

**DISTRICT COURT
CLARK COUNTY, NEVADA**

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

Plaintiff,

vs.

NATIONAL CREDIT CENTER, LLC,

Defendant.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement”) is made and entered into by the Parties, in the case captioned *Angel Luis Rodriguez, Jr. v. National Credit Center, LLC*, No. A-23-869000-B, pending in the District Court of Clark County, Nevada (the “Litigation”).

1. RECITALS

WHEREAS, on April 14, 2023, Plaintiff Angel Luis Rodriguez, Jr. (“Plaintiff”) brought a proposed class action against National Credit Center, LLC (“Defendant”) in the District Court of Clark County, Nevada, alleging that Defendant violated the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*, by inaccurately reporting that Plaintiff and class members’ were persons on the Office of Foreign Asset Control’s (“OFAC”) Specially Designated Nationals (“SDN”) and Blocked Persons List NCC OFAC Screen,

WHEREAS, Defendant removed to the United States District Court for the District of Nevada on May 10, 2023;

WHEREAS, the Parties requested that United States District Court for the District of Nevada remand the action to the District Court of Clark County, Nevada (“Court”);

WHEREAS, the United States District Court for the District of Nevada remanded the action to this Court on May 6, 2024;

WHEREAS, Defendant denies each and every one of the allegations of wrongful conduct and damages made by the Plaintiff, Defendant has asserted numerous defenses to Plaintiff’s claims, Defendant disclaims any wrongdoing or liability whatsoever;

WHEREAS, this Settlement Agreement has been reached after the Parties exchanged substantial documents and information, and it is the product of sustained, arms-length settlement negotiations and formal mediation; and

WHEREAS, Plaintiff, Defendant, and their counsel have agreed to resolve this matter as a class action settlement according to the terms of this Settlement Agreement.

NOW, THEREFORE, it is hereby stipulated and agreed by the undersigned that this matter and all claims of the Settlement Class be settled, compromised, and dismissed on the merits and with prejudice as to Defendant, subject to Court approval, on the terms and conditions set forth herein.

2. DEFINITIONS

For the purposes of this Settlement Agreement, including the recitals stated above, the following terms will have the following meanings:

2.1 “Actual Damages Award” means the payments provided to Claimants who file valid claims for actual damages.

2.2 “Attorneys’ Fees and Costs” shall mean the amount of attorneys’ fees and costs awarded by the Court. Class Counsel shall not request an attorneys’ fee in excess of one-third of the total monetary consideration to be provided by Defendant as set forth herein. In addition to that amount, Class Counsel may also seek an amount for costs and other expenses that does not exceed Class Counsel’s actually incurred costs and other expenses.

2.3 “Claimant” means a Settlement Class Member who submits a Claim Form.

2.4 “Class Counsel” means E. Michelle Drake, John Albanese, Ariana Kiener, Zachary Vaughan, and Sophia Rios of Berger Montague PC and Robert T. Eglet and Richard K. Hy of Eglet Adams representing the Plaintiff, and if appointed by the Court, the Settlement Class.

2.5 “Claim Form” means the claim form substantially in the form attached hereto as **Exhibit A**. As set forth further herein, a Claim Form is required only for those Settlement Class Members who are seeking an Actual Damages Award.

2.6 “Claims Deadline” means sixty (60) days after the Final Approval Order is entered.

2.7 “Claims Period” means the period that begins on the Settlement Notice Date and ends on the Claims Deadline.

2.8 “Class Released Claims” means all claims, rights, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys’ fees of any nature whatsoever arising before the Effective Date of the settlement, whether known or unknown, matured or unmatured, foreseen or unforeseen, suspected or unsuspected, accrued or unaccrued, which he or she ever had or now has under the FCRA, any federal law or the law of any state, including statutory and common law, or under any other principle of law or equity resulting from, arising out of, or related in any way to any and all allegations in the Complaint in this action, including Defendant’s reporting of an NCC OFAC Screen. For purposes of clarity, but not limitation, the Class Released Claims include any form of equitable relief, actual damages, statutory damages, and/or punitive damages sought from the Released Parties.

2.9 “Costs of Settlement Administration” means the Court approved schedule of costs for settlement administration. The precise amount of these costs will vary depending on, among other things, check cashing rates and whether there is a redistribution. Class Counsel and Defense Counsel must both provide written approval prior to any Costs of Settlement Administration being disbursed to the Settlement Administrator. Class Counsel and Defense Counsel must also approve all calculations performed herein based on Costs of Settlement Administration.

2.10 “Court” means the Court where this Litigation is pending at the time of Final Approval.

2.11 “Defendant” means National Credit Center, LLC.

2.12 “Defense Counsel” means National Credit Center, LLC’s attorneys, Jennifer L. Sarvadi, Julia K. Whitelock, and Christopher Jorgenson.

2.13 “Effective Date” is the date on which the Court’s entry of the Final Approval Order and the Court’s order regarding Attorneys’ Fees and Costs have all become final, i.e., the earliest of the

following dates: (i) if no objections have been filed and Plaintiff's counsel indicates that they do not plan to appeal any award of Attorneys' Fees and Costs, (ii) if an objection is filed and not withdrawn, one (1) business day after the expiration of the thirty (30) day deadlines to file a civil appeal if no appeal has been filed; or (iii) if an appeal is taken, three (3) business days after a final determination of any such motion or appeal that permits the consummation of the settlement. For purposes of this definition, the term "appeal" includes all writ proceedings.

2.14 "Email Notice" means the notice to be emailed to Settlement Class Members substantially in the form of **Exhibit B** and to be approved by the Court.

2.15 "Escrow Account" means an interest-bearing account at a financial institution to be identified by the Settlement Administrator and approved by Defendant in which the Settlement Funds shall be deposited.

2.16 "Execution Date" means the date that the last Party executes this Settlement Agreement and Release.

2.17 "FCRA" means the federal Fair Credit Reporting Act, 15 U.S.C. §§ 1681–1681x.

2.18 "Final Approval Order" means a final order and judgment as entered by the Court, giving final approval of the Settlement Agreement and dismissing with prejudice Plaintiff's claims and entering a judgment according to the terms set forth in this Settlement Agreement.

2.19 "Final Approval Hearing" is the hearing the Court schedules to make a final determination as to whether this settlement is fair, reasonable, and adequate.

2.20 "Funding Date" means the later of seven (7) business days after the Effective Date or December 2, 2024.

2.21 "Gross Settlement Fund" means the initial monetary relief which Defendant shall provide for the benefit of the Settlement Class, as further described in Section 5.2.1 plus any interest earned on the fund while it is in escrow.

2.22 “Initial Settlement Administration Payment” means the \$275,000 payment that Defendant will advance to the Settlement Administrator to enable the Settlement Administrator to effectuate the notice plan.

2.23 “Long Form Notice” means the notice substantially in the form of **Exhibit D** and to be posted to the Settlement Website.

2.24 “Mail Notice” means the notice to be mailed to Settlement Class Members, substantially in the form of **Exhibit E**.

2.25 “Net Settlement Fund” means the Gross Settlement Fund, less a) Attorneys’ Fees and Costs b) Plaintiff’s Service Award, c) the Initial Settlement Administration Payment, and d) the Second Settlement Administration Payment.

2.26 “NCC OFAC Screen” means Defendant’s proprietary product where it returns a response if the applicant’s identifying information appears to match information obtained from the OFAC’s list of Specially Designated Nationals.

2.27 “Payment Election Form” means the form that the Settlement Administrator will provide to enable all Settlement Class Members to, at their option and if submitted by the Claims Deadline, request payment at a different address or in a form other than a paper check, such as, for example, by Venmo or Paypal, attached hereto as **Exhibit I**.

2.28 “Plaintiff” means Angel Luis Rodriguez, Jr.

2.29 “Preliminary Approval” and “Preliminary Approval Order” mean the Court’s order proposed in the form attached hereto as **Exhibit F** preliminarily certifying the Settlement Class for settlement purposes, preliminarily approving the proposed settlement, approving and directing the Settlement Class Notice Plan, appointing a Settlement Administrator, and appointing Class Counsel.

2.30 “Pro Rata Award” means a pro rata amount of money paid from the Net Settlement Fund to all Settlement Class Members that are Eligible for Payment, as further described in Sections 5.2.2 and 5.2.3.

2.31 “Reminder Email Notice(s)” means notice in a form substantially similar to **Exhibit G** that will be emailed to the members of the Settlement Class who have not submitted a Payment Election Form as of the Effective Date.

2.32 “Released Parties” means National Credit Center, LLC and its past, present, and future employees, parents, subsidiaries, affiliate corporations, including but not limited to each such its members, officers, directors, employees, agents, personal representatives, insurers, attorneys, and assigns.

2.33 “Residual Settlement Fund” means the amounts associated with Pro Rata Award checks that are not negotiated before their expiration date (90 days following the date the check is mailed per 5.2.3), plus the Supplemental Settlement Fund, less any Costs of Settlement Administration that exceed the Initial Settlement Administration Payment and Second Settlement Administration Payment.

2.34 “Second Settlement Administration Payment” means the \$260,000 payment that will be made to the Settlement Administrator from the Gross Settlement Fund, to reimburse the Settlement Administrator for the initial costs associated with the distribution Pro Rata Awards.

2.35 “Settlement Administrator” means, subject to Court approval, Continental DataLogix LLC.

2.36 “Settlement Agreement” means this Settlement Agreement and Release, including all attached Exhibits.

2.37 “Settlement Class” or “Settlement Class Members” means all individuals who were the subject of an NCC OFAC Screen Defendant disseminated to a third party from May 5, 2020, through

the Execution Date. The Settlement Class does not include counsel of record (and their respective law firms) for any of the Parties and/or employees of Defendant.

2.38 “Settlement Class Notice List” means the list of those consumers to whom notice shall be sent, as set forth in Sections 4.2.1 and 4.2.2.

2.39 “Settlement Funds” shall mean the Gross Settlement Fund and the Supplemental Settlement Fund.

2.40 “Settlement Website” means the Internet website to be established by the Settlement Administrator, as set forth in Section 4.2.3.

2.41 “Settlement Notice Date” means ten (10) days after the Court enters the Preliminary Approval Order.

2.42 “Service Award” means the one-time payment to the Plaintiff, for the risk, time, and resources that he has put into representing the Settlement Class, as set forth in Section 7.3.2.

2.43 “Supplemental Funding Date” means the later of 120 days after entry of the Final Approval Order or June 30, 2025.

2.44 “Supplemental Settlement Fund” means the supplemental monetary relief which Defendant shall provide for the benefit of the Settlement Class, as further described in Section 5.2.1.

2.45 “Undeliverable Mail Email Notice” means the notice, substantially in the form of **Exhibit H**, to be emailed to Settlement Class Members who are designated as “Mail Notice Undeliverable”.

3. PRELIMINARY APPROVAL

3.1 Motion for Preliminary Approval of Settlement

Within fourteen (14) days of a decision on the Parties’ stipulation to remand, or the Execution Date, whichever is later, Plaintiff will file a Motion for Preliminary Approval of the Proposed Settlement and Preliminary Certification of the Settlement Class. The Motion for

Preliminary Approval of the Proposed Settlement shall be filed in the District Court for Clark County, Nevada.

The Motion for Preliminary Approval of the Proposed Settlement and Preliminary Certification of the Settlement Class shall seek the Court's entry of the Preliminary Approval Order, attached as **Exhibit F**, that would, for settlement purposes only:

- a) preliminarily approve this Settlement Agreement;
- b) certify the Settlement Class;
- c) appoint Plaintiff and Class Counsel to represent the Settlement Class;
- d) direct that notice be distributed to the Settlement Class as described in the proposed notice plan; and
- e) appoint the Settlement Administrator.

3.2 **Settlement Administrator Responsibilities**

The Settlement Administrator's responsibilities shall include, but are not limited to: compiling the Settlement Class Notice List, updating mailing addresses for Settlement Class Members, administering the notice plan, obtaining new addresses for returned mail, using commercially reasonable methods to obtain and determine email addresses for Settlement Class Members, setting up and maintaining a Settlement Website and toll-free telephone number, fielding inquiries about the Settlement Agreement, processing and reviewing Claims Forms, directing the distribution of all settlement funds, and any other tasks reasonably required to effectuate the settlement. The Settlement Administrator will provide to counsel for the Parties copies of objections and requests for exclusions within one business day of receipt of same, weekly updates on claims filings and returned mail (any updates on claims filings shall not include information that identifies the NCC customer), and weekly updates on the status of disbursements and cashed checks. The Settlement Administrator will also provide updates on the aforementioned

issues or any other matters related to settlement administration at such other intervals or times as requested by counsel for either Party. In connection with the motion for final approval of the settlement, the Settlement Administrator shall provide a sworn declaration setting forth compliance with the notice plan set forth in this Settlement Agreement and providing such information as may be requested by Class Counsel, Defendant, or the Court.

4. NOTICE TO THE SETTLEMENT CLASS

4.1 The Settlement Class Notice List

Based on records analyzed to date, the Parties estimate that Defendant's records will reflect between 400,000 - 440,000 Settlement Class Members (the "Estimated Range"). Defendant has already provided Class Counsel with Class Data through August 31, 2023 (the "Initial Class Data"). The Initial Class Data includes for each Settlement Class Member during the Initial Class Data period: (i) contact information and inquiry information that is available in Defendant's records; (ii) the date on which the NCC OFAC Screen was provided to Defendant's customer, and (iii) the product ordered by the customer. Within seven (7) days of the Execution Date, Class Counsel shall provide the Initial Class Data to the Settlement Administrator.

Within fourteen (14) days of the Execution Date, Defendant shall provide to the Settlement Administrator and Class Counsel additional Class Data (the "Supplemental Class Data") identifying class members in the Supplemental Class Period as well as to supplement the Initial Class Data so that the following information is available to the Settlement Administrator for each Settlement Class Member: (i) contact information that is available in Defendant's records, (ii) the date on which the NCC OFAC Screen was provided to Defendant's customer, and (iii) Defendant's customer identification number that reflects which customer obtained the NCC OFAC Screen.

Within ten (10) days of the Settlement Notice Date, Defendant shall provide to the Settlement Administrator a "key" identifying Defendant's customer identification numbers and

the corresponding name of Defendant's customer ("Customer Key"). The Settlement Administrator shall maintain the Customer Key in strict confidence, and shall not provide the Customer Key or any information derived therefrom to any third party, including Class Counsel.

The Settlement Administrator shall analyze and, if necessary, further de-duplicate the list, and use reasonable practices to locate additional and updated contact information for Settlement Class Members as necessary to effectuate the notice plan, including email addresses. The resulting list is the Settlement Class Notice List, which shall be provided to Class Counsel and Defense Counsel upon request. If either Party disagrees with the identification of consumers comprising the Settlement Class Notice List, the Settlement Administrator shall provide to the Party's counsel the methodology used to de-duplicate the list, together with the resulting list. If either Party identifies errors with respect to the de-duplication methodology or results, the Party shall alert the other Party's counsel and the Settlement Administrator to resolve the perceived error. In any event, the Settlement Administrator has final authority to determine the appropriateness of the identification of consumers to be included in the list.

Within fourteen (14) days of the Execution Date, Defendant will advance the Initial Settlement Administration Payment to the Settlement Administrator to enable the Settlement Administrator to effectuate the notice plan. The amount of the advance payment shall be subtracted from the amount due by Defendant on the Funding Date.

4.2 Settlement Class Notice Plan

4.2.1 Mail Notice

No later than the Settlement Notice Date, the Settlement Administrator will commence sending the Mail Notice via U.S. mail, postage prepaid to all individuals on the Settlement Class Notice List. Mail Notice shall be provided in both English and Spanish to all Class Members to whom Notice is mailed.

Prior to mailing, the Settlement Administrator shall use reasonable commercial means to secure and deduplicate the list. The Settlement Administrator shall treat the list as Confidential pursuant to the Protective Order and shall use commercially reasonable means to identify each class member's most up to date address entry, to identify each class member's most comprehensive personal identifying information, to eliminate "test" or other invalid data, and to update the list to include utilize the U.S. Postal Office's National Change of Address System. The Settlement Administrator may also request forwarding service or change service to the last known address reflected in the Class List. The Settlement Administrator will re-mail the Mail Notice via standard U.S. Mail, postage prepaid, to those Settlement Class Members whose Notices were returned as undeliverable to the extent an alternative mailing address can be reasonably located. The Settlement Administrator will first attempt to re-mail the Mail Notice to the extent that it received an address change notification from the U.S. Postal Service. If an address change notification form is not provided by the U.S. Postal Service, the Settlement Administrator may attempt to obtain an updated address through additional reasonable and appropriate methods.

The Settlement Administrator shall designate any Settlement Class Member as "Mail Notice Undeliverable" in the event that the Settlement Class Member's mail notice is returned and not successfully remailed.

4.2.2 Email Notice

No later than the Settlement Notice Date, the Settlement Administrator shall send all Settlement Class Members for whom an email address has been located the Email Notice. The Email Notice shall be provided in both English and Spanish to all Settlement Class Members to whom the Email Notice is sent.

If a Settlement Class Member is designated as Mail Notice Undeliverable and the Settlement Administrator has located an email address for that Settlement Class Member, the

Settlement Administrator shall send such individual the Undeliverable Mail Email Notice (attached hereto as **Exhibit H**) at least twice before the Final Approval Hearing. The Undeliverable Mail Email Notice shall be provided in both English and Spanish to all Settlement Class Members to whom the Undeliverable Mail Email Notice is sent.

Three (3) days after the Effective Date, and again fourteen (14) days after the Effective Date, the Settlement Administrator shall send to all Settlement Class Members on the Settlement Class Notice List who have not submitted a Payment Election Form and for whom an email address has been located, as appropriate, either the Standard Reminder Email Notice (attached hereto as **Exhibit G**) or the Undeliverable Mail Reminder Notice (attached hereto as **Exhibit H**). All Reminder Email Notices shall be provided in both English and Spanish to all Settlement Class Members to whom the Reminder Email Notice is sent.

4.2.3 Settlement Website

The Settlement Administrator will create and maintain the Settlement Website to be activated no later than five (5) days prior to the Settlement Notice Date. The Settlement Administrator's responsibilities will also include securing a URL approved by the Parties.

The Settlement Website will post important settlement documents, including the Complaint, the Long Form Notice, the Settlement Agreement, Plaintiff's Motion for Attorneys' Fees, Costs, and Service Award, and the Preliminary Approval Order. A version of the Mail Notice or Email Notice in Arabic may also be posted to the Settlement Website. In addition, the Settlement Website will include a Payment Election Form and Claim Form that can be submitted on the website, a section for frequently asked questions, and procedural information regarding the status of the settlement and any distribution.

The Settlement Administrator will terminate the Settlement Website either: (1) sixty (60) days after the deadline for all Settlement Class Members to negotiate their last check has passed;

or (2) thirty (30) days after the date on which the settlement is terminated or otherwise not approved by the Court.

4.2.4 Telephone and Email Assistance

The Settlement Administrator shall provide a telephone number and an email address to be included in the Notice and Settlement Website for Settlement Class Members seeking information about the settlement. The telephone number shall lead Settlement Class Members to an Interactive Voice Response system in English, Spanish, and Arabic, and shall also provide Settlement Class Members with the opportunity to leave a message requesting a return phone call. As appropriate, the Settlement Administrator shall direct Settlement Class Members seeking advice to Class Counsel, who shall be responsible for answering such questions or otherwise assisting Settlement Class Members.

5. SETTLEMENT CONSIDERATION

5.1 Settlement Class Injunctive Relief

5.1.1 Defendant's Consent to Entry of Order Providing Injunctive Relief

Part of the consideration provided by Defendant in connection with this settlement is the commitment to change its OFAC screening practices and procedures. This relief is the result of this lawsuit. Defendant consents to the entry of an Order contemporaneously with the proposed Final Approval Order providing injunctive relief on the below terms.

Defendant agrees that by no later than the Effective Date and continuing for four years after (the "Injunctive Relief Period"), and to the extent Defendant continues to disseminate a proprietary OFAC screening product, Defendant shall maintain procedures designed to ensure that it only responds to NCC OFAC Screen requests with "potential match" (or words to that effect) if the information provided in the OFAC inquiry has an exact name match (meaning, the last name

and first name exactly match where both names are provided by a customer and are also available in the SDN List) AND a match on at least one of the following: a) year of birth, b) address, or c) Social Security Number.

Defendant agrees that by no later than 60 days after the Effective Date, Defendant shall also provide a disclosure related to the NCC OFAC Screen to its customers. Where reasonably feasible, this disclosure shall be provided in the OFAC screening results themselves. Where providing it in that format is not reasonably feasible, the disclosure shall be provided to Defendant's customers via letter on at least a semi-annual basis. The disclosure shall contain the below language and shall require those customers to disseminate the disclosure to all recipients or users of the NCC OFAC Screen:

The personal identifying information you shared with us in connection with this application reflects the same name and at least one other personal identifier (year of birth, address or Social Security Number) as an individual on the OFAC List. This does not mean this individual is on the OFAC List. Prior to taking any action based on this screening, and pursuant to your agreement with NCC, you must review the individual's identifiers and compare them to the individual on the OFAC List who has similar identifiers. Information about how to perform this comparison can be found at <https://ofac.treasury.gov/faqs/topic/1591>.

5.2 Settlement Class Monetary Relief

5.2.1 Settlement Funds

The total monetary consideration to be paid by Defendant is thirty million dollars (\$30,000,000.000). In no event will any amount revert to Defendant, nor shall Defendant be required to pay anything more than this amount in connection with the settlement.

The Gross Settlement Fund of twenty-seven million dollars (\$27,000,000.00) shall be paid by Defendant to the Settlement Administrator on or before the Funding Date (the Initial Settlement Administration Payment referenced in Section 4.1 above plus a payment of \$26,725,000.00).

The Supplemental Settlement Fund of three million dollars (\$3,000,000.00) shall be paid by Defendant to the Settlement Administrator on or before the Supplemental Funding Date.

5.2.2 Settlement Class Members Eligible for a Pro Rata Award

All Settlement Class Members are eligible for a Pro Rata Award. Settlement Class Members shall not be required to return a Claim Form in order to receive a Pro Rata Award.

5.2.3 Pro Rata Awards Payments to Settlement Class Members

Each Settlement Class Member whose 1) Mail notices are not all returned as undeliverable or 2) whose mail notice was returned as undeliverable, but who returned a Payment Election Form shall receive a Pro Rata Award. The amount of the Pro Rata Award will be calculated by dividing the Net Settlement Fund by the number of class members who are entitled to receive a Pro Rata Award. Pro Rata Award payments shall be sent by the Settlement Administrator no later than thirty (30) days after the Effective Date. Payment shall be issued by check, unless the Settlement Class Member has returned a Payment Election Form electing an alternative payment method, in which case the Settlement Administrator shall make reasonable efforts to render payment to the Settlement Class Member according to the payment method selected. If the alternative payment method is not feasible as to any given Settlement Class Member who has elected it, the Settlement Administrator shall send such class member a paper check if feasible. Settlement Class Members who receive paper checks shall have ninety (90) days after checks are mailed to negotiate their checks.

Within ten (10) days after all Pro Rata Awards are distributed, and after approval from Class Counsel and Defense Counsel, the Settlement Administrator shall receive the Second

Settlement Administration Payment to reimburse the Settlement Administrator for the initial costs associated with the distribution of such Awards.

5.2.4 Actual Damages Award Payments to Settlement Class Members

Each Claimant that submits a valid Claim Form asserting that they experienced particularized harm 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), or experiencing significant emotional distress as set forth in the point system described below shall receive an Actual Damages Award, in addition to their Pro Rata Award. The Actual Damages Awards shall be paid out of the Residual Settlement Fund.

In determining the amount of Actual Damages Award payments, the Settlement Administrator shall employ a point system. The Settlement Administrator shall calculate the dollar amount attributable to each point by dividing the total amount of the Residual Settlement Fund by the total number of points assigned to valid Claim Forms submitted by approved Claimants. The maximum dollar amount attributable to each point shall be capped at \$375.

Forms of harm that Class Members may have experienced that qualify for an Actual Damages Award, and the points allotted for each form of harm, are listed in the table below.

Form of Harm	Points
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 OFAC Screen provided to another person. Other forms of significant emotional distress will be as determined by the Settlement Administrator.	2

Having a transaction delayed, being denied credit, or being unable to complete a transaction due to the NCC OFAC Screen, with no supporting documentation	3
Having a transaction delayed, being denied credit, or being unable to complete a transaction due to the NCC OFAC Screen, with supporting documentation	4

Points are not cumulative. Any Claimant that submits a valid Claim Form will be allotted only the number of points for the single category with the highest number of points for which they qualify. For example, a Claimant who submits a Claim Form with supporting documentation for having a transaction delayed and also submits a claim for significant emotional distress, will receive 4 points.

In order to be valid, the Claim Form must sufficiently identify the recipient of the NCC OFAC Screen which the Settlement Administrator shall compare to the data provided by Defendant, including the Customer Key, and must specifically state that the harm was caused by the NCC OFAC Screen.

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

Actual Damages Award payments shall be sent by the Settlement Administrator no later than thirty (30) days following the close of the check negotiation period for the initial Pro Rata Awards and shall be combined with any amount due to the Claimant as part of the redistribution described in Section 5.2.6 below. Payment shall be issued in the same form as the Claimant's Pro

Rata Award. Settlement Class Members who receive paper checks shall have ninety (90) days after checks are mailed to negotiate their checks.

5.2.5 Claims Process

All Claim Forms must be submitted electronically or postmarked by the Claims Deadline (sixty (60) days after the Final Approval Order is entered).

The Settlement Administrator shall initially disallow any claim that is not timely, does not contain required information, or does not appear to have been submitted by a member of the Settlement Class. The Settlement Administrator shall also use commercially reasonable means to prevent and detect fraudulent claim filings.

If a claim is disallowed for any reason, including fraud, then the Settlement Administrator, within seven (7) days after the decision to disallow, shall notify the Claimant by email, or if no email is available, by mail, of the reason for disallowance and shall provide the Claimant with the opportunity to cure any deficiencies within thirty (30) days of the notice. Decisions regarding disallowance shall be made by the administrator on a rolling basis as Claim Forms are received. All initial decisions regarding disallowances shall be made no later than fourteen (14) days following the Claims Deadline. The Settlement Administrator shall provide copies of any disallowed Claim Forms to Class Counsel or Defendant's Counsel upon request.

A Claimant who submitted any disallowed Claim Form may, within thirty (30) days of the notice of disallowance, resubmit a Claim Form and/or submit supporting documentation, which shall be reviewed by the Settlement Administrator and either finally allowed or finally disallowed by the Settlement Administrator within seven (7) days after receipt of the resubmitted Claim Form. The Settlement Administrator's decision as to the validity of any given Claim Form shall be final.

5.2.6 Additional Payments

In the event that the total amount of all approved Actual Damages Awards is less than the amount in the Residual Settlement Fund, the Settlement Administrator shall distribute such excess amounts on a pro rata basis as an additional payment to each Settlement Class Member who received a Pro Rata Payment through electronic means or who cashed their Pro Rata Payment paper check, so long as the amount remaining in the Residual Settlement Fund is sufficient to pay for the costs of distributing the additional payments and to ensure that the amount of each additional payment is at least \$5. If there are not sufficient funds to make additional payments of at least \$5, amounts in excess of the total amount of all approved Actual Damages Awards shall remain in the Residual Settlement Fund for donation to the cy pres recipient as set forth herein. Settlement Class Members who receive paper checks for an additional payment shall have ninety (90) days after checks are mailed to negotiate their checks.

5.2.7 Cy Pres

After a) all check cashing deadlines for checks issued to Settlement Class Members (including for additional payments, if any) have passed, b) all payments for Attorneys' Fees and Costs have been made, c) all a court approved incentive payments have been made, d) all Costs of Settlement Administration have been paid to the Settlement Administrator, and e) Class Counsel and counsel for Defendant have approved such a payment, all remaining amounts in the Residual Settlement Fund shall be donated to Public Justice as a cy pres recipient.

5.2.8 Compliance

It is the intent of the Parties that no person or entity that is on the OFAC List shall receive any compensation as a result of this Settlement, and that the Settlement Administrator and any financial institutions involved with the distribution of the Settlement Funds shall comply with the Patriot Act, tax laws or any other laws or regulatory requirements. In the event the Settlement Administrator or a financial institution involved with the distribution of the Settlement Funds

declines to issue any payment to a Settlement Class Member as a result of compliance measures undertaken in whole or in part to comply with the Patriot Act, the Settlement Administrator shall notify Class Counsel and Defense Counsel. Class Counsel shall work with the Settlement Class Member and the applicable financial institution to resolve any such issues. In the event any such issue cannot be resolved and any financial institution refuses to make payment based on concerns about compliance with the Patriot Act, Class Counsel shall notify the Court.

The Settlement Administrator has warranted that none of the financial institutions with whom it will work in this matter utilizes name-only matching, that all financial institutions require exact matches on numerous data points, and that all financial institutions provide a procedure whereby it may be demonstrated that flagged individuals are not on the OFAC List. The Settlement Administrator shall comply with all obligations pursuant to the U.S. Tax Code. In order to facilitate compliance with tax requirements, in the event the Settlement Administrator does not possess sufficient information to complete a form W-9 in connection with a payment where such compliance is required (such as, for example, a valid social security or tax identification number), the Settlement Administrator shall contact the Settlement Class Member to obtain such information.

5.3 **Releases**

5.3.1 Plaintiff's General Release

In addition to all claims he releases by virtue of being a member of the Settlement Class, Plaintiff, on behalf of himself, his business endeavors, offspring, heirs, administrators, representatives, executors, successors, and assigns, hereby irrevocably and unconditionally releases and forever discharges Defendant from all claims of any nature whatsoever that Plaintiff

now has or asserts to have, or which Plaintiff at any time heretofore had, or asserted to have, or that Plaintiff may hereafter have, or assert to have, against Defendant through the Effective Date.

Plaintiff expressly waives all other individual and/or collective rights as to Defendant only, if any, whether or not set forth in this General Release, notwithstanding section 1542 of the California Civil Code, and any similar law existing under the laws of any other jurisdiction, which section Plaintiff has read and which section Plaintiff fully understands. Section 1542 provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

This waiver is not a mere recital, but is a knowing waiver of rights and benefits. This is a bargained-for provision of this General Release and is further consideration for the covenants and conditions contained herein.

5.3.2 Release of All Claims by the Settlement Class

Upon the Effective Date, each Settlement Class Member who has not validly excluded themselves from the Settlement Classes, on behalf of themselves and their respective spouses, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors, assigns, and all those acting or purporting to act on their behalf, acknowledge full satisfaction of, and shall be conclusively deemed to have fully, finally, and forever settled, released, and discharged, all the Released Parties of and from all Class Released Claims.

Subject to the Court's approval, each Settlement Class Member shall be bound by this Settlement Agreement and all Class Released Claims shall be dismissed with prejudice and released as against the Released Parties, even if the Settlement Class Member never received actual

notice of the settlement prior to the Final Approval Hearing, never submitted a Claim Form, or never received or cashed a check in connection with this settlement.

5.3.3 Binding Release

Upon the Effective Date, no default by any person in the performance of any covenant or obligation under this Settlement Agreement or any order entered in connection with such shall affect the dismissal of the Litigation, the *res judicata* effect of the Final Approval Order, the foregoing releases, or any other provision of the Final Approval Order; provided, however, that all other legal and equitable remedies for violation of a court order or breach of this Settlement Agreement shall remain available to all Parties.

6. EXCLUSIONS AND OBJECTIONS

6.1 Opt-Out from the Settlement Class

6.1.1 Requests for Exclusion

All Settlement Class Members shall be given the opportunity to opt out of the Settlement Class by submitting a “Request for Exclusion.” All Requests for Exclusion must be in writing, sent to the Settlement Administrator and postmarked no later than sixty (60) days from the Settlement Notice Date. To be valid, a Request for Exclusion must be personally signed and must include: (1) the individual’s name, address and telephone number; and (2) a statement substantially to the effect that: “I request to be excluded from the Settlement Class in *Rodriguez. v. National Credit Center, LLC*, No. A-23-869000-B, pending in the District Court of Clark County, Nevada.” Each written Request for Exclusion must be signed by the individual seeking exclusion, 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.

6.1.2 Verification of Opt-Outs by Settlement Administrator

The Settlement Administrator shall provide copies of the Requests for Exclusion to the Parties no later than one day after they are received. No later than seven (7) days before the Final Approval Hearing, the Settlement Administrator shall prepare a declaration listing all the valid opt-outs received, which shall be filed by Class Counsel before the Final Approval Hearing.

6.1.3 Effect of Opt-Out from Settlement Class

All individuals within the Settlement Class who timely submit a valid Request for Exclusion will, subject to Court approval, be excluded from the Settlement Class and shall preserve the ability to independently pursue, at their own expense, any individual claims they may have against Defendant. Any such individual within the Settlement Class who validly opts out will not be bound by further orders or judgments in the Litigation as they relate to the Settlement Class.

6.1.4 Representation of Opt-Outs

Class Counsel agree that this Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class Members. Class Counsel also recognize that a large number of opt-outs could threaten the viability of this Agreement. Class Counsel therefore agree that the Settlement Class Members who seek to opt-out should be represented by other counsel. Accordingly, Class Counsel shall, if contacted, refer any such opt-outs to the applicable state bar association or other referral organization for other appropriate counsel in any subsequent litigation of claims by such opt-outs against Defendant.

6.2 Objections from Settlement Class Members

Any Settlement Class Member who has not previously validly opted-out in accordance with the terms above and who intends to object to this Settlement Agreement must file the

objection in writing with the Clerk of Court no later than sixty (60) days from the Settlement Notice Date, and must concurrently serve the objection on the Settlement Administrator. 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, to a specific subset of the Classes, or to the entire Classes; (4) the identity of any witnesses the objector may call to testify; (5) a listing of all exhibits the objector intends to introduce into evidence at the Final Approval Hearing, as well as true and correct copies of such exhibits; and (6) a statement of whether the objector intends to appear at the Final Approval Hearing, either with or without counsel.

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

No later than seven (7) days before the Final Approval Hearing, the Settlement Administrator shall prepare a declaration listing all objections received, which shall be filed by Class Counsel before the Final Approval Hearing.

7. SETTLEMENT FUNDS

7.1 Escrow Account

Class Counsel, in conjunction with the Settlement Administrator, shall establish an escrow account at a federally insured financial institution (the “Financial Institution”), which shall be considered a common fund created because of the Litigation, to hold the Settlement Funds. The Settlement Funds may not be commingled with any other funds and may be held in cash, cash equivalents, certificates of deposit, or instruments insured by an arm of or backed by the full faith and credit of the United States Government. In the event this Settlement Agreement is terminated by the Defendant and the Effective Date does not occur, such interest shall revert to the Defendant. The Settlement Administrator shall direct the Financial Institution to make distributions from the account only in accordance with this Settlement Agreement and the applicable orders of the Court.

7.2 Settlement Funds Tax Status

7.2.1 The Parties agree to treat the Settlement Funds as being at all times a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1. In addition, the Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this Subsection, including the “relation back election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

7.2.2 For the purpose of Treasury Regulation § 1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be the Settlement Administrator. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Funds (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)). Such returns

shall be consistent with this Subsection and in all events shall reflect that all Taxes (including any estimated Taxes, interest, or penalties) on the income earned by the Settlement Funds shall be paid out of the respective settlement fund as provided herein.

7.2.3 All (a) Taxes (including any estimated Taxes, interest, or penalties) arising with respect to the income earned by the Settlement Funds, including any Taxes or tax detriments that may be imposed upon the Released Parties with respect to any income earned by the Settlement Funds for any period during which the Settlement Funds does not qualify as a “qualified settlement fund” for federal or state income tax purposes (“Taxes”), and (b) expenses and costs incurred in connection with the operation and implementation of this Subsection (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns (“Tax Expenses”)), shall be paid out of the respective settlement fund for which the income was earned or expense or cost incurred; in no event shall the Released Parties have any responsibility for or liability with respect to the Taxes or the Tax Expenses. The Settlement Administrator shall indemnify and hold the Released Parties harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, Taxes and Tax Expenses shall be timely paid by the Settlement Administrator out of the Settlement Funds without prior order from the Court, and the Settlement Administrator shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(l)); the Released Parties are not responsible therefore nor shall they have any liability with respect thereto. The Parties hereto agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out this Section.

7.3 **Attorneys' Fees and Costs, Service Award, and Other Expenses**

7.3.1 **Attorneys' Fees and Costs**

No later than fourteen (14) days prior to the Opt-Out & Objections Deadlines, Class Counsel shall make an application to the Court for an award of attorneys' fees, costs, and other expenses for their representation of the Settlement Classes. This application will be posted to the Settlement Website within one day of filing with the Court.

Defendant shall have no further liability for any fees, costs, and other expenses for all attorneys (and their employees, consultants, experts, and other agents) who performed work in connection with the Litigation of the claims on behalf of the Settlement Class Members other than the amount of court-approved Attorneys' Fees and Costs, which shall be paid solely from the Gross Settlement Fund.

The Plaintiff and Class Counsel agree that this Settlement Agreement is not conditional on the Court's approval of attorneys' fees or costs, in the requested amounts or in any amount whatsoever. However, Class Counsel shall have the right to appeal any court order which awards fees, costs, or expenses, and the Effective Date shall not arise until such time as any such appeal is resolved.

7.3.2 **Service Award**

No later than fourteen (14) days prior to the Opt-Out & Objections Deadlines, Plaintiff may choose to make an application to the Court for the Court's approval of a Service Award of \$25,000 to be paid from the Gross Settlement Fund.

The Plaintiff and Class Counsel agree that this Settlement Agreement is not conditional on the Court's approval of the Service Award in the requested amount or in any amount whatsoever. However, Class Counsel shall have the right to appeal any court order which awards a Service Award, and the Effective Date shall not arise until such time as any such appeal is resolved.

7.3.3 Settlement Administration Costs

The Settlement Administrator currently estimates that the total Costs of Settlement Administration will be around \$970,000.00. Before commencing any distributions to the Settlement Class Members, the Settlement Administrator shall determine the funds necessary to cover the costs of notice and administration that the Settlement Administrator has already incurred, and reasonably expects to incur, in completing the distribution and notice plan. The Settlement Administrator shall submit that estimate to Class Counsel and Defendant's Counsel for approval. Once approved, the Settlement Administrator should withhold the estimated amount from further distribution from the Settlement Funds to cover costs of notice and administration. The Settlement Administrator shall reassess its determination at the time of redistribution and provide an estimate to Class Counsel and Defendant's Counsel for approval stating any amounts originally retained that should be distributed the Settlement Class, or any additional amounts that the Settlement Administrator expects to incur.

7.3.4 Payment Schedule

Attorneys' Fees and Costs and any Service Award, subject to Court approval, shall be paid in the amount approved by the Court no later than ten (10) days after the Funding Date.

The Settlement Administrator shall be paid the Initial Settlement Administration Payment and the Second Settlement Administration Payment as described in Sections 4.1 and 5.2.3, respectively. The Settlement Administrator shall be paid the remaining Costs of Settlement Administration (meaning the Costs of Settlement Administration less the amounts of the Initial Settlement Administration Payment and Second Settlement Administration Payment) in the amount approved by Class Counsel and Defendant's Counsel ten (10) days after all additional payments and Actual Damages Awards are distributed.

8. TERMINATION

Defendant's willingness to settle this Litigation on a class action basis, and to agree to the Injunctive Relief herein, is dependent upon achieving finality in this Litigation and the desire to avoid the expense of this and other litigation. Plaintiff's willingness to settle this Litigation for the agreed amounts is contingent on class size.

Consequently, Defendant has the right to terminate this Settlement Agreement, declare it null and void, and have no further obligations under this Settlement Agreement to Plaintiff or to members of the Settlement Classes, if any of the following conditions subsequently occurs:

- a) the Parties fail to obtain and maintain Preliminary Approval consistent with the provisions of this Settlement Agreement;
- b) 0.25% of the Settlement Class opt-out of the proposed settlement. The Parties will seek to file the aforementioned threshold for opt-outs under seal;
- c) the Court fails to enter a final judgment under the provisions of this Settlement Agreement;
- d) the settlement of the Settlement Class's claims, or the Final Approval Order, is not upheld on appeal, including review by the United States Supreme Court;
- e) Plaintiff or Class Counsel commit a material breach of the Settlement Agreement before entry of the Final Approval Order; or
- f) the Effective Date does not occur for any reason, including, but not limited to, the entry of an order by any court that would require either material modification or termination of the Settlement Agreement.

Neither party has the right to terminate this Agreement so long as the Settlement Class size, as preliminarily determined by the Settlement Administrator, is within the Estimated Range. In the event that the Settlement Class size is outside of the Estimated Range, either party may terminate

this Agreement only after the party has notified the other party of the intention to terminate in writing, and the parties have met and conferred to discuss the de-duplication done by the Settlement Administrator, and have attempted to resolve the discrepancy in good faith. If the meet and confer results in a Settlement Class size within the Estimated Range, neither party shall have the right to terminate this Agreement. If the meet and confer does not result in a Settlement Class size within the Estimated Range, either party may terminate the Agreement upon written notice to the other party. Email notice to a party's counsel shall be deemed acceptable written notice of termination. If neither party serves a notice to terminate this Agreement within two (2) business days' of the meet and confer, this right to terminate shall be deemed waived, and neither party shall have the right to terminate this Agreement.

The failure of the Court or any appellate court to approve in full the request by Class Counsel for attorneys' fees, costs, and other expenses shall not be grounds for Plaintiff, the Settlement Class, or Class Counsel to cancel or terminate this Settlement Agreement. The failure of the Court or any appellate court to approve in full the request of Plaintiff for his Service Award shall not be grounds for Plaintiff, the Settlement Class, or Class Counsel to cancel or terminate this Settlement Agreement.

If the Settlement Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated for any reason, then the Settlement Class shall be decertified; the Settlement Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any Party, and shall not be deemed or construed to be an admission or confession by any Party of any fact, matter, or proposition of law; and all Parties shall stand in the same procedural position as if the Settlement Agreement had not been negotiated, made, or filed with the Court.

9. ENTRY OF FINAL APPROVAL ORDER

The Parties shall jointly seek entry by the Court of a Final Approval Order substantially in the form attached hereto as **Exhibit C**.

10. MISCELLANEOUS PROVISIONS

10.1 Best Efforts to Obtain Court Approval

Plaintiff and Defendant, and the Parties' Counsel, agree to use their best efforts to obtain Court approval of this Settlement Agreement, subject, however, to Defendant's rights to terminate the Settlement Agreement, as provided herein.

10.2 No Admission

This Settlement Agreement, whether or not it shall become final, and any and all negotiations, communications, and discussions associated with it, shall not be:

a) offered or received by or against any Party as evidence of, or be construed as or deemed to be evidence of, any presumption, concession, or admission by a Party of the truth of any fact alleged by Plaintiff or defense asserted by Defendant, of the validity of any claim that has been or could have been asserted in the Litigation, or the deficiency of any defense that has been or could have been asserted in the Litigation, or of any liability, negligence, fault, or wrongdoing on the part of Plaintiff or Defendant;

b) offered or received by or against Plaintiff or Defendant as a presumption, concession, admission, or evidence of the applicability of the FCRA to the NCC OFAC Screen, or any violation of the FCRA or any state or common law equivalent of the FCRA, or any state or federal statute, law, rule, or regulation or of any liability or wrongdoing by Defendant, or of the truth of any of the allegations in the Litigation, and evidence thereof shall not be directly or indirectly admissible, in any way (whether in the Litigation or in any other action or proceeding),

except for purposes of enforcing this Settlement Agreement and the Final Approval Order including, without limitation, asserting as a defense the release and waivers provided herein;

c) offered or received by or against Plaintiff or Defendant as evidence of a presumption, concession, or admission with respect to a decision by any court regarding the certification of a class, or for purposes of proving any liability, negligence, fault, or wrongdoing, or in any way referred to for any other reason as against Defendant, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Settlement Agreement; provided, however, that if this Settlement Agreement is finally approved by the Court, then Plaintiff or Defendant may refer to it to enforce their rights hereunder; or

d) construed as an admission or concession by Plaintiff, the Settlement Class, or Defendant that the consideration to be given hereunder represents the relief that could or would have been obtained through trial in the Litigation.

10.3 **Court's Jurisdiction**

If a Final Order is entered, the Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement. The Court also shall retain exclusive jurisdiction over any determination of whether a subsequent suit is released by the Settlement Agreement.

10.4 **Confidentiality of Materials and Information**

The Settlement Administrator, the Parties, their counsel, and any retained or consulting experts in this Litigation, agree that they remain subject to the Stipulated Protective Order entered in the United States District Court for the District of Nevada (ECF No. 29), as appropriate. Any information provided by Defendant to the Settlement Administrator as required by this agreement is subject to the Stipulated Protective Order. The Customer Key set forth in Section 4.1 shall be

subject to the Stipulated Protective Order except that the information shall not be disclosed by the Settlement Administrator to any third-party, including Plaintiff or Class Counsel.

10.5 **Complete Agreement**

This Settlement Agreement is the entire, complete agreement of each and every term agreed to by and among Plaintiff, the Settlement Classes, and their counsel. In entering into this Settlement Agreement, no Party has made or relied on any warranty or representation not specifically set forth herein, whether between the Parties or before the Court. This Settlement Agreement shall not be modified except by a writing executed by all the Parties.

10.7 **Headings for Convenience Only**

The headings in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

10.8 **Severability**

In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, with the exception of release in Section 5.3, this Agreement shall continue in full force and effect without said provision.

10.9 **No Party Is the Drafter**

None of the Parties to this Settlement Agreement shall be considered to be the primary drafter of this Settlement Agreement or any provision hereof for the purpose of any rule of interpretation or construction that might cause any provision to be construed against the drafter.

10.10 **Binding Effect**

This Settlement Agreement shall be binding according to its terms upon, and inure to the benefit of, the Plaintiff, the Settlement Classes, the Defendant, the Released Parties, and their respective successors and assigns.

10.11 **Authorization to Enter Settlement Agreement**

The individual signing this Settlement Agreement on behalf of the Defendant represents he or she is fully authorized by the Defendant to enter into, and to execute, this Settlement Agreement on its behalf.

10.12 Execution in Counterparts

Plaintiff, Class Counsel, Defendant, and Defendant's Counsel may execute this Settlement Agreement in counterparts, and the execution of counterparts shall have the same effect as if all Parties had signed the same instrument. Facsimile, electronic, and scanned signatures shall be considered as valid signatures as of the date signed. This Settlement Agreement shall not be deemed executed until signed by Plaintiff, by Class Counsel, and by counsel for and the representative of Defendant.

Plaintiff:

DocuSigned by:

Angel Rodriguez

6B175C1F778B45D...
Angel Luis Rodriguez, Jr.

Date: 6/10/2024

Defendant:

DocuSigned by:

Brian Skutta

480441458FF413...
National Credit Center, LLC

Name: **Brian Skutta**

Title: **President**

Date: 6/11/2024

Counsel for Plaintiff and Settlement Class:

DocuSigned by:

E. Michelle Drake

A5B0E4F3CBC64FF...
E. Michelle Drake
BERGER MONTAGUE PC
1229 Tyler Street Northeast, Ste 205
Minneapolis, MN 55413
Telephone: (612) 594-5933

Date: 6/10/2024

Counsel for Defendant:

DocuSigned by:

Jennifer L. Sarvadi

6E94B89AFDE84FF...
Jennifer L. Sarvadi
HUDSON COOK, LLP
1909 K Street, NW, 4th Floor
Washington, DC 20006
Telephone: 202.715.2002

Date: 6/11/2024

Exhibit A

**Your claim must
be submitted
online or
postmarked by:
[date], 2024**

Rodriguez v. National Credit Center, LLC,
No. A-23-869000-B (Clark Cty., Nev.)

CLC

CLAIM FORM

Notice ID: <<Notice ID>>

Confirmation Code: <<Confirmation Code>>

Complete this Claim Form and return it by **[DATE], 2024** only if you are seeking actual damages and want to explain any harm you experienced as a result of an NCC OFAC Screen. All Settlement Class Members who fill out a Payment Election Form or who received notice of the Settlement by mail, are eligible for payment without filling out this Claim Form.

However, if you experienced particularized harm as a result of an NCC OFAC Screen, you may be eligible to receive an additional monetary payment. 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. 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 OFAC Screen provided to another person. Other forms of significant emotional distress will be as 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; or (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.

Note that a lot of companies provide OFAC products, and some creditors order OFAC products from more than one vendor at the same time for the same transaction. Please include as many details as you can recall regarding the harm you experienced. In order for your claim to be honored, you must identify the company that received your report.

If you decide to fill out this Claim Form, please answer all questions honestly and accurately. You are swearing under penalty of perjury that your statements below are true and correct as if you were testifying in court.

The Claim Form may be submitted online at www.xxxxxx.com, emailed to INSERT, or mailed to INSERT ADDRESS. If you have questions about this form or the Settlement, please review the enclosed Notice, visit the Settlement Website, www.xxxxxx.com, email info@xxxxxx.com, or call xxx-xxx-xxxx.

I. Class Member Identifying Information

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

**Your claim must
be submitted
online or
postmarked by:
[date], 2024**

Rodriguez v. National Credit Center, LLC,
No. A-23-869000-B (Clark Cty., Nev.)

CLC

CLAIM FORM

Social Security Number or Tax ID Number

Note: If your contact information changes after you submit this Form, you must notify the Settlement Administrator by emailing info@xxxxxx.com or calling xxx-xxx-xxxx.

II. Description Harm Resulting from OFAC Results

A. Identify the Company that Received an NCC OFAC Screen in connection with your vehicle purchase (*Required):

Company Name

Address (at minimum, City, State)

B. Describe Your Claim (Check All that Apply). Valid forms of supporting documentation include, for example, emails or other communications with the recipient of the NCC OFAC Screen demonstrating the your harm, or other evidence determined by the Administrator to evidence a delay of a transaction, a denial of credit, or a cancellation or termination of an unconsummated transaction due to a NCC OFAC Screen.

☐ Emotional distress

Describe what happened:

☐ My transaction was delayed because of an NCC OFAC Screen

Describe what happened:

I ☐ do ☐ do not have documentation to support.

☐ I was denied credit because of an NCC OFAC Screen

Describe what happened:

I ☐ do ☐ do not have documentation to support.

**Your claim must
be submitted
online or
postmarked by:
[date], 2024**

Rodriguez v. National Credit Center, LLC,
No. A-23-869000-B (Clark Cty., Nev.)

CLC

CLAIM FORM

☐ I was unable to complete my transaction because of an NCC OFAC Screen

Describe what happened:

I ☐ do ☐ do not have documentation to support.

☐ Other particularized harm caused by an NCC OFAC Screen

Describe what happened:

I ☐ do ☐ do not have documentation to support.

Note: If you have supporting documentation, you may submit it by mail to INSERT ADDRESS, by email to XX, or by uploading it to the website at XX.

III. Payment Method Election

Please select from **one** of the following payment options and provide the requested information:

☐ **PayPal** - Enter the email address associated with your PayPal account: _____

☐ **Venmo** - Enter the mobile # associated with your Venmo account: ____-____-____

☐ **Zelle** - Enter the mobile # **or** email address associated with your Zelle account:

Mobile Number: ____-____-____ or Email Address: _____

☐ **Virtual Prepaid Card** - Enter your email address: _____

☐ **Physical Check** – Payment will be mailed to the address provided in Section I above.

IV. Signature.

I hereby declare under penalty of perjury pursuant to the laws of the State of Nevada that all of the information I have provided above is true and correct.

Signature

Date (MM/DD/YYYY)

**Your claim must
be submitted
online or
postmarked by:
[date], 2024**

Rodriguez v. National Credit Center, LLC,
No. A-23-869000-B (Clark Cty., Nev.)

CLC

CLAIM FORM

Notice ID: <<Notice ID>>

Confirmation Code: <<Confirmation Code>>

Complete this Claim Form and return it by **[DATE], 2024** only if you are seeking actual damages and want to explain any harm you experienced as a result of an NCC OFAC Screen. All Settlement Class Members who fill out a Payment Election Form or who received notice of the Settlement by mail, are eligible for payment without filling out this Claim Form.

However, if you experienced particularized harm as a result of an NCC OFAC Screen, you may be eligible to receive an additional monetary payment. 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. 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 OFAC Screen provided to another person. Other forms of significant emotional distress will be as 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; or (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.

Note that a lot of companies provide OFAC products, and some creditors order OFAC products from more than one vendor at the same time for the same transaction. Please include as many details as you can recall regarding the harm you experienced. In order for your claim to be honored, you must identify the company that received your report.

If you decide to fill out this Claim Form, please answer all questions honestly and accurately. You are swearing under penalty of perjury that your statements below are true and correct as if you were testifying in court.

The Claim Form may be submitted online at www.xxxxxx.com, emailed to INSERT, or mailed to INSERT ADDRESS. If you have questions about this form or the Settlement, please review the enclosed Notice, visit the Settlement Website, www.xxxxxx.com, email info@xxxxxx.com, or call xxx-xxx-xxxx.

I. Class Member Identifying Information

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

**Your claim must
be submitted
online or
postmarked by:
[date], 2024**

Rodriguez v. National Credit Center, LLC,
No. A-23-869000-B (Clark Cty., Nev.)

CLC

CLAIM FORM

Social Security Number or Tax ID Number

Note: If your contact information changes after you submit this Form, you must notify the Settlement Administrator by emailing info@xxxxxx.com or calling xxx-xxx-xxxx.

II. Description Harm Resulting from OFAC Results

A. Identify the Company that Received an NCC OFAC Screen in connection with your vehicle purchase (*Required):

Company Name

Address (at minimum, City, State)

B. Describe Your Claim (Check All that Apply). Valid forms of supporting documentation include, for example, emails or other communications with the recipient of the NCC OFAC Screen demonstrating the your harm, or other evidence determined by the Administrator to evidence a delay of a transaction, a denial of credit, or a cancellation or termination of an unconsummated transaction due to a NCC OFAC Screen.

☐ Emotional distress

Describe what happened:

☐ My transaction was delayed because of an NCC OFAC Screen

Describe what happened:

I ☐ do ☐ do not have documentation to support.

☐ I was denied credit because of an NCC OFAC Screen

Describe what happened:

I ☐ do ☐ do not have documentation to support.

**Your claim must
be submitted
online or
postmarked by:
[date], 2024**

Rodriguez v. National Credit Center, LLC,
No. A-23-869000-B (Clark Cty., Nev.)

CLC

CLAIM FORM

☐ I was unable to complete my transaction because of an NCC OFAC Screen

Describe what happened:

I ☐ do ☐ do not have documentation to support.

☐ Other particularized harm caused by an NCC OFAC Screen

Describe what happened:

I ☐ do ☐ do not have documentation to support.

Note: If you have supporting documentation, you may submit it by mail to INSERT ADDRESS, by email to XX, or by uploading it to the website at XX.

III. Payment Method Election

Please select from one of the following payment options and provide the requested information:

☐ **PayPal** - Enter the email address associated with your PayPal account: _____

☐ **Venmo** - Enter the mobile # associated with your Venmo account: ____-____-____

☐ **Zelle** - Enter the mobile # or email address associated with your Zelle account:

Mobile Number: ____-____-____ or Email Address: _____

☐ **Virtual Prepaid Card** - Enter your email address: _____

☐ **Physical Check** – Payment will be mailed to the address provided in Section I above.

IV. Signature.

I hereby declare under penalty of perjury pursuant to the laws of the State of Nevada that all of the information I have provided above is true and correct.

Signature

Date (MM/DD/YYYY)

Exhibit B

From: Settlement Administrator

To: [Class Member email address]

Subject: Notice of Class Action Settlement – Rodriguez v. National Credit Center, LLC

Name: <<Name>>

Notice ID: <<Notice ID>>

Confirmation Code: <<Confirmation Code>>

Mail Address: <<ADDRESS, CITY, ST ZIP>>

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 [date], 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 xxx-xxx-xxxx or info@xxxxxx.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 **\$XX**.

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. Claim Forms must be submitted or postmarked by **[date], 2024**. You can obtain a Claim Form at www.xxxxxxx.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.xxxxxxx.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 the www.xxxxxxx.com, emailing info@xxxxxx.com, or calling xxx-xxx-xxxx.

Do I Have to Do Anything to Be Paid?

It depends on whether the Settlement Administrator is able to locate you to send you a payment and on whether 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 **[date], 2024**. 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 **[date], 2024** requesting payment by other means (Zelle, Venmo, etc.). 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 be 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 **[date], 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 **[date], 2024**.

Specific instructions on how to object to or exclude yourself from the settlement are available at www.xxxxxx.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 OFAC Screen provided to another person, or others as may 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; or (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.xxxxxx.com. Claim Forms must be submitted or postmarked by **[date], 2024**.

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.

When Will the Court Consider the Settlement?

The Court will hold a final approval hearing on [date], 2024 at [time] PDT at [address]. 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.xxxxxx.com, call xxx-xxx-xxxx or email info@xxxx.com.

Exhibit C

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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
Department B

ORDER:

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

1 On [REDACTED], 2024 the Court held a hearing on Plaintiff's Motion for Final Approval
2 of Class Action Settlement and Motion for Approval of Attorneys' Fees, Costs, and Service Award.
3 At the hearing, Plaintiff, Defendant National Credit Center, LLC ("Defendant"), and members of
4 the Settlement Class were afforded the opportunity to be heard in support of or in opposition to the
5 settlement. The Court has considered all papers filed and arguments with respect to the proposed
6 settlement of the claim asserted under the Fair Credit Reporting Act ("FCRA") by the proposed
7 class of consumers (the "Settlement Class"), therefore,

8 **THE COURT FINDS:**

- 9 1. The order preliminarily approving the Settlement is reaffirmed in all respects;
 - 10 2. Final approval of the Settlement as embodied in the Settlement Agreement,
11 including the terms of injunctive relief agreed to in Section 5.1.1, is proper as the Settlement is
12 fair, reasonable, and adequate to the Settlement Class and in the best interests of the Settlement
13 Class, and that the Settlement is the result of arms-length negotiations between experienced
14 counsel.
 - 15 3. The Court further finds that the relief provided under the Settlement constitutes fair
16 value given in exchange for the release of claims.
 - 17 4. Notice to the Settlement Class has been duly provided to the Settlement Class in
18 compliance with Nev. R. Civ. P. 23(f), due process, and of the Court's preliminary approval order.
 - 19 5. [REDACTED] members of the Settlement Class have objected to the Settlement and [REDACTED] have
20 asked to be excluded from the Settlement.
 - 21 6. The plan of allocation of the Settlement Funds, as described in Section 5 and 7 of
22 the Settlement Agreement, is fair and reasonable to all Settlement Class Members and the Court
23 hereby approves distribution of the Settlement Funds accordingly;
 - 24 7. Class Counsel's request for an attorney fee award of \$ [REDACTED], representing
25 [REDACTED] % of the Settlement Funds, is fair and reasonable considering all of the circumstances and the
26 Court hereby approves the attorneys' fee award. This was a complex class action that counsel
27 accepted on a contingency-fee agreement, with no guarantee of payment, and Class Counsel
28 achieved an excellent result for the Settlement Class.
-

1 8. The requested incentive award of \$25,000.00 from the Settlement Funds for the class
2 representative, Angel Luis Rodriguez, Jr., is reasonable and appropriate considering his efforts on
3 behalf of the Settlement Class and his participation in the case and the Court hereby approves the
4 incentive award.

5 9. Defendant is entitled to a release of all claims relating to the allegations in the
6 Complaint, with the Class Released Claims being defined fully in Section 5.3.2 and Plaintiff's
7 General Release being defined fully in Section 5.3.1 of the Settlement Agreement.

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

9 10. The foregoing findings and approvals are the Orders of the Court;

10 11. The Settlement Funds shall be distributed as set forth in Section 5 and 7 of
11 Settlement Agreement.

12 a) The Court awards \$ _____ to Class Counsel as reasonable attorneys' fees and
13 reimbursement for reasonable out-of-pocket expenses, which shall be paid from the Gross
14 Settlement Fund.

15 b) The Court awards Plaintiff Angel Luis Rodriguez, Jr. the sum of \$ _____, for the service
16 he has performed for and on behalf of the Settlement Class, which shall be paid from the
17 Gross Settlement Fund.

18 c) The Court authorizes Class Counsel and Defense Counsel to authorize payment to the
19 Settlement Administrator from the Net Settlement Fund as set forth in the Settlement
20 Agreement.

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

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

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

1 15. 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 16. 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 17. 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 18. This action is hereby dismissed on the merits, in its entirety, with prejudice and
4 without costs.

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

6 **IT IS SO ORDERED.**

7
8 Dated: _____
9 [Judge]

Exhibit D

Eighth Judicial District Court Clark County, Nevada

Notice of Class Action Settlement

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

A NEVADA STATE COURT AUTHORIZED THIS NOTICE

This Notice explains the Settlement, the Settlement Class, and your legal rights and options.

Please read its contents 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 that U.S. businesses, such as terrorists and narcotics traffickers, are not allowed to do business with.

NCC denies any and all allegations or assertions of wrongdoing in this lawsuit.

WHAT’S THE STATUS OF THE CASE?

The Court has not made any finding that NCC has engaged in any wrongdoing or misconduct of any kind. Instead, Plaintiff and Defendant (together, the “Parties”) have agreed to resolve disputed claims through a proposed class action settlement. The settlement has not yet been approved by the Court.

This Notice explains your rights and options if you are a Member of the Settlement Class. Whether or not you act, your legal rights will be affected by the proposed settlement.

WHO IS INCLUDED IN THE SETTLEMENT?

The group of people included in the settlement is called the “Class.” You are in the Class if between May 5, 2020 and [date] 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 are unsure whether you are a member of the Settlement Class, you may contact the Settlement Administrator at xxx-xxx-xxxx or info@xxxxx.com.

YOUR LEGAL RIGHTS & OPTIONS.

The Court still must decide whether to grant final approval of the settlement. You should know that: (i) the court will exclude members from the Class if the member so requests by **[date]**; (ii) all members who do not request exclusion from the Class will be bound by the judgment approving settlement; and (iii) any member who does not request exclusion may, if the member desires, enter an appearance through the member's counsel.

Read on to understand the specifics of the settlement and what each choice would mean for you.

Stay in the Settlement - 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 to which Notice was sent by U.S. mail. If your mail was returned as undeliverable and you do nothing, you will not receive a payment. If you are unsure whether you received notice of this settlement by mail, you are strongly encouraged to complete a <u>Payment Election Form</u> .
Stay in the Settlement - 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 [date], 2024 . You will lose any legal rights you may have against Defendant related to this lawsuit.
Stay in the Settlement - Submit a Payment Election Form	If you do not receive notice in the mail, or if you wish to receive your payment via electronic means or at a different address, you can submit a Payment Election Form by [date], 2024 requesting payment by other means (Zelle, Venmo, etc.). 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 be receive your payment. You will lose any legal rights you may have against Defendant related to this lawsuit,.
Exclude Yourself	You may exclude yourself from the Settlement Class by mailing a written notice to the Settlement Administrator, postmarked by [date], 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.

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 [date], 2024 .
---------------	---

Payments will be made if the Court approves the settlement and after any appeals are fully resolved.

LEARNING MORE ABOUT THE LAWSUIT & SETTLEMENT

What is 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. Before extending credit to a consumer or completing a transaction, a U.S. business may obtain a report on that consumer to determine if they are on the OFAC List.

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) the costs of settlement administration, and (4) any service award for Plaintiff that the Court may later approve.

If the Court approves the settlement in full, each Class Member will receive a Pro Rata Award payment of an estimated **\$XX**.

Additionally, 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 of up to \$1,500.00. Any Actual Damages Awards payment will be sent after the Pro Rata Award payment.

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. 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 OFAC Screen provided to another person. Other forms of significant emotional distress will be as 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; or (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 or postmarked by **[date], 2024**. You can obtain a Claim Form at www.xxxxxx.com.

Who are the attorneys representing the Class and how will they be paid?

The Court has approved lawyers to represent the Settlement Class (“Class Counsel”). The attorneys who have been appointed by the Court to represent the Settlement Class are a team of lawyers from Berger Montague PC (E. Michelle Drake, John Albanese, Zachary M. Vaughan, Ariana Kiener, and Sophia Rios) and Eglet Adams (Robert T. Eglet and Richard K. Hy). You may reach Class Counsel at the following address/phone number:

Berger Montague PC
 1229 Tyler Street NE, Suite 205
 Minneapolis, MN 55413
 612-594-5999
 OFACPlaintiffLawyers@bm.net

Class Counsel will ask the Court to approve attorneys’ fees in an amount not to exceed one-third of the Settlement Funds (\$10,000,000), plus reimbursement of their out-of-pocket expenses. Plaintiff may also seek a service award, in an amount not to exceed \$25,000, for his services in representing the Settlement Class.

If the Court approves them, these attorneys’ fees, costs, service award, and settlement administration expenses will be paid from the settlement amount paid by Defendant.

DECIDING WHAT TO DO

What Are My Options?

You have five options. You can (1) do nothing and remain in the settlement and receive a Pro Rata Award; (2) submit a Claim Form and remain in the settlement and receive a Pro Rata Award and possibly an Actual Damages Award; (3) submit a Payment Election Form and remain in the settlement; (4) exclude yourself from the settlement (i.e., “opt out”); or (5) object to the settlement and remain in the settlement.

Your options and rights are explained in the following sections, along with the steps you must take if you wish to opt-out or object.

What Are the Consequences of Remaining in the Settlement?

If you received notice of the settlement via mail or email, you do not have to take any action to remain in the settlement. But, as explained above, **if you do not receive notice in the mail, you must submit a Payment Election Form to receive your payment.** You must also complete and submit a Claim Form by [date], 2024 if you are seeking an Actual Damages Award.

If you remain in the settlement, you will not be able to pursue claims against NCC that are covered by the settlement’s releases. All the of Court’s decisions regarding the settlement will apply to you, and you will be bound by any judgment that the Court enters.

If the Court grants final approval of the settlement each member of the Settlement Class will receive a Pro Rata Award payment estimated to be \$XX. In addition, Settlement Class Members that file a valid Claim Form asserting that they experienced particularized harm as a result of the NCC OFAC Screen Defendant reported, will receive an Actual Damages Award of an amount up to \$1,500, depending on the form of harm claimed and whether the Class Member submits supporting documentation.

How Do I Know if I Am Required to Submit a Payment Election Form?

If you do not receive notice in the mail, you must submit a [Payment Election Form](#) to receive payment. Settlement Class members who experienced particularized harm as a result of the NCC OFAC Screen must file a valid Claim Form in order to receive any additional payment.

If you are unsure whether you have to make a claim or submit a Payment Election Form, or if you have questions about the [Claim Form](#), contact the Settlement Administrator by emailing info@xxxxxx.com or calling xxx-xxx-xxxx.

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 OFAC Screen provided to another person. Other forms of significant emotional distress will be as 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; or (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.xxxxxxx.com. Claim Forms must be submitted or postmarked by **[date], 2024**.

What Are the Consequences of Opting-Out of the Settlement?

If you exclude yourself from the settlement, you will not receive any money from the settlement. You will not be bound by any of the Court's orders regarding the settlement by or any judgment or release that the Court enters regarding the settlement. You will lose the right to object to the settlement of this lawsuit but retain any legal rights you may have against NCC.

You will be responsible for the fees and costs of any future services provided by your own lawyer.

How do I Opt-Out?

If you wish to be excluded from the settlement (to “opt out”), you must mail a written request for exclusion to the Settlement Administrator at:

Settlement Administrator
Attn: Exclusions
[address]

Your request for exclusion must be in writing, signed by you, and postmarked on or before [date], 2024. The request must state: “I request to be excluded from the Settlement in *Rodriguez v. National Credit Center, LLC*, Case No. A-23-869000-B.”

Your request for exclusion must also be dated, and it must include your name, address, and telephone number. The address that you use on your exclusion request should be the address to which your notice was mailed. If you have a new address, please also inform the Settlement Administrator of this new address so they can update the appropriate records. If you exclude yourself from the settlement, you will not be eligible to receive a payment.

What Happens if I Object to the Settlement?

If you object according to the steps below, the Court will consider your objection. If the Court overrules your objection, you will be bound by the Court’s decision, and you will remain a part of the settlement.

How Do I Object to the Settlement?

You may object to all or part of the settlement if you think, for any reason, that it is not fair, reasonable, or adequate.

To object, you must submit your objection to the Settlement Administrator at [address], and you must also file the objection in writing with the Court at 200 Lewis Avenue, Las Vegas, NV 89101. . Your objection must include: (i) a written explanation of the reasons why you think that the Court should not approve the settlement; (ii) whether your objection pertains only to you, to a specific subset of the class, or the entire class; (iii) the identity of any witnesses you may want to call at the Final Hearing; (iv) a list of all exhibits you intend to introduce into evidence and a true and correct copy of all exhibits; (v) a statement as to whether you intend to appear at the Final Hearing, with or without counsel. Be sure to sign the objection and include your name, your address, your telephone number, and, if you are represented by an attorney, the name, address, and telephone number of your attorney, and note that the objection is in connection with the case titled “*Rodriguez v. National Credit Center, LLC*, Case No. A-23-869000-B.”

If you decide to object to the settlement, your objection must be mailed to the Settlement Administrator with a postmark on or before [date], 2024. If you fail to timely file and serve your objection, it will not be considered. You may withdraw an objection by submitting the withdrawal in writing to Class Counsel.

ADDITIONAL INFORMATION

I Did Not Receive Notice in the Mail. How can I Get Paid?

If you do not receive notice in the mail, you must submit a [Payment Election Form](#) by [date], 2024

to receive payment.

When And Where Will the Court Decide Whether to Approve The Settlement?

The Court will hold a Final Fairness Hearing on [date], 2024 at [time] PDT in Department B of the Regional Justice Center at 200 Lewis Avenue, Las Vegas, NV 89101. At this Final Fairness Hearing, the Court will consider whether the proposed settlement is fair, reasonable, and adequate. The Court will also hear objections to the settlement, if any. We do not know how long the Court will take to make its decision after the Final Fairness Hearing. In addition, the Final Fairness Hearing may be postponed at any time by the Court without further notice to you.

You do not have to appear at the Final Fairness Hearing. If you are filing an objection, your objection should include a statement of whether or not you intend to appear at the Hearing, and whether you intend to hire an attorney (see Section “How Do I Object to the Settlement” above).

Where Can I Get Additional Information?

Review the additional documents available on this Website, including the current version of the Complaint and the full Settlement Agreement. You may also contact the Settlement Administrator by emailing info@xxxxx.com or calling xxx-xxx-xxxx.

Exhibit E

Notice ID: <<Notice ID>>
Confirmation Code: <<Confirmation Code>>
<<Name>>
<<ADDRESS>>
<<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 [date], 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 xxx-xxx-xxxx or info@xxxxx.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 **\$XX**.

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

**FOR MORE INFORMATION, PLEASE VISIT WWW.XXXXXX.COM,
CALL xxx-xxx-xxxx OR EMAIL INFO@XXXXX.COM.**

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 OFAC Screen provided to another person. Other forms of significant emotional distress will be as 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; or (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 or postmarked by **[date], 2024**. You can obtain a Claim Form at www.xxxxxxx.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.xxxxxxx.com.

If you move, you must inform the Settlement Administrator of your new address. You may do so by visiting the www.xxxxxxx.com, emailing info@xxxxxx.com, or calling xxx-xxx-xxxx.

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 **[date], 2024**. 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 **[date], 2024** requesting payment by other means (Zelle, Venmo, etc.). 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 be 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 **[date], 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 **[date], 2024**.

Specific instructions on how to object to or exclude yourself from the settlement are available at www.xxxxxxx.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.

When Will the Court Consider the Settlement?

FOR MORE INFORMATION, PLEASE VISIT WWW.XXXXXXX.COM,
CALL xxx-xxx-xxxx OR EMAIL INFO@XXXXX.COM.

The Court will hold a final approval hearing on [date], 2024 at [time] PDT at [address]. 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.XXXXXX.COM,
CALL xxx-xxx-xxxx OR EMAIL INFO@XXXX.COM.**

Exhibit F

**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 B

ORDER:

**PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT and
PROVIDING FOR NOTICE**

The Settlement Agreement has been filed with the Court (Dkt. No.) and the definitions and terms set forth in the Settlement Agreement are incorporated herein by reference. The Court, having reviewed the Settlement Agreement entered by Plaintiff Angel Luis Rodriguez, Jr. ("Plaintiff" or the "Class Representative") and Defendant National Credit Center, LLC ("Defendant") (collectively, the "Parties"), and the unopposed Motion for Preliminary Approval, therefore:

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

1. The Court has considered the proposed settlement of the claims asserted under the Fair Credit Reporting Act ("FCRA") by the "Settlement Class" which includes all individuals who were the subject of an NCC OFAC Screen that Defendant disseminated to a third party between

1 May 5, 2020 and [date]. The Settlement Class does not include counsel of record (and their
2 respective law firms) for any of the Parties and employees of Defendant.

3 2. The Settlement Agreement appears, upon preliminary review, to be fair,
4 reasonable, and adequate to members of the Settlement Class. Accordingly, for settlement purposes
5 only, the proposed settlement is preliminarily approved, pending a Final Approval Hearing, as
6 provided for herein.

7 3. The prerequisites to a class action under Nev. R. Civ. P. 23 have been preliminarily
8 satisfied, for settlement purposes only, in that:

9 (a) The Settlement Class consists of at between 400,000 and 440,000 Settlement
10 Class Members;

11 (b) The claims of the Class Representative are typical of those of the other
12 Settlement Class Members;

13 (c) There are questions of fact and law that are common to all Settlement Class
14 Members; and

15 (d) The Class Representative will fairly and adequately protect the interests of
16 the Settlement Classes and has retained Class Counsel experienced in
17 consumer class action litigation who have and will continue to adequately
18 represent the Settlement Classes.

19 4. For settlement purposes only, the Court finds that this action is preliminarily
20 maintainable as a class action under Nev. R. Civ. P. 23 because: (1) a class action is a fair and
21 efficient adjudication of this controversy; and (2) questions of fact and law common to Settlement
22 Class Members predominate over any questions affecting only individual members.

23 5. If the Settlement Agreement is not finally approved, is not upheld on appeal, or is
24 otherwise terminated for any reason before the Effective Date, then the Settlement Class shall be
25 decertified; the Settlement Agreement and all negotiations, proceedings, and documents prepared,
26 and statements made in connection therewith, shall be without prejudice to any Party and shall not
27 be deemed or construed to be an admission or confession by any Party of any fact, matter, or
28 proposition of law; and all Parties shall stand in the same procedural position as if the Settlement

1 Agreement had not been made or filed with the Court.

2 6. The Court appoints Angel Luis Rodriguez, Jr. as the Class Representative of the
3 Settlement Class. The Court also appoints E. Michelle Drake, John G. Albanese, Zachary M.
4 Vaughan, Ariana B. Kiener, and Sophia M. Rios of Berger Montague PC and Robert T. Eglet and
5 Richard K. Hy of Eglet Adams as counsel for the Settlement Class (“Class Counsel”).

6 7. The Court appoints Continental DataLogix, LLC as the Settlement Administrator.

7 8. The Court will hold a Final Approval Hearing on [date], 2024 at [time] PDT in
8 **Department B** of the Regional Justice Center at 200 Lewis Avenue, Las Vegas, NV 89101 for the
9 following purposes:

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

13 (b) To determine whether a final judgment should be entered dismissing the
14 claims of the Settlement Classes with prejudice;

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

17 (d) To determine whether the request by Class Counsel for an award of
18 attorney’s fees, costs, and expenses, and for a service award to Plaintiff,
19 should be approved; and

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

21 9. Notice of the Settlement and the Settlement Hearing shall be given to the
22 Settlement Class Members in accordance with the notice plan set forth in the Settlement Agreement.

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

27 11. The Court finds this manner of giving notice constitutes the best notice practicable
28 under the circumstances; is reasonably calculated, under the circumstances, to apprise Settlement

1 Class Members of the pendency of the action, of the effect of the proposed Settlement (including
2 the Releases to be provided thereunder), of Class Counsel's request for an award of attorneys' fees
3 and reimbursement of litigation costs, of Settlement Class Members right to object to the Settlement,
4 the plan of allocation, and/or the request for an award of attorneys' fees and reimbursement for
5 litigation costs, of their right to exclude themselves from the Settlement Class, and of their right to
6 appear at the Final Approval Hearing; constitutes due, adequate and sufficient notice to all persons
7 and entities entitled to receive notice of the proposed Settlement; and satisfies the requirements of
8 Nev. R. Civ. P. 23 and all other applicable laws and rules.

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

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

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

28 14. Any Settlement Class Member who has not requested exclusion and wishes to be

1 heard orally at the Final Approval Hearing, and/or who wishes for any objection to be considered,
2 must file a written notice of Objection with the Court by the Opt Out & Objections Deadline, and
3 must concurrently serve the Objection on the Settlement Administrator.

4 As set forth in the Settlement Agreement, the Objection must include the following: (1) the
5 Settlement Class Member's full name, address, and current telephone number; (2) if the individual
6 is represented by counsel, the name and telephone number of counsel, whether counsel intends to
7 submit a request for fees, and all factual and legal support for that request; (3) all objections and
8 the basis for any such objections stated with specificity, including a statement as to whether the
9 objection applies only to the objector, to a specific subset of the class, or to the entire class; (4) the
10 identity of any witnesses the objector may call to testify; (5) a listing of all exhibits the objector
11 intends to introduce into evidence at the Final Approval Hearing, as well as true and correct of
12 copies of such exhibits; and (6) a statement of whether the objector intends to appear at the Final
13 Approval Hearing, either with or without counsel.

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

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

25 16. Any other briefs, memoranda, petitions, or affidavits that Class Counsel intends to
26 file in support of final approval shall be filed no later than twenty-one (21) days prior to the Final
27 Approval Hearing. Notwithstanding the foregoing, Class Counsel may submit declarations from the
28 Settlement Administrator regarding the notice plan and opt-outs seven (7) days prior to the Final

1 Approval Hearing.

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

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

12 **IT IS SO ORDERED.**

13
14 Dated: _____

[Judge]

Exhibit G

REMINDER NOTICE FOR SETTLEMENT CLASS MEMBERS WHOSE
MAIL NOTICE WAS DELIVERED

From: Settlement Administrator

To: [Class Member email address]

Subject: Your Class Action Settlement Payment Is Available– Rodriguez v. National Credit Center, LLC

Name: <<Name>>

Notice ID: <<Notice ID>>

Confirmation Code: <<Confirmation Code>>

Mail Address: <<ADDRESS, CITY, ST ZIP>>

You were previously provided with notice regarding this class action settlement. The settlement has been approved and you are eligible to receive an estimated \$XX payment.

Unless you elect a different payment method, your Pro Rata Award payment will be mailed to you as a paper check at the address listed at the top of this notice. If that address is incorrect, you must complete a [Payment Election Form](#) at www.xxxxxx.com by **[date], 2024** in order to receive your payment.

You will receive payment sooner if you elect to receive your payment electronically. You may choose to be paid via PayPal, Venmo, Zelle, or via a virtual prepaid card by filling out the [Payment Election Form](#) at www.xxxxxx.com by **[date], 2024**.

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 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 OFAC Screen provided to another person. Other forms of significant emotional distress will be as 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; or (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 or postmarked by **[date], 2024**. You can obtain a [Claim Form](#) at www.xxxxxx.com. Any Actual Damages Awards payment will be sent after the Pro Rata Award payment.

For more information, please visit www.xxxxxx.com, call xxx-xxx-xxxx or email info@xxxx.com.

[Unsubscribe](#)

REMINDER NOTICE FOR SETTLEMENT CLASS MEMBERS WHOSE
MAIL NOTICE WAS UNDELIVERABLE

From: Settlement Administrator

To: [Class Member email address]

Subject: Your Class Action Settlement Payment Is Available– Rodriguez v. National Credit Center, LLC

Name: <<Name>>

Notice ID: <<Notice ID>>

Confirmation Code: <<Confirmation Code>>

You were previously provided with notice regarding this class action settlement. The settlement has been approved and you are eligible to receive an estimated \$XX payment *if you fill out a Payment Election Form.*

We have been unable to reach you by mail. You must complete a [Payment Election Form](#) at [www.xxxxxx.com](#) by **[date], 2024** in order to receive your Pro Rata Award payment. You may choose to be paid via PayPal, Venmo, Zelle, a virtual prepaid card or by paper check.

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; (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; or (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 or postmarked by **[date], 2024**. You can obtain a [Claim Form](#) at [www.xxxxxx.com](#). Any Actual Damages Awards payment will be sent after the Pro Rata Award payment.

For more information, please visit the Settlement Website, [www.xxxx.com](#), email [info@xxxx.com](#), or call [\[phone number\]](#).

[Unsubscribe](#)

Exhibit H

From: [insert]

To: [Class Member email address]

Subject: Rodriguez v. National Credit Center, LLC —Information Required for Payment

Name: <<Name>>

Notice ID: <<Notice ID>>

Confirmation Code: <<Confirmation Code>>

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 \$XX 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 [date], 2024 in order to receive your Pro Rata Award payment.

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 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 OFAC Screen provided to another person. Other forms of significant emotional distress will be as 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; or (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.

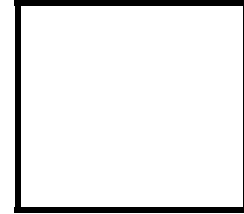
[Claim Forms](#) must be submitted or postmarked by **[date], 2024**. You can obtain a [Claim Form](#) at www.xxxxxxx.com. Any Actual Damages Awards payment will be sent after the Pro Rata Award payment. For more information about the settlement, visit www.xxxxxxx.com, email info@xxxxxx.com, or call xxx-xxx-xxxx.

Exhibit I

**Your Payment
Election Form
must be submitted
online by:
[date], 2024**

Rodriguez v. National Credit Center, LLC,
No. A-23-869000-B (Clark Cty., Nev.)

PAYMENT ELECTION FORM



Complete this Payment Election Form and submit it online by **[DATE], 2024** if you are a member of the Settlement Class and one of the following is true:

(1) You did not receive notice of this Settlement by U.S. mail and/or you received a notice by email stating that the Settlement Administrator has been unable to reach you by U.S. Mail. If you do not fill out and submit a Payment Election Form by **[DATE], 2024**, you will not receive a payment as part of the Settlement; OR

(2) You did receive notice of this Settlement by U.S. mail but wish to receive payment in a form other than a paper check mailed to the address at which you received the notice.

If you have questions about this form or the Settlement, please visit the Settlement Website, www.xxxxxx.com, email info@xxxxxx.com, or call xxx-xxx-xxxx.

I. Class Member Identifying Information.

If your contact information changes after you submit this Form, you must notify the Settlement Administrator by emailing info@xxxxxx.com or calling xxx-xxx-xxxx.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

**Social Security or
Tax ID Number**

Notice ID

II. Payment Election

Please select from **one** of the following payment options and provide the requested information:

☐ **PayPal** - Enter the email address associated with your PayPal account: _____

☐ **Venmo** - Enter the mobile # associated with your Venmo account: ____-____-____

☐ **Zelle** - Enter the mobile # **or** email address associated with your Zelle account:

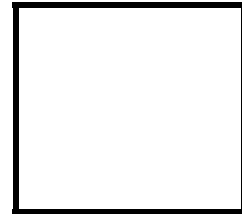
Mobile Number: ____-____-____ or Email Address: _____

☐ **Virtual Prepaid Card** - Enter your email address: _____

**Your Payment
Election Form
must be submitted
online by:
[date], 2024**

Rodriguez v. National Credit Center, LLC,
No. A-23-869000-B (Clark Cty., Nev.)

PAYMENT ELECTION FORM



☐ **Physical Check** – Payment will be mailed to the address provided in Section I above.

III. Signature.

I hereby declare under penalty of perjury pursuant to the laws of the State of Nevada that all of the information I have provided above is true and correct.

Signature

Date (MM/DD/YYYY)