  
CLERK OF THE COURT

EGLET  
ADAMS  
EGLET HAM HENRIOD

**ORDG**

ROBERT T. EGLET, ESQ.  
Nevada Bar No. 3402

ROBERT M. ADAMS, ESQ.  
Nevada Bar No. 6551

RICHARD K. HY, ESQ.  
Nevada Bar No. 12406

**EGLET ADAMS**

**EGLET HAM HENRIOD**

400 S. Seventh St., Suite 400  
Las Vegas, NV 89101  
Ph: (702) 450-5400; Fax: (702) 450-5451  
E-Mail: eservice@egletlaw.com

E. MICHELLE DRAKE, ESQ.  
Minnesota Bar No. 0387366

JOHN G. ALBANESE, ESQ.  
Minnesota Bar No. 0395882

ARIANA B. KIENER, ESQ.  
Minnesota Bar No. 0402365

**BERGER MONTAGUE PC**

1229 Tyler Street NE Street, Suite 205  
Minneapolis, MN 55413  
Telephone: (612) 594-5999  
Facsimile: (612) 584-4470  
emdrake@bm.net  
jalbanese@bm.net  
akiener@bm.net

*Attorneys for Plaintiff*

**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  
Department 16

**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**

1 This matter having come on for a hearing before this Court on July 10, 2024, having  
2 considered the papers and pleadings on file, and good cause appearing, the Court finds, concludes,  
3 and orders as follows:

4 The Settlement Agreement, with one minor amendment, has been filed with the Court (Doc  
5 ID#s 29, 56) and the definitions and terms set forth in the Settlement Agreement are incorporated  
6 herein by reference. The Court, having reviewed the Settlement Agreement entered by Plaintiff  
7 Angel Luis Rodriguez, Jr. (“Plaintiff” or the “Class Representative”) and Defendant National Credit  
8 Center, LLC (“Defendant”) (collectively, the “Parties”), the Unopposed Motion for Preliminary  
9 Approval, and Defendants Non-Opposition. The Court finds the Motion is appropriate and meets  
10 the standards as set forth in SRCR 3.

11 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, that:**

12 1. The Court has considered the proposed settlement of the claims asserted under the  
13 Fair Credit Reporting Act (“FCRA”) by the “Settlement Class,” which includes all individuals who  
14 were the subject of an NCC OFAC Screen that Defendant disseminated to a third party between  
15 May 5, 2020 and June 11, 2024. The Settlement Class does not include counsel of record (and their  
16 respective law firms) for any of the Parties and employees of Defendant.

17 **FACTUAL FINDINGS**

18 2. In accordance with SRCR 3 the Court finds as follows:

19 3. The Settlement Agreement appears, upon preliminary review, to be fair,  
20 reasonable, and adequate to members of the Settlement Class, as it creates both significant monetary  
21 and injunctive relief for Class Members. As for monetary relief, the Settlement Agreement provides  
22 a total settlement amount of \$30 million which, to Plaintiff’s knowledge, makes this the fourth-  
23 largest recovery in the history of the FCRA. On an individual level, the relief is also substantial:  
24 Each Settlement Class Member will automatically receive a cash payment of approximately \$38-  
25 \$42 (with the possibility of a redistribution, as well), while Class Members who attest to having  
26 been harmed by NCC’s reporting will receive an additional payment of up to \$1,500. These results  
27 are impressive, particularly in light of the fact that the FCRA allows for statutory damages of \$100  
28 to \$1,000 for each willful violation. 15 U.S.C. § 1681n(a)(1). As both liability and willfulness were

1 hotly contested here, the guaranteed and immediate monetary relief provided under the Settlement  
2 is more than adequate to Class Members, who would be at risk of obtaining nothing if the case were  
3 to proceed in litigation. But perhaps more importantly, the Settlement Agreement also provides for  
4 meaningful injunctive relief: practice changes relative to processes by which NCC generates OFAC  
5 Screen results, which process changes directly address the claims at issue in this litigation to the  
6 benefit of consumers. The value of the Settlement's injunctive relief is estimated, on the conservative  
7 end, to be \$18 million dollars. Notably, this injunctive relief could only have been achieved in the  
8 settlement context, as courts generally hold that the FCRA does not provide private plaintiffs with  
9 an avenue to seek litigated injunctive relief. *See, e.g., Washington v. CSC Credit Servs. Inc.*, 199  
10 F.3d 263, 268 (5th Cir. 2000). In light of the foregoing, and for settlement purposes only, the  
11 proposed Settlement is preliminarily approved, pending a Final Approval Hearing, as provided for  
12 herein.

13 4. In addition, the prerequisites to a class action under Nev. R. Civ. P. 23 have been  
14 preliminarily satisfied, for settlement purposes only, because:

15 (a) The Settlement Class, which consists of between 400,000 and 440,000  
16 Settlement Class Members, is sufficiently numerous under Nevada law. *See Shuette v. Beazer*  
17 *Homes Holdings Corp.*, 124 P.3d 530, 537 (Nev. 2005) (holding that numerosity is generally  
18 satisfied when there are at least 40 or more class members).

19 (b) The claims of the Class Representative are typical of those of the other  
20 Settlement Class Members in that all members of the Class, including Plaintiff, had an NCC OFAC  
21 Screen prepared about them that did not result in a negative response.

22 (c) There are questions of fact and law that are common to all Settlement Class  
23 Members. Such questions include, for example, whether Defendant's OFAC Screens are a consumer  
24 report subject to the FCRA, and if so, whether Defendant used reasonable procedures to assure  
25 maximum possible accuracy in generating its results. These questions are common to the Settlement  
26 Class because "their answers as to one class member hold true for all class members." *Id.* at 538.

27 (d) The Class Representative will fairly and adequately protect the interests of  
28 the Settlement Class. He has been actively involved in investigating and litigating this case for nearly

one-and-a-half years and, for example, helped investigate his claims, reviewed and approved the Complaint, responded to voluminous discovery requests, stayed in close communication with Class Counsel throughout the litigation and settlement negotiations, and reviewed and approved the Settlement Agreement. The Class Representative has no conflict with Settlement Class Members, as each has the same interest in receiving relief. Moreover, he has retained Class Counsel experienced in consumer class action litigation who have adequately represented, and will continue to adequately represent, the Settlement Class. Class Counsel, who have been appointed as lead counsel in dozens of FCRA class actions, have diligently investigated and litigated the claims at issue here, and ultimately secured historic monetary relief and important injunctive relief for the Settlement Class. And, they have done so on a contingency basis, with no guarantee of a successful resolution: They have not yet been compensated for any of their (substantial) time spent on this matter, and, moreover, they have advanced all expenses, without any guarantee that they would be reimbursed.

5. Further, for settlement purposes only, the Court finds that this action is preliminarily maintainable as a class action under Nev. R. Civ. P. 23 because:

(a) A class action is a fair and efficient adjudication of this controversy. Specifically, individual members of the Settlement Class do not have an interest in controlling the prosecution of this case; Class Counsel are unaware of any suits brought on an individual basis against Defendant related to an NCC OFAC Screen; it is desirable to concentrate the litigation in this forum, where Defendant has offices; and there are no likely difficulties in managing this class action.

(b) Questions of fact and law common to Settlement Class Members predominate over any questions affecting only individual members. Such questions include: (1) whether Defendant's OFAC Screens are subject to the FCRA; (2) if applicable, whether Defendant used reasonable procedures to assure maximum possible accuracy as required by 15 U.S.C. § 1681e(b); (3) whether Defendant's conduct was willful; and (4) the proper measure of statutory and punitive damages.

6. Additionally, and pursuant to Supreme Court Rule 3(4)(g), the Court has found

1 that, with respect to the Declaration of Jonathan Jaffe, the sealing or redaction of certain information  
2 is necessary to protect intellectual proprietary or property interests, specifically trade secrets as  
3 defined in NRS 600A.030(5). In compliance with this rule, the parties have demonstrated that  
4 information regarding the number of the total number of defendant's transactions, which is  
5 contained in Doc ID# 31, Exhibit 2 at PLTF00080-PLTF00100, falls under this category and must  
6 be redacted accordingly. The Court has not relied on the redacted information in making its decision  
7 to Preliminarily Approve the Settlement.

8 **TERMS OF PRELIMINARY SETTLEMENT APPROVAL**

9 7. If the Settlement Agreement is not finally approved, is not upheld on appeal, or is  
10 otherwise terminated for any reason before the Effective Date, then the Settlement Class shall be  
11 decertified; the Settlement Agreement and all negotiations, proceedings, and documents prepared,  
12 and statements made in connection therewith, shall be without prejudice to any Party and shall not  
13 be deemed or construed to be an admission or confession by any Party of any fact, matter, or  
14 proposition of law; and all Parties shall stand in the same procedural position as if the Settlement  
15 Agreement had not been made or filed with the Court. Moreover, if the Settlement Agreement is  
16 not finally approved, neither party may use anything in this Order in support of, or in opposition to,  
17 any future contested motion related to class certification or any other contested matter in litigation.

18 8. The Court appoints Angel Luis Rodriguez, Jr. as the Class Representative of the  
19 Settlement Class. The Court also appoints E. Michelle Drake, John G. Albanese, Zachary M.  
20 Vaughan, Ariana B. Kiener, and Sophia M. Rios of Berger Montague PC and Robert T. Eglet and  
21 Richard K. Hy of Eglet Adams as counsel for the Settlement Class ("Class Counsel").

22 9. The Court appoints Continental DataLogix, LLC as the Settlement Administrator.

23 10. The Court will hold a Final Approval Hearing on October 10, 2024 at 9:30 a.m. PDT  
24 in **Department 16** of the Regional Justice Center at 200 Lewis Avenue, Las Vegas, NV 89101 for the  
25 following purposes:

26 (a) To determine whether the proposed Settlement is fair, reasonable, and  
27 adequate to the Settlement Class and should be granted final approval by the Court;

28 (b) To determine whether a final judgment should be entered dismissing the

1 claims of the Settlement Class with prejudice;

2 (c) to determine whether the proposed plan of allocation for the Settlement Fund  
3 is fair and reasonable and should be approved;

4 (d) To determine whether the request by Class Counsel for an award of  
5 attorney's fees, costs, and expenses, and for a Service Award to Plaintiff, should be approved; and

6 (e) To rule upon other such matters as the Court may deem appropriate.

7 11. Notice of the Settlement and the Settlement Hearing shall be given to  
8 Settlement Class Members in accordance with the Notice Plan set forth in the Settlement Agreement.

9 12. The Court also approves the form and content of the proposed Notices, which are  
10 attached to the Settlement Agreement. To the extent the Parties or Settlement Administrator  
11 determine that ministerial changes to the Notices are necessary before disseminating either to the  
12 Settlement Class, they may make such changes without further application to the Court.

13 13. The Administrator will make reasonable efforts to provide Notice to each  
14 Settlement Class Member by, for example, seeking to obtain updated contact information and  
15 sending all Mail and Email Notices in both English and Spanish (with materials available in Arabic  
16 on the Settlement Website, as well) and, where possible and applicable, sending multiple Email  
17 Notices. Moreover, the Notices themselves advise Class Members of the information enumerated in  
18 Nev. R. Civ. P. 23(d)(3)(A-C) and, in fact, provide much more information than what is required.  
19 The Court finds that this manner of giving notice constitutes the best notice practicable under the  
20 circumstances; is reasonably calculated, under the circumstances, to apprise Settlement Class  
21 Members of the pendency of the action, of the effect of the proposed Settlement (including the  
22 Releases to be provided thereunder), of Class Counsel's request for an award of attorneys' fees and  
23 reimbursement of litigation costs, of Settlement Class Members right to object to the Settlement, the  
24 plan of allocation, and/or the request for an award of attorneys' fees and reimbursement for litigation  
25 costs, of their right to exclude themselves from the Settlement Class, and of their right to appear at  
26 the Final Approval Hearing; constitutes due, adequate, and sufficient notice to all persons and  
27 entities entitled to receive notice of the proposed Settlement; and satisfies the requirements of Nev.  
28 R. Civ. P. 23 and all other applicable laws and rules.

14. If a Settlement Class Member chooses to opt out of the Settlement Class, such Class Member is required to submit a Request for Exclusion to the Settlement Administrator, postmarked on or before the date specified in the Notice, which shall be no later than sixty (60) days from the Notice Date (the “Opt Out & Objections Deadline”). The Request for Exclusion must include the items identified in the Settlement Agreement pertaining to such requests. Each written request for exclusion must be signed by the individual seeking exclusion, submitted by the Class Member, and may only request exclusion for that one individual. No person within the Settlement Class, or any person acting on behalf of or in concert or participation with that person, may submit a Request for Exclusion on behalf of any other person within the Settlement Class. “Mass” or “class” exclusion requests shall not be permitted.

A Settlement Class Member who submits a valid Request for Exclusion using the procedure identified above shall be excluded from the Settlement Class for any and all purposes. No later than seven (7) days prior to the Final Approval Hearing, the Settlement Administrator shall prepare a declaration listing all of the valid opt-outs received and shall provide the declaration and list to Class Counsel and Defendant’s counsel, with Class Counsel then reporting the names appearing on this list to the Court before the Final Approval Hearing.

15. A Settlement Class Member who does not file a timely Request for Exclusion, or otherwise does not follow the procedure described in the Settlement Agreement, shall be bound by all subsequent proceedings, orders, and judgments in this action.

16. Any Settlement Class Member who has not requested exclusion and wishes to be heard orally at the Final Approval Hearing, and/or who wishes for any objection to be considered, must file a written notice of Objection with the Court by the Opt Out & Objections Deadline, and must concurrently serve the Objection on the Settlement Administrator. As set forth in the Settlement Agreement, the Objection must include the following: (1) the Settlement Class Member’s full name, address, and current telephone number; (2) if the individual is represented by counsel, the name and telephone number of counsel, whether counsel intends to submit a request for fees, and all factual and legal support for that request; (3) all objections and the basis for any such objections stated with specificity, including a statement as to whether the objection applies only to the objector,



1 to a specific subset of the class, or to the entire class; (4) the identity of any witnesses the objector  
2 may call to testify; (5) a listing of all exhibits the objector intends to introduce into evidence at the  
3 Final Approval Hearing, as well as true and correct of copies of such exhibits; and (6) a statement  
4 of whether the objector intends to appear at the Final Approval Hearing, either with or without  
5 counsel.

6 Any Settlement Class Member who fails to timely file and serve a written Objection pursuant  
7 to the terms of Settlement Agreement shall not be permitted to object to the approval of the  
8 settlement or the Settlement Agreement and shall be foreclosed from seeking any review of the  
9 settlement or the terms of the Settlement Agreement by appeal or other means. Any Settlement Class  
10 Member who files an Objection is subject to having their deposition taken prior to the Final Approval  
11 Hearing. A Settlement Class Member may withdraw an Objection by communicating such  
12 withdrawal in writing to Class Counsel.

13 17. All briefs, memoranda, petitions, and affidavits to be filed in support of an  
14 individual award to the Class Representative and in support of Class Counsel's application for fees,  
15 costs and expenses, shall be filed with the Court no later than twenty-one (21) days prior to the Opt  
16 Out & Objections Deadline.

17 18. Any other briefs, memoranda, petitions, or affidavits that Class Counsel intends to  
18 file in support of final approval shall be filed no later than twenty-one (21) days prior to the Final  
19 Approval Hearing. Notwithstanding the foregoing, Class Counsel may submit declarations from the  
20 Settlement Administrator regarding the Notice Plan and opt-outs seven (7) days prior to the Final  
21 Approval Hearing. Class Counsel may also, no later than seven (7) days prior to the Final Approval  
22 Hearing, file any response regarding any requests for exclusion or objections received twenty-one  
23 (21) days prior to the Final Approval Hearing.

24 19. Neither this Preliminary Approval Order, nor the Settlement Agreement, shall be  
25 construed or used as an admission or concession by or against Defendant or any of the Released  
26 Parties of any fault, omission, liability, or wrongdoing, or the validity of any of the Class Released  
27 Claims. This Preliminary Approval Order is not a finding of the validity or invalidity of any claims  
28 in this lawsuit or a determination of any wrongdoing by Defendant or any of the Released Parties.

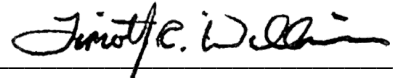


The preliminary approval of the Settlement Agreement does not constitute any opinion, position, or determination of this Court, one way or the other, as to the merits of the claims and defenses of Plaintiff, the Settlement Class Members, or Defendant, and also does not constitute any opinion, position, of determination of this Court regarding the certification of any class other than the Settlement Class *for purposes of settlement only*.

20. The Court retains exclusive jurisdiction over this action to consider all further matters arising out of or connected with the Settlement Agreement.

**IT IS SO ORDERED.**

Dated this 17th day of July, 2024



HONORABLE TIMOTHY C. WILLIAMS

SE

**BD0 0D9 F7CA 5446**

**Timothy C. Williams**

**District Court Judge**

Submitted by:

/s/ Richard K. Hy

ROBERT T. EGLET, ESQ.

Nevada Bar No. 3402

ROBERT M. ADAMS, ESQ.

Nevada Bar No. 6551

RICHARD K. HY, ESQ.

Nevada Bar No. 12406

**EGLET ADAMS**

**EGLET HAM HENRIOD**

400 S. Seventh St., Suite 400

Las Vegas, NV 89101

Ph: (702) 450-5400; Fax: (702) 450-5451

E-Mail: [eservice@egletlaw.com](mailto:eservice@egletlaw.com)

E. MICHELLE DRAKE, ESQ.

Minnesota Bar No. 0387366

JOHN G. ALBANESE, ESQ.

Minnesota Bar No. 0395882

ARIANA B. KIENER, ESQ.

Minnesota Bar No. 0402365

**BERGER MONTAGUE PC**

1229 Tyler Street NE, Suite 205

*Attorneys for Plaintiff*

/s/ Christopher Jorgensen

J Christopher Jorgensen, Bar No. 5382

**LEWIS ROCA ROTHGERBER**

**CHRISTIE LLP**

3993 Howard Hughes Pkwy., Suite 600

Las Vegas, NV 89169

T. 702.949.8200

E-Mail: [cjorgensen@lewisroca.com](mailto:cjorgensen@lewisroca.com)

Jennifer L. Sarvadi\*

Julia K. Whitelock\*

**HUDSON COOK, LLP**

1909 K Street, NW, 4th Floor

Washington, DC 20006

T. 202.223.6930

E-Mail: [jsarvadi@hudco.com](mailto:jsarvadi@hudco.com)

E-Mail: [jwhitelock@hudco.com](mailto:jwhitelock@hudco.com)

*\*pro hac vice*

*Attorneys for Defendant*

## Jennifer Lopez

---

**From:** Jorgensen, Christopher <CJorgensen@lewisroca.com>  
**Sent:** Tuesday, July 16, 2024 12:15 PM  
**To:** Jennifer Lopez  
**Cc:** Ariana Kiener; John Albanese; Sophia Rios; Zachary M. Vaughan; Makaela Otto; Whitelock, Julia; Sarvadi, Jennifer; E. Michelle Drake; Jean Hibray; Richard Hy; Jaramillo, Annette  
**Subject:** RE: Rodriguez, Angel v. National Credit Center, LLC - Proposed Preliminary Approval Order  
**Attachments:** 20240716 Proposed Preliminary Approval Order.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.

Jennifer,  
Thank you. You may insert my signature on behalf of NCC to the Preliminary Approval Order.  
Chris

**Christopher Jorgensen**  
Partner

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

**LEWIS  ROCA**

---

**From:** Jennifer Lopez <jlopez@egletlaw.com>  
**Sent:** Tuesday, July 16, 2024 12:09 PM  
**To:** Jorgensen, Christopher <CJorgensen@lewisroca.com>  
**Cc:** Ariana Kiener <akiener@bm.net>; John Albanese <jalbanese@bm.net>; Sophia Rios <srios@bm.net>; Zachary M. Vaughan <zvaughan@bm.net>; Makaela Otto <motto@egletlaw.com>; Whitelock, Julia <jwhitelock@hudco.com>; Sarvadi, Jennifer <jsarvadi@hudco.com>; E. Michelle Drake <emdrake@bm.net>; Jean Hibray <jhibray@bm.net>; Richard Hy <rhhy@egletlaw.com>  
**Subject:** Rodriguez, Angel v. National Credit Center, LLC - Proposed Preliminary Approval Order

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

---

Dear Mr. Jorgensen,

In regard to the above-referenced matter, see attached proposed 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 for your review and approval. Please advise if we can affix your electronic signature.

Regards,



**Jennifer Lopez**  
Paralegal

EGLET & ADAMS  
EGLET HAM HENRIOD

 +1 702 450 5400 office

 jlopez@egletlaw.com

 400 S. 7th Street,  
Suite 400  
Las Vegas, NV 89101

 [www.egletlaw.com/](http://www.egletlaw.com/)

SAVE CONTACT

This transmission (including any attachments) may contain confidential information, privileged material (including material protected by the solicitor-client or other applicable privileges), or constitute non-public information. Any use of this information by anyone other than the intended recipient is prohibited. If you have received this transmission in error, please immediately reply to the sender and delete this information from your system. Use, dissemination, distribution, or reproduction of this transmission by unintended recipients is not authorized and may be unlawful.

---

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 Granting Motion 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: 7/17/2024

15 J Christopher Jorgensen	cjorgensen@lewisroca.com
16 Annette Jaramillo	ajaramillo@lewisroca.com
17 LV Filings	LVFilings@lewisroca.com
18 Eglet Adams	eservice@egletlaw.com
19 Richard Hy, Esq.	rhy@egletlaw.com
20 Makaela Otto	motto@egletlaw.com
21 Jennifer Lopez	jlopez@egletlaw.com
22 Jennifer Sarvadi	jsarvadi@hudco.com
23 Julia Whitelock	jwhitelock@hudco.com
24 E. Michelle Drake	emdrake@bm.net
25 Ariana Kiener	akiener@bm.net

26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

John Albanese	jalbanese@bm.net
Jean Hilbray	jhibray@bm.net
Sophia Rios	srios@bm.net
Zachary Vaughn	zvaughan@bm.net