

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

LISA HILL-GREEN, <i>on behalf of herself</i> <i>and all similarly situated individuals,</i>	:	
	:	
Plaintiff,	:	
	:	
v.	:	Civil Action No. 3:19-cv-708 (MHL)
	:	
EXPERIAN INFORMATION	:	
SOLUTIONS, INC.,	:	
	:	
Defendant.	:	

JOINT RESPONSE TO CLASS MEMBER JOAQUIM FRANCISCO DOMINGOS LAUREANO'S OBJECTION

On January 30, 2023, Joaquim Francisco Domingos Laureano objected to the Settlement in this case.¹ Mr. Domingos Laureano's filing appears to contain six objections² to the Settlement:

- Experian mishandled Mr. Domingos Laureano's dispute regarding the final payment for his Mercedes Benz Financial Services Account and inserted an incorrect personal statement in his file as reflected on his December 11, 2019 credit report;
- Experian and other consumer-reporting agencies, including Equifax and Trans Union, have misreported Mr. Domingos Laureano's name by using incorrect name variations and failing to identify him with all four of his given and surnames, including after he disputed this information with them;
- Mr. Domingos Laureano's Equifax credit report also contains an incorrect personal statement and other unidentified inaccuracies that caused him to be denied for utility service with Comcast and FPL;

¹ Mr. Domingos Laureano's objection does not specify whether he is objecting to the Rule 23(b)(2) Settlement or the Rule 23(b)(3) Settlement. However, he attached a copy of his Rule 23(b)(3) class notice and complains that the settlement amount is not enough to compensate him for his actual damages, so presumably he is objecting to the Rule 23(b)(3) Settlement.

² Mr. Domingos Laureano complains of other issues that are not germane to this lawsuit or credit reporting in general. Class Counsel response focuses on those issues that in some way relate to this lawsuit or credit reporting.

- Mr. Domingos Laureano did not receive a response from the Settlement Administrator regarding his questions about the proposed attorney’s fee award;
- Mr. Domingos Laureano is not receiving enough money from the settlement to compensate him for his actual damages; and
- The settlement is not adequate because it does not impose any personal or legal consequences on Experian management.

As discussed below, none of these objections are provide a basis to deny settlement approval. In fact, three of the objections fall well outside the scope of this settlement. The remaining three objections do not warrant this Court denying relief to the other 568,658 Rule 23(b)(3) Class Members, who overwhelmingly support the settlement.^{3, 4}

ARGUMENT

I. Three of Mr. Domingos Laureano’s objections are outside the scope of the Settlement.

³ Only five Rule 23(b)(3) Class Members submitted valid exclusion requests. And 79,090 Rule 23(b)(3) Class Members submitted a claim for payment from the Settlement Fund—a 13.9 percent claims rate, which exceeds the typical claims rate that Class Counsel has seen in other consumer class settlements.

⁴ Defendant Experian Information Solutions, Inc. (“Experian”)’s joinder in this Response is limited to Sections I, III and IV below. Experian takes no position with respect to Plaintiff’s response and arguments regarding the appropriateness of the attorneys’ fees as set forth in Section II. Experian agrees that the objection raised by Mr. Domingos Laureano is unrelated to the Fraud Shield product, the misreporting of an address, or any other issue being resolved by this settlement and, as such, is not grounds to deny settlement approval. Indeed, an Experian agent contacted Mr. Domingos Laureano by phone on February 3, 2023, in an effort to resolve any specific issues that Mr. Domingos Laureano has with his Experian credit file. Mr. Domingos Laureano reiterated the same concerns that were raised in his January 30, 2023 objection letter, including Experian’s alleged misreporting of the spelling of his name and other personal information unrelated to his address. The Experian agent offered to assist Mr. Domingos Laureano in processing any disputes relating to the allegedly inaccurate information. However, Mr. Domingos Laureano refused to provide sufficient personal identifiable information (PII) to allow the agent to access his credit file and walk through his concerns. After several attempts by the Experian agent to obtain the PII necessary to access the file and several refusals, Mr. Domingos Laureano thanked the agent for the call and disconnected. At no time did Mr. Domingos Laureano indicate that his objections related to his address or the Fraud Shield product, nor did Mr. Domingos Laureano repeat any of his concerns about the potential settlement amount or attorneys’ fee award.

Three of Mr. Domingos Laureano's objections to the settlement—1) that Experian mishandled his Mercedes Benz dispute and personal statement; 2) that Experian, Equifax, and Trans Union have misreported his name; and 3) that his Equifax file contains inaccurate information and an inaccurate personal statement—are completely irrelevant to any of the claims in this Litigation.

First, the only defendant in this case is Experian, so Mr. Domingos Laureano's complaints against other credit-reporting agencies (and potential furnishers, like Mercedes Benz) could not be addressed by this litigation, even if the case were to proceed to trial on the merits.

Similarly, Mr. Domingos Laureano's complaints about Experian's processing of his Mercedes Benz dispute and reporting of an inaccurate personal statement are also outside the scope of this litigation. Again, even if this case were to be resolved on the merits, it would not resolve any of these grievances, and the Settlement and Release here allow Mr. Domingos Laureano to pursue those claims if he chooses to do so. As the Court is aware, the claims in this case are limited to Experian's Fraud Shield reporting of consumers' addresses as "high risk" or "non-residential"—and Mr. Domingos Laureano's objection does not mention any issues he has ever experienced because of Experian's Fraud Shield product, that he ever disputed any Fraud Shield reporting, or that he ever had any issues with the classification of addresses on his consumer file.

Because the first three of Mr. Domingos Laureano's objections are completely outside the scope of this litigation, they do not provide this Court with any basis to withhold approval of the settlement. The objections should be overruled.

II. Mr. Domingos Laureano's questions about the attorney's fees were answered by both JND and Class Counsel.

Mr. Domingos Laureano's next objection is that he contacted the settlement administrator with questions about the settlement payments and did not receive a response. This objection is

factually inaccurate—in fact, Mr. Domingos Laureano attached the response that he received from the settlement administrator to his objection.⁵ ECF No. 136-1 at 4. Additionally, Class Counsel’s Motion for Attorneys’ Fees, Costs and Service Awards and the accompanying memoranda in support and all exhibits has been on the website since January 9, 2023. *See* <https://www.fraudshieldsettlement.com/ds-documents> (last visited February 7, 2023).

Aside from this response, Mr. Domingos Laureano also spoke with Class Counsel by phone on January 25, 2023. During that call, Ms. Kelly answered all of Mr. Domingos Laureano’s questions about the settlement, including the potential settlement amounts and attorney’s fees. This phone call was followed by an email follow-up. (Attached as Exhibit 1). Although Mr. Domingos Laureano’s email correspondence complains that he is not receiving enough money to compensate him for his actual damages (discussed below), he does not raise any specific concerns about the attorney’s fee award. To the extent that Mr. Domingos Laureano’s objection is that Class Counsel’s fee request is too high, the Court should overrule the objection because it is not specific or supported by any detailed arguments. *Haney v. Genworth Life Ins. Co.*, No. 3:22-cv-55, 2022 WL 17586016, at *8 (E.D. Va. Dec. 12, 2022) (“The objectors to a class settlement generally bear the burden of proving the predicate for the challenges they make to the reasonableness of a class action settlement.”) (citing *United States v. Oregon*, 913 F.2d 576, 581 (9th Cir. 1990)). Here, Mr. Domingos Laureano only mentions the attorney fee award in passing. ECF No. 136 at 2 (“For the lawyers, it should be gratifying to receive about eight million dollars.”) He does not

⁵ Even if Mr. Domingos Laureano’s complaint is that he was not informed of the exact amount of the potential settlement check, that objection also fails. As Judge Payne recently explained, “it is not necessary that class members have an exact explanation of the settlement benefits that they will receive before they must decide whether to opt out. Indeed, many class settlements require class members to elect one remedy or another before opting out.” *Haney v. Genworth Life Ins. Co.*, No. 3:22-cv-55, 2022 WL 17586016, at *14 (E.D. Va. Dec. 12, 2022) (collecting cases).

complain that the lawyers have used an incorrect fee calculation, that they did not spend enough time to justify their fee, or that the fee is unearned.

Nor could he. As Class Counsel explained in their fee motion, they are seeking a 33-percent fee—a fee that is customarily approved in this District, including in other recent consumer class cases. *Gibbs v. Stinson*, No. 3:18-cv-676, ECF No. 346 ¶ 19 (E.D. Va. Aug. 16, 2022); *Gibbs v. Plain Green, LLC*, No. 3:17-cv-495, ECF No. 141 ¶ 24 (E.D. Va. Dec. 13, 2019); *Gibbs v. TCV V, L.P.*, No. 3:19-cv-789, ECF No. 95 at 11–13 (E.D. Va. Mar. 29, 2021); *Gibbs v. Rees*, No. 3:20-cv-717, ECF No. 68 at 9-11 (E.D. Va. Mar. 26, 2021); *Turner v. ZestFinance, Inc.*, No. 3:19-cv-293, ECF No. 116 at 16:1-5 (E.D. Va. Aug. 4, 2020); *Galloway v. Williams*, No. 3:19-cv-470, 2020 WL 7482191, at *11 (E.D. Va. Dec. 18, 2020) (holding that a 33-percent fee was reasonable, especially considering that it included costs). Indeed, “empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in the class actions average around one-third of the recovery.” 4 Newberg *on Class Actions* § 14:6 (4th ed.); *see also In re Rite Aid Corp. Sec. Litig.*, 146 F. Supp. 2d 706, 735 (E.D. Pa. 2001) (review of 289 class action settlements shows “average attorney’s fees percentage [of] 31.31%” with a median value that “turns out to be one-third.”). Class counsel has also demonstrated the reasonableness of this fee with a lodestar cross-check. They provided detailed information about their hourly rates and time spent litigating the case, and they also submitted a declaration from an expert regarding the reasonableness of their fee request. Mr. Domingos Laureano’s objection does nothing to contest any of this evidence.

Mr. Domingos Laureano’s objection that he did not receive a response to his inquiry is false. And to the extent that this objection challenges the fee request, it is non-specific and unsupported. The Court should overrule the objection.

III. Mr. Domingos Laureano could have opted out of the Settlement and pursued his actual damages.

Mr. Domingos Laureano also complains that the settlement does not adequately compensate him for his actual damages, including the money [he] has spent on paper, printer ink, and mailing fees, the thousands of hours he has spent writing letters, the desecration of his heritage, the violation of his dignity, intentional infliction of emotional distress, and the violation of his human rights. ECF No. 136 at 2. First, Mr. Domingos Laureano does not complain about the conduct at issue in this case or being released as part of the Settlement. And, the fact that Mr. Domingos Laureano may have suffered damages unrelated to the conduct at issue in this Settlement does not justify denying the Settlement's benefits to the more than 79,000 consumers who decided that they wanted a payment from the Settlement Fund.

If Mr. Domingos Laureano wanted to pursue these higher actual damages as part of the Settlement, he was free to opt out of the settlement and pursue individual litigation.⁶ *Haney*, 2022 WL 17586016, at *15; *Gunnells v. Healthplan Servs., Inc.*, 348 F.3d 417, 432 (4th Cir. 2003). Class Counsel advised Mr. Domingos Laureano of this right during the January 25 phone call and the follow-up email correspondence. Ex. 1. Despite this advice, Mr. Domingos Laureano chose to remain a class member and be bound by the settlement terms.

Of course, Mr. Domingos Laureano does not explain why the settlement is insufficient for the other class members, or why they should be denied the settlement's benefits simply because of his higher damages. But the fact remains that Mr. Domingos Laureano has not provided this

⁶ This is unlikely because Mr. Domingos Laureano has not complained about Fraud Shield or misclassification of his address on consumer reports. Indeed, he operates a driving business out of his home.

Court with a reasonable basis to ignore the overwhelming support that the other class members have shown for the settlement. The Court should overrule his objection.

IV. The FCRA does not support the personal or legal consequences that Mr. Domingos Laureano requests.

Mr. Domingos Laureano's final objection is that the settlement "fails to inflict any personal economic and legal consequences" on Experian's management. ECF No. 136 at 5. Like many of Mr. Domingos Laureano's other objections, his request to hold Experian's corporate management responsible for the legal violations in this case is outside the scope of this litigation and the remedies available for violations of the Fair Credit Reporting Act. Ms. Hill-Green's complaint does not contain any veil-piercing allegations, nor has she seen any evidence in discovery that would support such a theory. And under the Fair Credit Reporting Act, plaintiffs can only seek monetary damages for violations—most courts have ruled that injunctive relief (or the other undescribed "legal" consequences that Mr. Domingos Laureano feels should be imposed) are not available outside of the settlement context. *See, e.g., Bumgardner v. Lite Cellular, Inc.*, 996 F. Supp. 525, 526 (E.D. Va. 1998). So even if Ms. Hill-Green continued to litigate this case to trial, Mr. Domingos Laureano's requested relief would not be available. Mr. Domingos Laureano's objection should be overruled.

CONCLUSION

Although Mr. Domingos Laureano alleges to have suffered inaccurate credit reporting by Experian and at least one other non-party credit reporting agency at some point in the past, he has not provided any support that those alleged inaccuracies have anything to do with this Settlement. There is no reasonable basis for this Court to withhold approval of the class-action settlement in this case. He has not complained of any inaccuracies in his Experian credit report that fall within the scope of this case—i.e., any issues with Experian's Fraud Shield product—or explained how

this Settlement fails to meet the legal requirements of a class action settlement. While he also complains that he is not receiving enough money from the settlement to compensate him for his (unexplained) actual damages, he could have opted out of the lawsuit and sought these higher damages from Experian in an individual case. And although he complains that he did not receive a response to his inquiry about the attorney's fees in this case, that is simply not true. Mr. Domingos Laureano received a response from both the Settlement Administrator and spoke with Class Counsel. Given his failure to raise a substantive and supported objection to the Settlement, the Court should overrule the objection and approve the settlement.

Respectfully submitted,
LISA HILL-GREEN

By: /s/ Kristi C. Kelly
Kristi Cahoon Kelly, VSB #72791
Andrew J. Guzzo, VSB #82170
Casey S. Nash, VSB #84261
J. Patrick McNichol, VSB No. 92699
KELLY GUZZO PLC
3925 Chain Bridge Road, Suite 202
Fairfax, Virginia 22030
Telephone: (703) 424-7572
Facsimile: (703) 591-0167
Email: kkelly@kellyguzzo.com
Email: aguzzo@kellyguzzo.com
Email: casey@kellyguzzo.com
Email: pat@kellyguzzo.com

Leonard A. Bennett, VSB No. 37523
Craig C. Marchiando VSB No. 89736
**CONSUMER LITIGATION ASSOCIATES,
P.C.**
763 J. Clyde Morris Blvd., Suite 1-A
Newport News, VA 23601
Telephone: (757) 930-3660
Facsimile: (757) 930-3662
Email: lenbennett@clalegal.com
Email: craig@clalegal.com

E. Michelle Drake, Admitted *Pro Hac Vice*

Email: emdrake@bm.net
Joseph C. Hashmall, Admitted *Pro Hac Vice*
Email: jhashmall@bm.net
BERGER MONTAGUE PC
1229 Tyler St NE, Suite 205
Minneapolis, Minnesota 55413
Telephone: (612) 594-5999
Facsimile: (612) 584-4470

Counsel for Plaintiff

Exhibit 1

Casey Nash

From: Natalie Cahoon
Sent: Thursday, January 26, 2023 11:35 AM
To: Kristi Kelly
Subject: Fw: Confirmation of receipt of my objection letter

From: Joaquim Francisco Domingos Laureano <jfdlaureano@gmail.com>
Sent: Wednesday, January 25, 2023 4:30 PM
To: Natalie Cahoon <natalie@kellyguzzo.com>
Subject: Re: Confirmation of receipt of my objection letter

Kristi

After our conversation I had to wonder if it is appropriate to share the letter with you at this time. The reason being that it is not a draft, as I mentioned to you, to the best of my recollection, I mailed it to the court on 12/19/2022 before I went on a four weeks trip to Europe. However, when I came back last Friday I found another card in my mailbox which made me wonder if the court had received the letter. That is why I thought of asking if it would be possible to get confirmation.

Yes, I added the falsification of my name, of my identity, and forgeries committed by individuals managing Experian and Equifax in the letter, but I ensured to cover the complaint that I believe is the reason for my inclusion in this settlement. I am starting to think that it will be better if I resend the letter tomorrow. I guess the court will have to let me know if I wrong,

Unfortunately, while lawyers end up receiving enormous amounts of money from these types of settlements, the victims, that is, consumers like me, are enticed to think that a few hundreds of dollars represents a large amount of money. Do lawyers ever take a minute to consider the amount of mental and economic stress that consumers can endure if and when a loan application is denied due to the organizational culture of abuse that is the root cause of cases like this one? Do lawyers ever take a minute to think that consumers might die from heart attacks, suicide, and other health problems rooted in the mental stress caused by cases like this one? As I stated in my letter, the way I see it, settlements like this one represent adding abuse to injury.

When I decided to initiate the effort to tell government and non-government organizations that I could not appreciate their falsifications of my name, of my identity, and the insertion of forgeries in my credit files, I had to think if I could survive a few years without applying for a loan, or even having no credit card. I have survived a few years already, time will tell how long I can go on. But I have yet to think that I am done. A few hundred dollars is a very small amount compared to what I have already spent on paper, ink, mailing fees, electricity, and thousands of man hours.

Thank you for your time.

Joaquim Francisco Domingos Laureano

On Wed, Jan 25, 2023 at 12:29 PM Natalie Cahoon <natalie@kellyguzzo.com> wrote:
Joaquim, please [Click here](#) to upload files. Thank you!

From: Kristi Kelly <kkelly@kellyguzzo.com>
Sent: Wednesday, January 25, 2023 12:22 PM
To: jfdlaureano@gmail.com
Cc: Natalie Cahoon <natalie@kellyguzzo.com>
Subject: RE: Confirmation of receipt of my objection letter

Joaquim,

Thank you for calling me. I wanted to confirm with you that I am happy to review the letter you have drafted which deals with the falsification of your identity by Equifax, Experian, Trans Union and JP Morgan Chase. On our call, I indicated that it does not have anything to do with the claims, since your grievance stems from: 1) a denial of a Comcast account based on an Equifax report; and 2) a refinance of a Mercedes car loan. Natalie, copied here, will send over a secure sharefile link for you to upload the letter.

This lawsuit deals with Experian's association of address information with businesses. You have indicated that you do, in fact, have a driving business that you run out of your home, and that that is not the issue for which you are seeking any legal representation or damages.

As I stated on our call, I would encourage you to file a claim form to make sure that you receive any portion of the settlement if you do not wish to remove yourself from the settlement and opt-out.

Should you have any questions in the meantime, please feel free to reach back out to me.

Thank you,
Kristi

From: Kristi Kelly
Sent: Wednesday, January 25, 2023 11:42 AM
To: jfdlaureano@gmail.com
Subject: RE: Confirmation of receipt of my objection letter

Joaquim,

Thank you for the email. I am one of the lawyers that represent the proposed class in this matter. We have not received your letter. Please feel free to reach out to me at your convenience. I am happy to go over any questions or concerns you may have about the settlement. My direct line is: (703) 424-7572.

I will look forward to hearing from you.

Kristi C. Kelly
KELLY GUZZO, PLC
3925 Chain Bridge Road, Suite 202 | Fairfax, VA 22030
P: 703.424.7572 | F: 703.591.0167
kkelly@kellyguzzo.com
www.kellyguzzo.com

Please do not read, copy or disseminate this communication unless you are the intended addressee. This e-mail communication contains confidential and/or privileged information intended only for the addressee. If you have received this communication in error, please call me at 703-424-7570 or e-mail me immediately. Thank you.

From: Joaquim Francisco Domingos Laureano <jfdlaureano@gmail.com>
Sent: Tuesday, January 24, 2023 12:27 PM
To: #Experian Address Settlement Counsel <ExperianAddressSettlementCounsel@bm.net>
Subject: Confirmation of receipt of my objection letter

To whom it may concern,

I mailed a letter dated 12/19/2022 objecting to the proposed Settlement. How can I obtain confirmation that it has been received? I would like to have a confirmation because I can still mail another copy if necessary.

Please refer to the attached PDF regarding the card that I received.

Thank you.

Joaquim Francisco Domingos Laureano