

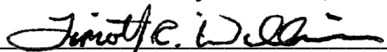
3 58. This action is hereby dismissed on the merits, in its entirety, with prejudice and  
4 without costs.

5 59. The Court directs the Clerk to enter final judgment.

6 **IT IS SO ORDERED.**

7 Dated this 14th day of October, 2024

8 Dated: \_\_\_\_\_

9  AK  
10 HONORABLE TIMOTHY C. WILLIAMS

11 80A 6EA EC08 BC45  
12 Timothy C. Williams  
13 District Court Judge

14 Submitted by:

15 Approved as to form by:

16 /s/ Richard K. Hy  
17 ROBERT T. EGLET, ESQ.  
18 Nevada Bar No. 3402  
19 ROBERT M. ADAMS, ESQ.  
20 Nevada Bar No. 6551  
21 RICHARD K. HY, ESQ.  
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*\*pro hac vice*  
*Attorneys for Defendant*

EGLET ADAMS  
EGLET HAM HENRIOD

# EXHIBIT 1

**Rodriguez v. National Credit Center, LLC**  
**- 13 Class Members**

---

<u>ID#</u>	<u>First Name</u>	<u>Last Name</u>	<u>Received</u>
687797	Jose	Hernandez	9/30/2024
736319	Elena	Kostenko	9/24/2024
769854	Francisco	Lopez	9/24/2024
217164	Jesus	Molina	8/13/2024
252245	Maria Hernandez	Montiel	8/13/2024
60434	Maria	Montoya Rodriguez	8/20/2024
243441	Luis	Moreno	9/26/2024
1039431	Maria	Munoz Rodriguez	10/3/2024
1211405	Jose	Perez Garcia	8/20/2024
450611	Ramon	Reyes Zavalza	9/10/2024
1223417	Luis	Rodriguez	9/24/2024
927973	Ramon	Rodriguez	8/5/2024
1298860	Veronica	Solano Garcia	9/24/2024

## Jennifer Lopez

---

**From:** Jorgensen, Christopher <CJorgensen@lewisroca.com>  
**Sent:** Friday, October 11, 2024 3:45 PM  
**To:** Richard Hy  
**Cc:** Jennifer Lopez; Sarvadi, Jennifer; Jaramillo, Annette  
**Subject:** RE: Rodriguez v NCC; Final Approval Order  
**Attachments:** 20241011 Proposed Final Approval Order NCC.pdf

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Yes. You may insert my signature on behalf of NCC.  
Thank you,  
Chris

**Christopher Jorgensen**  
Partner

—  
[cjorgensen@lewisroca.com](mailto:cjorgensen@lewisroca.com)  
D. 702.474.2642

**LEWIS  ROCA**

---

**From:** Richard Hy <rhy@egletlaw.com>  
**Sent:** Friday, October 11, 2024 3:05 PM  
**To:** Jorgensen, Christopher <CJorgensen@lewisroca.com>  
**Cc:** Jennifer Lopez <jlopez@egletlaw.com>  
**Subject:** Rodriguez v NCC; Final Approval Order

**CAUTION!** [EXTERNAL to Lewis Roca]

---

Hi Chris. Do I have permission to affix your signature to the attached order? Thank you.

Richard

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This message and any attachments are intended only for the use of the individual or entity to which they are addressed. If the reader of this message or an attachment is not the intended recipient or the employee or agent responsible for delivering the message or attachment to the intended recipient you are hereby notified that any dissemination, distribution or copying of this message or any attachment is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the sender. The information transmitted in this message and any attachments may be privileged, is intended only for the personal and confidential use of the intended recipients, and is covered by the Electronic Communications Privacy Act, 18 U.S.C. §2510-2521.



1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Angel Rodriguez, Jr., Plaintiff(s) | CASE NO: A-23-869000-B  
7 vs. | DEPT. NO. Department 16  
8 National Credit Center, LLC.,  
9 Defendant(s)

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

12 This automated certificate of service was generated by the Eighth Judicial District  
13 Court. The foregoing Order was served via the court's electronic eFile system to all  
recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 10/14/2024

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16 Annette Jaramillo	ajaramillo@lewisroca.com
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