

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division**

LISA HILL-GREEN, *on behalf of herself* :
and all similarly situated individuals, :

Plaintiff, :

v. :

Civil Action No. 3:19-cv-708 (MHL)

EXPERIAN INFORMATION :
SOLUTIONS, INC., :

Defendant. :

PLAINTIFF’S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Plaintiff Lisa Hill-Green, by counsel, on behalf of herself and the Settlement Class Members, and under Fed. R. Civ. P. 23, moves the Court for Final Approval of the Class Action Settlement for the reasons outlined in the contemporaneously-filed memorandum of law. A proposed order is attached as Exhibit 1.

Respectfully submitted,
PLAINTIFF

By: /s/ Kristi C. Kelly
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FOR THE EASTERN DISTRICT OF VIRGINIA
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LISA HILL-GREEN, *on behalf of
herself and all others similarly situated,*

Plaintiffs,

Civil Action No. 3:19-cv-708(MHL)

v.

EXPERIAN INFORMATION SOLUTIONS,
INC.,

Defendant.

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND CERTIFYING SETTLEMENT CLASSES**

Plaintiff Lisa Hill-Green, individually and on behalf of the preliminarily certified Settlement Classes, has submitted to the Court a Motion for Final Approval of the Settlement Agreement and Final Certification of the Settlement Classes (“Final Approval Motion”). The Settlement Agreement at issue here follows, and seeks to novate and supersede in all respects, an earlier class settlement that the Parties reached and that the Court finally approved on April 27, 2022. (ECF No. 112.)

This Court has reviewed the papers filed in support of the Final Approval Motion, including the Settlement Agreement filed with Plaintiff’s Preliminary Approval Motion, the memoranda and arguments submitted on behalf of the Settlement Classes, and all supporting exhibits and declarations thereto, as well as the Court’s Preliminary Approval Order. The Court held a Final Fairness Hearing on March 1, 2023, at which time the Parties and other interested persons were given an opportunity to be heard in support of and in opposition to the proposed settlement. Based on the papers filed with the Court and the presentations made at the Final Fairness Hearing, the Court finds that the Settlement Agreement is fair, adequate, and reasonable, and approves the requested novation as described in the Final Approval Motion.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. This Final Approval Order incorporates herein and makes a part hereof the

Settlement Agreement and the Preliminary Approval Order. Unless otherwise provided herein, the capitalized terms used herein shall have the same meanings and definitions given to them in the Preliminary Approval Order and Settlement Agreement, as submitted to the Court with Plaintiff's Preliminary Approval Motion.

2. This Court has jurisdiction over matters relating to the Settlement, including, without limitation, the administration, interpretation, effectuation and enforcement of the Settlement, the Settlement Agreement, or this Final Approval Order.

CERTIFICATION OF THE SETTLEMENT CLASSES AND APPOINTMENT OF CLASS COUNSEL AND CLASS REPRESENTATIVE

3. In the Preliminary Approval Order, this Court previously certified, for settlement purposes only, a Rule 23(b)(2) Settlement Class defined as follows:

All consumers in the United States for whom Experian, within two years prior to the filing of the Complaint in this action and during its pendency, furnished a consumer report to a third party containing an inaccurate Fraud Shield Indicator No. 10, 11, 16, or 17, indicating that the consumer's address was either a high-risk or non-residential address.

4. Certification of the Rule 23(b)(2) Settlement Class is hereby reaffirmed as a final Settlement Class under Federal Rule of Civil Procedure 23(b)(2). For the reasons set forth in the Preliminary Approval Order, this Court finds, on the record before it, that this action may be maintained as a class action on behalf of the Rule 23(b)(2) Settlement Class.

5. In the Preliminary Approval Order, this Court previously certified, for settlement purposes only, a Rule 23(b)(3) Settlement Class comprised of all consumers who meet the Rule 23(b)(3) Class Criteria as follows:

- (a) the consumer was the subject of a consumer report issued by Experian between July 1, 2018, and July 31, 2021;
- (b) in connection with the consumer report, Experian transmitted at least one instance of either Fraud Shield indicator 10 or 16;

- (c) the consumer's address, as provided by Experian, corresponds to an address in Experian's Non-Residential Address Table that was loaded into the table more than seven years prior to the date of the report;
- (d) the address in the Non-Residential Address Table that matched the consumer's address was classified in the Non-Residential Address Table with a Standard Industrial Code ("SIC Code") denoting a business type identified in the Existing Injunctive Relief Order that Experian agreed to no longer classify as a "high risk" business type;
- (e) The consumer's historical Vantage Score as provided by Experian was 650 or greater;
- (f) Experian's records indicate that the consumer report transmitted with the Fraud Shield indicator was sold for a purpose other than debt collection; and
- (g) the consumer did not have any new tradelines opened within 120 days of the date of the consumer report.

The Rule 23(b)(3) Settlement Class also includes all consumers in the time period from July 1, 2018, to July 31, 2021, who contacted Experian to inquire about and/or dispute a non-residential or high-risk address indicator.

6. Certification of the Rule 23(b)(3) Settlement Class is hereby reaffirmed as a final Settlement Class under Federal Rule of Civil Procedure 23(b)(3). For the reasons set forth in the Preliminary Approval Order, this Court finds, on the record before it, that this action may be maintained as a class action on behalf of the Rule 23(b)(3) Settlement Class.

7. In the Preliminary Approval Order, this Court previously appointed Plaintiff Lisa Hill-Green as Class Representative for both the Rule 23(b)(2) Settlement Class and Rule 23(b)(3) Settlement Class, and hereby reaffirms that appointment, finding, on the record before it, that Plaintiff

has and continues to adequately represent Rule 23(b)(2) Settlement Class Members and Rule 23(b)(3) Settlement Class Members.

8. In the Preliminary Approval Order, this Court previously appointed the law firms of Kelly Guzzo PLC, Consumer Litigation Associates, P.C., and Berger Montague P.C. as Class Counsel for settlement purposes only and hereby reaffirms that appointment, finding, on the record before it, that Class Counsel have and continue to adequately and fairly represent Rule 23(b)(2) Settlement Class Members and Rule 23(b)(3) Settlement Class Members.

NOTICE TO THE CLASSES

9. The record shows, and the Court finds, that class notice has been given to the Settlement Classes in the manner approved by the Court in its Preliminary Approval Order and as set forth in the Rule 23(b)(2) Notice Plan and the Rule 23(b)(3) Notice Plan. The Court finds that such notice constitutes: (i) the best notice practicable to the Rule 23(b)(2) Settlement Class and Rule 23(b)(3) Settlement Class under the circumstances; (ii) notice that was reasonably calculated, under the circumstances, to apprise the Rule 23(b)(2) Settlement Class and Rule 23(b)(3) Settlement Class of the pendency of this Litigation and the terms of the Settlement Agreement, their rights to opt out (for the Rule 23(b)(3) Settlement Class only) or object to any part of the Settlement, their rights to appear at the Final Fairness Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the Final Approval Order, whether favorable or unfavorable; (iii) due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Federal Rules of Civil Procedure 23(c)(2)(B) and 23(e)(1), and any other applicable law.

10. Due and adequate notice of the proceedings having been given to the Rule 23(b)(2) Settlement Class and Rule 23(b)(3) Settlement Class and a full opportunity having been offered to all Settlement Class Members to participate in the Final Fairness Hearing, it is hereby determined that all Settlement Class Members are bound by this Final Approval Order, except for the Rule 23(b)(3)

Settlement Class Members who submitted timely requests for exclusion from the Rule 23(b)(3) Settlement Class. A list of these individuals is attached as Exhibit 1.

FINAL APPROVAL OF THE SETTLEMENT AGREEMENT

11. Under Fed. R. Civ. P. 23(e), the Court hereby finally approves in all respects the Settlement as set forth in the Settlement Agreement and finds that the Settlement, the Settlement Agreement, the benefits to the Rule 23(b)(2) Settlement Class Members and Rule 23(b)(3) Settlement Class Members, and all other parts of the Settlement are, in all respects, fair, reasonable, and adequate, and in the best interest of both Settlement Classes, within a range that responsible and experienced attorneys could accept considering all relevant risks and factors and the relative merits of Plaintiff's claims and any defenses of the Defendant, and are in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause, and the Class Action Fairness Act. Accordingly, the Settlement shall be consummated in accordance with the terms and provisions of the Settlement Agreement, with each Rule 23(b)(2) Settlement Class Member and/or Rule 23(b)(3) Settlement Class Member (except for the ones listed in Exhibit 1) bound by the Settlement Agreement, including any releases therein.

12. Specifically, the Court finds that the Settlement is fair, reasonable, and adequate given the following factors, among other things:

a. This Litigation was complex and time consuming and would have continued to be so through summary judgment or trial if it had not settled;

b. Class Counsel had a well-informed appreciation of the strengths and weaknesses of the Litigation while negotiating the Settlement;

c. The relief provided for by the Settlement is well within the range of reasonableness in light of the best possible recovery and the risks the Parties would have faced if the case had continued to verdicts as to jurisdiction and liability;

d. The Settlement was the result of arm's-length, good faith negotiations and exchange of information by experienced counsel;

e. The reaction of the class to the Settlement has been positive, with only one objection to the Settlement filed on January 30, 2023. The Court has considered that objection and finds that it does not impact the Court's conclusion herein that Final Approval of the Settlement is appropriate.

13. Accordingly, the Settlement shall be consummated in accordance with the terms and provisions of the Settlement Agreement.

BENEFITS TO THE CLASS

In accordance with Section 4.3 of the Settlement, the Court is contemporaneously entering the Agreed Injunctive Relief Order requiring Experian to implement the changes and procedures stated therein. For the avoidance of doubt, this Final Approval Order and the Agreed Injunctive Relief Order, incorporated herein, supersedes in all respects the injunctive relief ordered in Paragraph 12 of the previous final approval order (ECF No. 112).

DISMISSAL OF CLAIMS AND RELEASES

14. This Litigation and all Released Claims of Rule 23(b)(2) Settlement Class Members and Rule 23(b)(3) Settlement Class Members are hereby dismissed with prejudice and, except as otherwise provided herein or in the Settlement Agreement, without costs to any party.

15. Under the Settlement Agreement, as of the Effective Date of this Settlement, Plaintiffs and each member of the Settlement Classes shall be deemed to have fully, finally, and forever released and discharged Experian and each of its members, owners, shareholders, unitholders, predecessors, successors (including, without limitation, acquirers of all or substantially all of Experian's assets, stock, units, or other ownership interests) and assigns; the past, present, and future, direct and indirect, parents (including, without limitation, holding companies), subsidiaries

and affiliates of any of the above; and the past, present, and future principals, trustees, partners, insurers, officers, directors, employees, agents, advisors, attorneys, members, owners, shareholders, unitholders, predecessors, successors, assigns, representatives, heirs, executors, and administrators of any of the above (“Released Parties”) from any and all Released Claims, as defined below:

“Rule 23(b)(2) Settlement Class Released Claims” are the claims of each member of the Rule 23(b)(2) Settlement Class and his or her respective spouses, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors, assigns, and all those acting or purporting to act on their behalf that (a) were or could have been alleged in this Litigation, the operative complaints in this Litigation, or any other complaints, pleadings, or other papers to be filed in this Litigation, relating in any way to the Covered Conduct and (b) are asserted on behalf of a purported class. Rule 23(b)(3) Settlement Class Released Claims do not include claims separate and unrelated to the Covered Conduct or claims brought under 15 U.S.C. § 1681i or for allegations of inaccuracy other than with regard to the Covered Conduct. Each member of the Rule 23(b)(2) Settlement Class will acknowledge full satisfaction of, and shall be conclusively deemed to have fully, finally, and forever settled, released, and discharged, subject to the limitation herein below. Notwithstanding the foregoing, the Rule 23(b)(2) Settlement Class Members do not release any claims asserted on a non-representative, individual basis.

“Rule 23(b)(3) Settlement Class Released Claims” are the claims of each member of the Rule 23(b)(3) Settlement Class and his or her respective spouses, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors, assigns, and all those acting or purporting to act on their behalf that were actually asserted or that could have been asserted based on the allegations in the operative complaint and/or the Covered Conduct in this Litigation. Rule 23(b)(3) Settlement Class Released Claims do not include claims separate and unrelated to the Covered Conduct or to claims brought under 15 U.S.C. § 1681i or for allegations of inaccuracy other than with regard to the Covered Conduct. The Rule 23(b)(3) Settlement Class Released Claims include claims for actual damages, statutory damages, punitive damages, attorneys’ fees, and any and all relief of any kind whatsoever, including claims asserted on a class, mass, or collective action basis and claims asserted on an individual, non-representative basis.

16. The Release shall not pertain to claims relating to conduct occurring or actions taken by any Released Party after the Effective Date.

17. The release in the Settlement Agreement may be raised as a complete defense and bar to any action or demand brought in contravention of the Settlement Agreement.

AWARD OF ATTORNEYS’ FEES AND COSTS AND SERVICE AWARDS

18. Class Counsel and the Named Plaintiff moved for attorneys’ fees, costs, and a service award in connection with their work and service on behalf of the Rule 23(b)(2) Settlement Class in

obtaining the existing Rule 23(b)(2) Settlement and Injunctive Relief, and such motion was granted by the Court. (ECF No. 112). Class Counsel and the Named Plaintiff have agreed now that the attorneys' fees, costs, and service award ordered then for the benefit produced to the previous Rule 23(b)(2) Settlement Class shall also satisfy any such obligation with regard to the current Rule 23(b)(2) Settlement. Notwithstanding the novation of the Parties' prior agreement, the Parties agreed that Experian would pay the Named Plaintiff a Service Award of \$7,500 and make a payment of \$2,242,500 to Class Counsel as attorneys' fees and costs for the Rule 23(b)(2) Class Settlement. Experian made these payments on or before December 1, 2022, as required by the Settlement Agreement.

19. Under Federal Rule of Civil Procedure 23(h), on January 9, 2023, Class Counsel applied to the Court for an award of attorneys' fees, costs, and a service award for the Named Plaintiff with regard to the Rule 23(b)(3) Settlement. (ECF Nos. 133, 134.) Pursuant to the Settlement Agreement, Class Counsel requested reasonable attorneys' fees and reimbursement of costs of \$7,408,500.00 (or 33 percent of the Settlement Fund) to be paid out of the Settlement Fund. The amount of the Service Award that Plaintiff requested is \$10,000.00, and it is to be paid from the Settlement Fund.

20. No Class Member or Government entity has objected to Class Counsel's request.

21. The Court, having reviewed the declarations, exhibits, and points and authorities submitted in support of Class Counsel's request for attorneys' fees and reimbursement of costs, approves an award of attorneys' fees and reimbursement of costs to Class Counsel in the amount of \$_____. The Court finds that this amount is reasonable and appropriate under all of the circumstances presented.

22. Courts routinely grant service awards to compensate named plaintiffs for the services they provided and the risks they incurred during the course of class action litigation. *See, e.g., Manuel*

v. Wells Fargo Bank, No. 3:14-cv-238 (DJN), 2016 WL 1070819, at *6 (E.D. Va. Mar. 15, 2016) (explaining that service awards are “intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general”).

23. The Court finds that the requested Service Award is reasonable and within the range of awards granted by courts in this and other circuits. *See, e.g., id.* (approving \$10,000 service award); *Ryals, Jr. v. HireRight Solutions, Inc.*, No. 3:09-cv-625 (JAG) (E.D. Va. Dec. 22, 2011) (awarding \$10,000 service awards to each class representative). Moreover, the Service Award is justified by the time and effort expended by Plaintiff on behalf of the Ruler 23(b)(3) Settlement Class Members and the risk she assumed in bringing this action. Accordingly, the Court finds that Plaintiff Lisa Hill-Green shall be awarded \$_____ for her efforts, to be paid from the Settlement Fund.

24. The Court further notes that the requested attorneys’ fees, the reimbursement of costs, and the Service Award were included in the notice materials disseminated to the Settlement Class.

25. The attorneys’ fees, reimbursement of costs, and Service Award shall be paid by the Settlement Administrator within twenty-one (21) days after the Effective Date, but only after receipt of payment instructions from Class Counsel and receipt of W9 forms completed by Class Counsel and the Named Plaintiff, and otherwise subject to the requirements in the Settlement Agreement.

OTHER PROVISIONS

26. The Court has jurisdiction to enter this Final Approval Order. Without in any way affecting the finality of this Final Approval Order, this Court expressly retains exclusive and continuing jurisdiction over the Settlement and the Settlement Agreement, including all matters relating to the administration, consummation, validity, enforcement, and interpretation of the Settlement Agreement or the Final Approval Order, including, without limitation, for the purpose of:

a. enforcing the terms and conditions of the Settlement Agreement and resolving any disputes, claims or causes of action that, in whole or in part, are related to or arise out of the Settlement Agreement or the Final Approval Order (including, whether a person or entity is or is not a Settlement Class Member);

b. entering such additional orders, if any, as may be necessary or appropriate to protect or effectuate the Final Approval Order or the Settlement Agreement, or to ensure the fair and orderly administration of the Settlement; and

c. entering any other necessary or appropriate orders to protect and effectuate this Court's retention of continuing jurisdiction over the Settlement Agreement or the Final Approval Order.

27. The Parties are hereby directed to carry out their obligations under the Settlement Agreement.

28. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement. Likewise, the Parties may, without further order of the Court or notice to the Settlement Class, agree to and adopt such amendments to the Settlement Agreement (including exhibits) as are consistent with this Final Approval Order and that do not limit the rights of Rule 23(b)(2) Settlement Class Members and/or Rule 23(b)(3) Settlement Class Members under the Settlement Agreement.

29. In the event that the Settlement becomes null and void, certification of the Rule 23(b)(2) Settlement Class and Rule 23(b)(3) Settlement Class shall be automatically vacated and this Final Approval Order, as well as all other orders entered and releases delivered in connection with the Settlement Agreement, shall be vacated and shall become null and void, shall be of no further force and effect, and the Parties' rights and defenses shall be restored, without prejudice, to their respective positions as if the Settlement Agreement had never been executed.

30. This Final Approval Order is final for purposes of appeal and may be appealed immediately.

31. This matter shall continue as to Plaintiff's individual claim.

It is SO ORDERED.

BY THE COURT:

HONORABLE M. HANNAH LAUCK
UNITED STATES DISTRICT JUDGE

Date:
Richmond, Virginia

Exhibit 1



FRAUD SHIELD SETTLEMENT
(USDC EASTERN DISTRICT OF VIRGINIA, CASE NO. 3:19-CV-708-MHL)

TIMELY AND VALID EXCLUSIONS

	<u>JND ID NUMBER</u>	<u>NAME</u>	<u>CITY/STATE</u>	<u>POSTMARK DATE</u>	<u>STATUS</u>	<u>SIGNATURE TYPE</u>
1.	D8FY3LVTPE	JESSICA IRENE JACKSON	Grand Prairie, TX	November 23, 2022	Dispute Class	Wet
2.	DQ8YPAFLRK	ALLSIN MURRAY	Vernon, CT	December 6, 2022	Non-dispute Class	Wet
3.	D27YGLDXBP	XINYI GU	Brooklyn, NY	December 20, 2022	Non-dispute Class	Wet
4.	DZDNCR3AF9	THOMAS M WILSON	Portland, OR	December 31, 2022	Dispute Class	Wet
5.	DGY5UHD3VB	MARIA ROJA	West Hartford, CT	January 20, 2023	Dispute Class	Wet