

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

SHERRY BLACKBURN, NICHOLAS
BOYLE, LATOYA BITTING, and STACEY
KENNEY, *individually and on behalf of all
similarly situated individuals,*

Plaintiffs,

v.

NATIONAL CREDIT ADJUSTERS, LLC,

Defendant.

Civil Action No. 3:24-cv-15-MHL

**MEMORANDUM IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS
SETTLEMENT AND FOR SERVICE AWARDS AND ATTORNEYS' FEES**

Plaintiffs LaToya Biting, Sherry Blackburn, Nicholas Boyle, and Stacey Kenney (“Plaintiffs”), on behalf of themselves and the Settlement Class Members, by counsel, submit this Memorandum in Support of their Motion for Final Approval of Class Settlement. Along with final approval of the class settlement, Plaintiffs ask the Court to enter an order for reasonable service awards and attorneys’ fees.

INTRODUCTION

In January 2024, Plaintiffs filed this Class Action against Defendant National Credit Adjusters, LLC (“NCA” or “Defendant”) for alleged violations of the Fair Debt Collection Practices Act (“FDCPA”) relating to its attempts to collect purported debts that stemmed from void loans originated by SCIL, Inc. d/b/a Speedy Cash (“Speedy Cash”). In addition to a class claim asserted under 15 U.S.C. § 1692e, Plaintiffs brought individual claims under § 1681s-2(b) of the Fair Credit Reporting Act (“FCRA”). Plaintiffs’ individual FCRA claims related to NCA’s reporting of the disputed debts on their credit reports.

NCA moved to dismiss all of Plaintiffs' claims and then separately moved to compel arbitration, arguing that all claims belonged in arbitration. After more than a year of hard-fought litigation, two dispositive motions, and settlement negotiations before this Court, Plaintiffs and NCA entered into a Class Action Settlement Agreement ("Settlement Agreement"), which creates a Rule 23(b)(2) Settlement Class that will receive significant injunctive relief under the terms of the Settlement Agreement, while preserving any claims that the Settlement Class Members may have against NCA for monetary damages under the FDCPA. (Settlement Agreement ¶¶ 47, 64, ECF No. 33-1.)

The Settlement Agreement requires NCA to cancel all debts at issue by Plaintiffs' class claim and cease credit reporting of the same. The parties estimate that the amount of the cancelled debt is \$44,741,168 on behalf of 42,193 Settlement Class Members. (Declaration of Kristi Kelly ("Kelly Decl.") ¶ 31, attached as Ex. 1.) Importantly, the Settlement Class Members are not giving up their right to assert claims for actual or statutory damages on an individual basis.

The Court preliminarily approved the Settlement Agreement on May 27, 2025, and ordered notice to the Settlement Class. (ECF No. 36.) The Settlement Administrator has since issued notice to the Class and the relevant government authorities under the Class Action Fairness Act ("CAFA"). The Settlement Administrator has received no objections to the settlement to date.

For these reasons and the others explained below, the settlement satisfies Rule 23(e)(2)'s requirements that a class settlement be fair, reasonable, and adequate. Plaintiffs, therefore, respectfully request that the Court approve the settlement. Plaintiffs and Class Counsel further request that the Court approve service awards of \$10,000 to Plaintiffs and attorneys' fees and costs of \$80,000 to Class Counsel. NCA has agreed to pay those amounts separately from the relief provided by the settlement.

THE CLASS ACTION SETTLEMENT AND NOTICE PROGRAM

A. The Settlement Class

Under the Settlement Agreement, the parties agreed to resolve the claims of a statewide Rule 23(b)(2) class (the “Settlement Class”) defined as:

All individuals: (1) located in Virginia; (2) who took out a “line of credit” or loan with Speedy Cash; (3) who were contacted by NCA; (4) within one year of the filing of the Complaint or during the pendency of the action.

(Settlement Agreement ¶ 9.)

B. The Settlement Provides Significant and Meaningful Relief to Consumers.

NCA collected or attempted to collect purported debts that stemmed from loans originated by Speedy Cash. In this case, Plaintiffs alleged that the loans—dubbed “lines of credit” by Speedy Cash—were void *ab initio* and thus uncollectable as a matter of law. Since the filing of the Complaint (ECF No. 1), NCA has disagreed with Plaintiffs’ characterization of the loans as void. Separately, NCA has maintained that it cannot be held liable under the FDCPA for unknowingly collecting unlawful debts that it purchased from Speedy Cash. NCA also asked the Court to compel Plaintiffs’ claims to arbitration, an attempt that—if successful—would have extinguished Plaintiffs’ use of the class action device.

NCA, nonetheless, has agreed to: (i) cancel the debts at issue for all Virginians; and (ii) halt its reporting of the same as part of the Settlement Agreement. (Settlement Agreement ¶ 47.) The agreed-to relief will significantly diminish attempts to collect debts stemming from usurious loans made in the Commonwealth. Again, the amount of the cancelled debt exceeds \$44 million, and more than 42,000 Virginians will benefit from no longer having to face collection efforts. NCA will also request deletion of the tradelines from the Settlement Class Members’ credit

reports, which will alleviate the burden that usurious debts place on the Settlement Class Members' efforts to obtain credit.

C. The Settlement Administrator Provided Notice to Settlement Class Members.

Although class notice is not required for a class certified under Rule 23(b)(2), the Settlement Agreement adopted a Notice Plan that follows the notice plans used in other (b)(2) class cases in this District. In its Preliminary Approval Order, the Court approved the proposed notice plan and ordered that that notice be provided to Settlement Class Members by the Settlement Administrator, American Legal Claims Services ("ALCS"). (ECF No. 36 ¶ 6.) Consistent with the Court's Preliminary Approval Order, ALCS took the following steps to provide Notice to the Settlement Class:

First, on June 12, 2025, ALCS emailed the court-approved notice to 25,611 of the 42,193 identified class members and mailed the same to the remaining 16,582 class members. (Declaration of American Legal Claims Services ("ALCS Decl.") ¶ 5, attached as Ex. 2.) ALCS then mailed notices to 897 class members whose email notifications were returned as undeliverable. (*Id.* ¶ 6.)

Second, for mailed notices that were returned as undeliverable, ALCS remailed the notices to the address provided by USPS or, if no updated address was provided, ALCS conducted address searches using a nationally recognized location service and remailed notices to those with a locatable address. (*Id.*) In total, of the 3,033 returned mailed notices, 2,908 were remailed to updated addresses. (*Id.*) And of all the remailed notices sent, only 699 were deemed undeliverable. (*Id.*)

In total, ALCS estimates that it was able to reach 41,389 of the 42,193 class members through mailed and emailed notices, which represents over 98% of the Settlement Class. (*Id.* ¶ 7.) In addition to direct notice, ALCS also established a website with important information about the settlement. (*Id.* ¶ 8.)

D. There Have Been No Objections.

None of the Settlement Class Members have objected to the settlement.¹ (*Id.* ¶ 10.) NCA also worked with ALCS to timely serve the required CAFA notices to 57 federal and state officials, including the attorneys general of each of the 50 states, the District of Columbia, and the United States Territories. (*Id.* ¶ 3.) No attorney general’s office or government agency has filed an objection to the proposed settlement.

E. The Settlement Provides a Limited Release to Defendant.

In return for the injunctive relief described above, Plaintiffs and the Settlement Class Members agree to a limited waiver of the right to bring a class action against NCA for its attempt to collect the debts at issue. (Settlement Agreement ¶ 64.) Importantly, the Settlement Agreement specifically reserves the right to bring individual claims against NCA for damages under the FDCPA, so long as they are individual claims. (*Id.* ¶ 65) The Settlement Class Members will also still be allowed to use the FDCPA’s fee-shifting provision when bringing their individual claims, which will help them hire qualified counsel to represent them. (*Id.*)

ARGUMENT

A. The Notice Program Satisfied the Requirements of Rule 23(c)(2)(B).

Neither Rule 23 nor the case law requires individualized, mailed notice for a Rule 23(b)(2) settlement class, where class members do not have the opportunity to opt out of the settlement and are not required to take any affirmative action to receive the benefits of the settlement. Federal Rule of Civil Procedure 23(c)(2)(A) is explicit that even a litigated Rule 23(b)(2) class does not require any notice. Fed. R. Civ. P. 23(c)(2)(A) (“For any class certified under Rule 23(b)(1) or (2), the court *may* direct appropriate notice to the class.” (emphasis added)). Unlike class actions certified under Rule 23(b)(3), which require individual notice to class members and the

¹ Because the Settlement Class is a Rule 23(b)(2) class, there is no opportunity to opt-out.

opportunity to opt out of the settlement, class actions certified under Rule 23(b)(2) ordinarily do not require individual notice to class members because there is greater cohesion of interests in a (b)(2) class, as individual damages claims are not at stake. *See Ass'n for Disabled Ams., Inc. v. Amoco Oil Co.*, 211 F.R.D. 457,466 (S.D. Fla. 2002) (“Notice (and exclusion opportunity) is not required in Rule 23(b)(2) actions.”); 7B Charles Alan Wright et al., *Federal Practice and Procedure* § 1793 (3d ed. 2006) (stating that while Rule 23(b)(3) classes require mandatory notice, notice is not as important for Rule 23(b)(2) classes “because the class typically will be more cohesive”); Fed. R. Civ. P. 23 advisory committee’s note (2003 Amendments) (explaining that “[t]he authority to direct notice to class members in a (b)(1) or (b)(2) class should be exercised with care” because there is no right to request exclusion and because of the potentially “crippl[ing]” cost of providing notice).

Anticipating that notice was appropriate here, the parties developed a comprehensive notice program to notify the Rule 23(b)(2) Settlement Class of the proposed settlement that included both emailed and direct mail notices, which exceeds the general requirements for Rule 23(b)(2) settlements. *In re NASDAQ MarketMakers Antitrust Litig.*, 169 F.R.D. 493, 532 (S.D.N.Y. 1996) (“Notice under Rule 23(b)(2) is flexible, and may consist entirely of published notice in appropriate circumstances.”). Indeed, as the *Manual for Complex Litigation* recognizes, mail and email notice are ideal methods of informing class members of a class settlement where such members can be identified, while notice through an internet website is a supplemental means of providing notice. *See Manual for Complex Litigation* § 21.311; *see also Henggeler v. Brumbaugh & Quandahl P.C.*, 2013 WL 5881422, at *5 (D. Neb. Oct. 25, 2013) (“The court finds that the proposed notice is clearly designed to advise the class members of their rights. The Agreement provides for individual mailed notices to each of the class members. Individual notice

is the best notice practicable.”). As in other class cases, the plan here was designed to reach the maximum number of possible Settlement Class Members both through emailed and mailed notices. (ALCS Decl. ¶¶ 5–7.) Based on this plan, ALCS estimated that it reached 98.05% of the Settlement Class through mailed and emailed notices. (*Id.* ¶ 7.) Such a result more than satisfies the requirements of due process, especially for a Rule 23(b)(2) class.

In sum, the parties here have complied fully with the Court’s Preliminary Approval Order and have taken reasonable steps to ensure that the Class Members were notified—in the best and most targeted manner possible—of the settlement’s terms and significant benefits, as well as their right to object.

B. The Settlement Satisfies the Requirements of Rule 23(e)(2).

“Rule 23(e) of the Federal Rules of Civil Procedure obliges parties to seek approval from the district court before settling a class-action lawsuit.” *In re: Lumber Liquidators Chinese-Manufactured Flooring Prod. Mktg., Sales Pracs. & Prod. Liab. Litig.*, 952 F.3d 471, 483 (4th Cir. 2020) (citing Fed. R. Civ. P. 23(e)). When a court “reviews a proposed class-action settlement, it acts as a fiduciary for the class.” *1988 Tr. for Allen Child. Dated 8/8/88 v. Banner Life Ins. Co.*, 28 F.4th 513, 525 (4th Cir. 2022). “In fulfilling this role, the district court must conclude that a proposed settlement is ‘fair, reasonable, and adequate.’” *Id.* (quoting Fed. R. Civ. P. 23(e)(2)). “In determining whether a settlement is fair, reasonable, and adequate,” Rule 23(e)(2) requires the court to consider whether:

- (A) the class representatives and class counsel have adequately represented the class;
- (B) the proposal was negotiated at arm’s length;
- (C) the relief provided for the class is adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;

- (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
 - (iii) the terms of any proposed award of attorneys' fees, including timing of payments; and
 - (iv) any agreement required to be identified under Rule 23(e)(3);
- (D) the proposal treats class members equitably relative to each other.

Galloway v. Williams, 2020 WL 7482191, at *4 (E.D. Va. Dec. 18, 2020) (Payne, J.) (quoting Fed. R. Civ. P. 23(e)(2)). In making this assessment, district courts are provided with “considerable deference” because “the court ‘is exposed to the litigants, and their strategies, position[s], and proofs, and is on the firing line and can evaluate the action accordingly.’” *Lumber Liquidators*, 952 F.3d at 484 (quoting *Joel A. v. Giuliani*, 218 F.3d 132, 139 (2d Cir. 2000)).²

1. Plaintiffs and Class Counsel have adequately represented the Class.

Rule 23(e)(2)'s first factor examines whether “the class representatives and class counsel have adequately represented the class.” Fed. R. Civ. P. 23(e)(2)(A). This assessment is “redundant of the requirements of Rule 23(a)(4) and Rule 23(g), respectively.” *In re Flint Water Cases*, 571 F. Supp. 3d 746, 780 (E.D. Mich. 2021) (quoting Albert Conte & Herbert Newberg, *Newberg on Class Actions* § 13:48 (5th ed. June 2021 update)). Rule 23's adequacy requirements are met if: “(1) the named plaintiff[s] [have] interests common with, and not antagonistic to, the Class's interests; and (2) the plaintiff[s'] attorney is qualified, experienced and generally able to conduct the litigation.” *Gibbs v. Stinson*, 2021 WL 4812451, at *16 (E.D. Va. Oct. 14, 2021)

² On December 1, 2018, “Rule 23(e)(2) was amended to specify factors for assessing the ‘fairness, reasonableness, and adequacy’ of a class-action settlement.” *Lumber Liquidators*, 952 F.3d at 484, n.8. Prior to this, the Fourth Circuit developed and applied its “own multifactor standards” for fairness and adequacy. See, e.g., *In re Jiffy Lube Sec. Litig.*, 927 F.2d 155, 159 (4th Cir. 1991). Because the Fourth Circuit's prior considerations “almost completely overlap with the new Rule 23(e)(2) factors,” *Lumber Liquidators*, 952 F.3d at 484, n.8, decisions prior to the amendment to Rule 23(e)(2) continue to be relevant.

(Lauck, J.) (quoting *Milbourne v. JRK Residential Am., LLC*, 2014 WL 5529731, at *8 (E.D. Va. Oct. 31, 2014)).

This first factor is easily satisfied here. Plaintiffs' interests and those of the Settlement Class Members are fully aligned. Plaintiffs and the Settlement Class Members are all victims of the same debt collection practices relating to alleged illegal loans. *See, e.g., Stinson*, 2021 WL 4812451, at *16 (finding that the plaintiffs were adequate in a comparable case because they had "no interests antagonistic to the class's interest" and shared "identical interest of establishing Defendants' liability based on the same questions of law and fact"); *Williams v. Big Picture Loans, LLC*, 339 F.R.D. 46, 59 (E.D. Va. 2021) (finding that the plaintiffs were adequate in a comparable case because the "Plaintiffs' interests are in line with those of the broader classes"); *MacDonald v. Cashcall, Inc.*, 333 F.R.D. 331, 345 (D.N.J. 2019) ("There is nothing in the record to suggest that either proposed class representative has a claim or interest antagonistic to the remainder of the class: both MacDonald and Spearman took out loans from Western Sky allegedly at usurious interest rates."); *Brice v. Haynes Invs., LLC.*, 2021 WL 1916466, at *6 (N.D. Cal. Apr. 23, 2021) (same). Indeed, in its Preliminary Approval Order, the Court already found that "[t]he Named Plaintiffs will fairly and adequately protect the interests of the Settlement Class." (ECF No. 36 ¶ 3.d.) Nothing has changed since the Court's Preliminary Approval Order to warrant revisiting that conclusion.

As to Class Counsel, this Court and others have repeatedly found them to be qualified, experienced, and adequate under Rule 23 in consumer litigation cases. *See, e.g., Hill-Green v. Experian Info Sols.*, No. 3:19-cv-708 (E.D. Va. Mar. 1, 2023) (Lauck, J.) ("[O]ne of the things I find is the adequacy of counsel. I think I have said dozens of times that this is, adequacy just doesn't begin to cover it. That I do believe that . . . we have the premiere litigators with respect to

these credit reporting issues in the nation.”); *Galloway v. Williams*, 2020 WL 7482191, at *8 (E.D. Va. Dec. 18, 2020) (finding that class counsel, including the lawyers at Kelly Guzzo, PLC and Berger Montague, P.C. “have extensive backgrounds in complex and class action litigation and consumer protection litigation”); *Heath v. Trans Union, LLC*, No. 3:18-cv-720, ECF No. 60 at 9:7–9 (E.D. Va. Aug. 6, 2019) (“Class counsel is qualified and more than able to handle this. Their reputation in this district, and I am sure in others, are sterling.”); *Clark v. Trans Union, LLC*, 2017 WL 814252, at *13 (E.D. Va. Mar. 1, 2017) (“This Court echoes the sentiments previously stated about Clark’s counsel because they pertain here with equal vigor.”); *Campos-Carranza v. Credit Plus, Inc.*, No. 1:16-cv-120, ECF No. 80 at 5:3–7 (E.D. Va. Feb. 17, 2017) (“I think this is an extremely, as I say, extremely fair, reasonable, and adequate settlement. Again, the claims -- and I think being generous on the time limit for the claims was also appropriate. So I have no difficulty in signing this order.”); *Dreher v. Experian Info. Sols., Inc.*, 2014 WL 2800766, at *2 (E.D. Va. June 19, 2014) (“Dreher’s counsel is well-experienced in the arena of FCRA class action litigation.”); *Burke v. Seterus, Inc.*, No. 3:16-cv-785, ECF No. 41 at 9:19–22 (E.D. Va. 2017) (“Experience of counsel on both sides in this case is extraordinary. Ms. Kelly and Ms. Nash and their colleagues are here in this court all the time with these kinds of cases and do a good job on them.”); *see also* Kelly Decl. ¶¶ 8–10.

2. *Negotiations were arm’s length.*

The second factor examines whether the settlement “was negotiated at arm’s length.” Fed. R. Civ. P. 23(e)(2)(B); *see also Flint Water Cases*, 571 F. Supp. 3d at 780 (explaining that the second factor requires courts to “consider whether the negotiations were conducted at arm’s length with no evidence of collusion or fraud”). “Courts presume the absence of fraud or collusion unless there is evidence to the contrary.” *Id.* (quoting *UAW v. Gen. Motors, Corp.*, 2006 WL

891151, at *21 (E.D. Mich. Mar. 31, 2006)). Here, there is no evidence suggesting the presence of collusion or fraud between the parties.

To help confirm that the negotiations were arm's length, courts have looked at several factors, including the presence of a third-party mediator, the posture of the case at the time of settlement, and the relief afforded by the settlement. "Considering the posture of the case at the time of settlement allows the Court to determine whether the case has progressed far enough to dispel any wariness of 'possible collusion among the settling parties.'" *Brown v. Transurban USA, Inc.*, 318 F.R.D. 560, 571 (E.D. Va. 2016). Here, there should be no concerns that the case did not progress far enough because the parties fully briefed two dispositive motions and engaged in informal discovery relating to the factual and legal issues raised by those filings. (Kelly Decl. ¶¶ 19–22.) Here, the parties participated in an all-day settlement conference before the Honorable Summer Speight, United States Magistrate Judge. (*Id.* ¶ 19.) Judge Speight then supervised the parties' subsequent negotiations over the ensuing weeks. (*See id.*) And the relief provided under the settlement, which is not conditioned on the award of attorneys' fees to Class Counsel and addresses the very issues that led to this lawsuit in the first place, confirms that the settlement was not the result of collusion between the parties.

3. *The relief provided to the Settlement Class is adequate.*

Rule 23(e)(2)(C) requires the Court to consider whether the relief is adequate, considering:

- (i) the costs, risks, and delay of trial and appeal;
- (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
- (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
- (iv) any agreement required to be identified under Rule 23(e)(3).

Fed. R. Civ. P. 23(e)(2)(C). These subfactors overlap with the factors that the Fourth Circuit has held are required to evaluate a class settlement's fairness, reasonableness, and adequacy. *Lumber*

Liquidators, 952 F.3d at 484 n.8 (citing *In re Jiffy Lube Sec. Litig.*, 927 F.2d at 159). An analysis of each subfactor shows that this settlement is fair, reasonable, and adequate here.

First, the costs, risks, and delay of trial and appeal supports approval of the settlement. While Class Counsel believes in the strength of this case, they also acknowledge that there are substantial risks associated with continued litigation. Most notably, NCA maintained that Plaintiffs' claims, including the class claim, belonged in arbitration. The consequence of compelled arbitration, of course, is that the class action device would be forfeited. Were NCA to prevail on a motion to compel arbitration, Plaintiffs would have to proceed on behalf of themselves only. In addition, if NCA dug in on its legal defenses, this case would involve substantial briefing at the class certification and summary judgment stages, as well as a trial and appeals. The settlement avoids this significant cost, risk, and time by providing significant settlement benefits to the Class Members now.

Second, the effectiveness of the proposed method of distributing relief to the class, including the method of processing class-member claims, likewise supports approval. Here, Class Members will receive the settlement benefits of the injunctive relief automatically. This is important because “[t]he use of objective criteria to determine settlement distribution is a hallmark of fairness.” *Flint Water Cases*, 571 F. Supp. 3d at 781. Importantly, those who have experienced compensable harm will still be able to pursue their individual claims against NCA under the FDCPA and any other statutes. Because the injunctive relief applies across the board and requires no action by Class Members, while preserving Members' right to bring claims for individual damages, this factor weighs strongly in favor of approving the settlement.

Third, the request for attorneys' fees and the timing of the request do not suggest that “counsel sold out the class's claims at a low value in return for [a] high fee.” *Conte & Newberg*,

supra, § 13:54. As outlined above, the Settlement Agreement obtains equitable relief in the form of tradeline deletion and debt cancellation that would otherwise not be obtainable through FDCPA litigation alone. And although the settlement does not include cash payments, the Settlement Class Members may still seek full individual damages, including their attorney’s fees, for any harm caused by NCA’s alleged conduct. The settlement thus preserves the rights of the Settlement Class Members who were directly harmed by NCA while obtaining course-correcting changes to the practices that were the cause of that harm in the first place.

It is also important to note that the attorneys’ fee component of the settlement was discussed only after all other material settlement terms had been finalized. And the attorneys’ fees were also negotiated under the supervision of Judge Speight, who is more than qualified to notice if Class Counsel were compromising the Settlement Class Members’ claims for their own benefit. *Flint Water Cases*, 571 F. Supp. 3d at 782. As to the timing of the attorneys’ fees award request, “courts are to consider this to prevent situations in which the request for attorney fees is unknown and could upset the compensation to claimants at the time of final approval.” *Id.* There is no such concern here, as the injunctive relief is unaffected by the requested fee award.

Finally, under Rule 23(e)(3), Plaintiffs reached a separate confidential settlement for their damages claims as a result of NCA’s FDCPA and FCRA violations only after the parties had agreed to the material terms of the class settlement.

4. *The settlement treats Class Members equitably relative to each other.*

The final factor under Rule 23(e)(2) requires a court to consider whether “the proposal treats class members *equitably* relative to each other.” Fed. R. Civ. P. 23(e)(2)(D) (emphasis added). This factor considers whether class members have been treated in a fair and impartial manner, but “[t]here is no requirement that all class members in a settlement be treated *equally*.” *Swinton v. SquareTrade, Inc.*, 454 F. Supp. 3d 848, 876 (S.D. Iowa 2020) (emphasis in original)

(citation omitted). And when considering this factor, a court “must balance the claims of those with potentially substantial damages with those with potentially minimal or insignificant damages.” *Id.* (citation omitted).

The settlement here achieves this balance. As noted above, the Settlement Agreement provides for changes to NCA’s conduct that will significantly reduce the likelihood of similar collection activity in the future, while preserving the right of the Settlement Class Members to seek damages if they have been harmed by NCA’s practices. Thus, those with damages will still be able to pursue their claims, while using the FDCPA’s fee-shifting provision to obtain qualified counsel to represent them. At the same time, those without damages will still receive the direct benefits of the equitable relief, including freeing their credit reports of the derogatory reporting that could prevent them from obtaining credit.

Because all the Rule 23(e)(2) factors confirm that the settlement is fair, reasonable, and adequate, Plaintiffs and Class Counsel respectfully request that the Court approve the settlement.

C. The Service Awards Requested Are Reasonable.

Plaintiffs further request—and NCA does not oppose—awards of \$10,000 for their participation in this litigation and service to the Class. If approved, these awards will have no impact on the relief provided to Class Members. This amount is reasonable because Plaintiffs took an active role in this case, including participation at the settlement conference discussed above. (Kelly Decl. ¶¶ 32–35.)

In comparable cases, this and other Courts have awarded similar—and sometimes higher—amounts. *See Hengle v. Asner*, No. 3:19-cv-250, ECF No. 230 ¶¶ 21–22 (awarding \$10,000 per named plaintiff); *Gibbs v. Stinson*, No. 3:18-cv-676, ECF No. 346 ¶ 20 (E.D. Va. Aug. 16, 2022) (awarding \$20,000 service awards to each of the 13 class representatives). Approval of Plaintiffs’ request is warranted here because Plaintiffs participated in the litigation and were vital to achieving

this excellent result. (Kelly Decl. ¶¶ 32–35.) If Plaintiffs were unwilling to step up or if they gave up at any point, the relief to the class would not have been possible.

D. The Requested Attorneys’ Fees Are Reasonable.

Class Counsel seeks an award of \$80,000 for their attorneys’ fees and costs. This request is the result of a negotiated stipulation between the parties, and NCA has agreed to pay this amount separately from the relief provided by the settlement. When coupled with the overall value of the relief provided under the Settlement Agreement, which results in equitable relief that will impact the ability of Class Members to obtain credit in the future, the requested fees are more than reasonable. The reasonableness of Class Counsel’s request is further confirmed when considering the actual time and costs of litigating this case.

Indeed, although not required, courts have at times used a lodestar estimate as a cross-check in assessing class action fee requests. *See Manual for Complex Litigation (Fourth)* § 21.724. As courts in this District have recognized, “where used as a mere cross-check, the hours documented by counsel need not be exhaustively scrutinized by the district court.” *Galloway*, 2020 WL 7482191, at *11.

Here, the requested award includes both attorneys’ fees and costs. For fees, Kelly Guzzo, PLC estimates that its total lodestar is approximately \$100,627.50—and still accruing. (Kelly Decl. ¶ 23.)³ Class Counsel has also incurred \$551.05 in unreimbursed expenses. (Kelly Decl. ¶ 25.) These costs include a filing fee, process server fees, travel, and research charges. (*Id.*) As a result, the total estimated fees and costs that Class Counsel (including Consumer Litigation Associates, P.C.) has incurred to obtain this settlement well exceeds \$101,000. Class Counsel will also

³ Counsel’s hourly rates are reasonable. (Kelly Decl. ¶¶ 11–18; *see also* Declaration of Dale W. Pittman ¶¶ 33–34, attached as Exhibit 3.)

continue to accrue more time, as counsel is committed to complete all post-approval work, regardless of the actual time incurred.

The requested \$80,000 for fees and costs represents a 0.79 multiplier for Kelly Guzzo, PLC's fees and costs alone. In other words, Class Counsel has agreed to a fee award that is less than the value of the total time and expenses incurred on this case. This multiplier is well within the range approved in other settlements in both the Fourth Circuit and nationwide.⁴ Given the result achieved here, the requested fee is reasonable and appropriate.

CONCLUSION

For all these reasons, Plaintiffs respectfully request that the Court grant this Motion for Final Approval of the Class Action Settlement.

Respectfully submitted,

PLAINTIFFS

/s/ Kristi C. Kelly

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⁴ See, e.g., *Skochin v. Genworth Financial, Inc.*, No. 3:19-cv-49, 2020 WL 6708388 (E.D. Va. Nov. 13, 2020) (finding 9.05 multiplier not unreasonable in lodestar cross-check analysis); *Spartanburg Reg'l Health Services District, Inc. v. Hillenbrand Industries, Inc.*, No. 7:03-cv-2141, 2006 WL 8446464 (D.S.C. Aug. 15, 2016) (approving fee award which resulted in multiplier above 6); see also *Lloyd v. Navy Federal Credit Union*, No. 3:17-cv-01280 (S.D. Cal. 2019) (approving fee which resulted in multiplier of 10.96); *Stop & Shop Supermarket Co. v. SmithKline Beecham Corp.*, No. 03-cv-04578, 2005 WL 1213926 (E.D. Pa. May 19, 2005) (15.6 multiplier); *New Eng. Carpenters Health Benefits Fund v. First Databank*, No. 05-cv-11148, 2009 WL 2408560, at *2 (D. Mass. Aug. 3, 2009) (8.3 multiplier); *In re Doral Financial Corp. Securities Litigation*, No. 05-cv-4014 (S.D.N.Y. Jul. 17, 2007) (10.26 multiplier); *Beckman v. KeyBank, N.A.*, 293 F.R.D. 467, 481 (S.D.N.Y. 2013) ("Courts regularly award lodestar multipliers of up to eight times the lodestar, and in some cases, even higher multipliers.").

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

SHERRY BLACKBURN, NICHOLAS
BOYLE, LATOYA BITTING, and STACEY
KENNEY, *individually and on behalf of all
similarly situated individuals,*

Plaintiffs,

v.

NATIONAL CREDIT ADJUSTERS, LLC,

Defendant.

Civil Action No. 3:24-cv-15-MHL

DECLARATION OF KRISTI C. KELLY

I, Kristi C. Kelly declare:

1. My name is Kristi C. Kelly. I am over 21 years of age, of sound mind, capable of executing this declaration, and have personal knowledge of the facts stated herein, and they are all true and correct.

2. I am one of the attorneys working on behalf of the Plaintiffs in the above-styled litigation, and I am a founder and a partner of Kelly Guzzo, PLC, a law firm located at 3925 Chain Bridge Road, Suite 202, Fairfax, Virginia 22030. Prior to January 15, 2014, I was an attorney and equity partner at Surovell Isaacs Petersen & Levy, PLC, a nineteen-attorney law firm with offices in Fairfax, Virginia. My primary office was 4010 University Drive, Suite 200, Fairfax, Virginia 22030. I also worked for Legal Services of Northern Virginia, focusing exclusively on housing and consumer law for approximately three years prior to Surovell Isaacs Petersen & Levy, PLC.

3. Since 2006, I have been and presently am a member in good standing of the Bar of the highest court of the Commonwealth of Virginia, where I regularly practice law. Since 2007, I

have been and presently am a member in good standing of the Bar of the highest courts of the District of Columbia and since 2014 of Maryland. I am also admitted in the United States District Courts for the District of Columbia and Maryland.

4. My law firm is committed to representing the most vulnerable—and often overlooked—consumers. We work with various legal aid organizations to help identify areas of need, where our firm can “step up” and meet those needs through class action litigation or pro bono work. Many of these cases include seeking remedies for credit reporting errors or lending abuses. Kelly Guzzo was the co-recipient of the 2019 Frankie Muse Freeman Organizational Pro Bono Award by the Virginia State Bar Association.

5. I have taught numerous Continuing Legal Education programs for other attorneys in the areas of consumer law, including mortgage servicing abuses, dormant second mortgages, landlord tenant defense, dealing with debt collectors, credit reporting, defenses to foreclosure, discovery in federal court, resolving cases, and internet lending. I have taught these courses for various legal aid organizations, state and local bar associations, the National Consumer Law Center, the Consumer Federation of America, the National Council of Higher Education, and the National Association of Consumer Advocates at its various conferences. I was also a panelist for the Consumer Financial Protection Bureau and Federal Trade Commission on the issue of credit reporting. I have served as an adjunct professor at George Mason University’s Antonin Scalia Law School, where I co-taught a course on federal consumer litigation.

6. My peers have recognized me as a Super Lawyer and Rising Star consistently for the past fourteen years, and I was selected as a Top 50 Women’s Virginia Super Lawyer in 2023. Additionally, I was selected to be a member of the Virginia Lawyers Weekly “Leader in the Law,” class of 2014, and Influential Women in the Law, class of 2020. I serve on the Board of Directors for the Legal Aid Justice Center and Housing Opportunities Made Equal. I am on the Advisory

Committee of the Virginia Poverty Law Center. I am a former State Chair for Virginia of the National Association of Consumer Advocates and am currently a member of the Partners' Council for the National Consumer Law Center and Board of Directors of the National Association of Consumer Advocates.

7. I have also been appointed to the Merit Selection Panel for recommendation for the Magistrate Judge by the United States District Court Eastern District of Virginia, in both the Richmond and Alexandria Divisions.

8. I have significant experience representing consumers in litigation under the Federal Consumer Credit Protection Act, 15 U.S.C. § 1601 *et seq.*, and in particular the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, the Equal Credit Opportunity Act, 15 U.S.C. § 1691 *et seq.*, the Real Estate Settlement Procedures Act, 12 U.S.C. § 2605 *et seq.*, and the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.*

9. My firm has litigated hundreds of consumer protection lawsuits in courts across the country. Several courts have recognized Kelly Guzzo's skill in the consumer protection arena. *See, e.g.*, Final Approval Hr'g Tr., *Campos-Carranza v. Credit Plus, Inc.*, No. 16-cv-120, at 5:3–7 (E.D. Va. Feb. 17, 2017) (“I think this is an extremely, as I say, extremely fair, reasonable, and adequate settlement. Again, the claims – and I think being generous on the time limit for the claims was also appropriate. So I have no difficulty in signing this order.”); *Ceccone v. Equifax Info. Servs. LLC*, No. 13-1314, 2016 WL 5107202, at *6 (D.D.C. Aug. 29, 2016) (“Given these qualifications, and in light of Class Counsel's conduct in court and throughout these proceeding, this Court concludes that Class Counsel is qualified to prosecute the interests of this class vigorously.”); *Dreher v. Experian Info. Sols., Inc.*, No. 11-00624, 2014 WL 2800766, at *2 (E.D. Va. June 19, 2014) (“Dreher's counsel is well- experienced in the arena of FCRA class action litigation.”); Fairness Hr'g Tr., *Burke v. Seterus, Inc.*, No. 16-cv-785, at 9:19–22 (E.D. Va. 2017)

(“Experience of counsel on both sides in this case is extraordinary. Ms. Kelly and Ms. Nash and their colleagues are here in this court all the time with these kinds of cases and do a good job on them.”).

10. In each of the class cases where I have represented plaintiffs in a consumer protection case, including cases such as the instant case, the Court found me to be adequate class counsel. See *Tsvetovat, v. Segan, Mason, & Mason, PC*, No. 1:12-cv-510 (E.D. Va.); *Conley v. First Tennessee Bank*, No. 1:10-cv-1247 (E.D. Va.); *Dreher v. Experian Information Solutions, Inc.*, No. 3:11-cv-624 (E.D. Va.); *Shami v. Middle East Broadcast Network*, No. 1:13-cv-467 (E.D. Va.); *Goodrow v. Friedman & MacFadyen*, No. 3:11-cv-20 (E.D. Va.); *Kelly v. Nationstar*, Case No. 3:13-cv-311 (E.D. Va.); *Thomas v. Wittstadt*, No. 3:12-cv-450 (E.D. Va.); *Fariasantos v. Rosenberg & Associates, LLC*, No. 3:13-cv-543 (E.D. Va.); *Morgan v. McCabe Weisberg & Conway, LLC*, No. 3:14-cv-695 (E.D. Va.); *Burke v. Shapiro, Brown & Alt, LLP*, No. 3:14-cv-838 (E.D. Va.); *Bartlow, et al., v Medical Facilities of America, Inc.*, No. 3:16-cv-573 (E.D. Va.); *Blocker v. Marshalls of MA, Inc.*, No. 1:14-cv-1940 (D.D.C.); *Ceccone v. Equifax Info. Servs., LLC*, No. 1:13-cv-1314 (D.D.C.); *Jenkins v. Equifax Info. Servs., LLC*, No. 1:15-cv-443 (E.D. Va.); *Ridenour v. Multi-Color Corporation*, No. 2:15-cv-41 (E.D. Va.); *Hayes v. Delbert Services Corp.*, No. 3:14-cv-258 (E.D. Va.); *Campos-Carranza v. Credit Plus, Inc.*, No. 1:16-cv-120 (E.D. Va.); *Jenkins v. Realpage, Inc.*, No. 2:15-cv-1520 (E.D. Pa.); *Kelly v. First Advantage Background Services, Corp.*, No. 3:15-cv-5813 (D.N.J.); *Burke v. Seterus, Inc.*, No. 3:16-cv-785 (E.D. Va.); *Williams v. Corelogic Rental Property Solutions, LLC*, No. 8:16-cv-58 (D. Md.); *Clark v. Trans Union, LLC*, No. 3:15-cv-391 (E.D. Va.); *Clark v. Experian Information Solutions, Inc.*, No. 3:16-cv-32 (E.D. Va.); *Thomas v. Equifax Info. Servs., LLC*, No. 3:18-cv-684 (E.D. Va.); *Heath v. Trans Union, LLC*, No. 3:18-cv-720 (E.D. Va.); *Turner, v. ZestFinance, Inc.*, No. 3:19-cv-293 (E.D. Va.); *Galloway v. Williams*, No. 3:19-cv-470, 2020 WL 7482191, at *4 (E.D. Va. Dec. 18, 2020);

Gibbs v. TCV V, LP, No. 3:19-cv-789 (E.D. Va.); *Gibbs v. Rees*, No. 3:20-cv-717 (E.D. Va.); *Pang v. Credit Plus, Inc.*, No. 1:20-cv-122 (D. Md.); *Brown v. RP On-Site, LLC*, No. 1:20-cv-482 (E.D. Va.); *Brown v. Corelogic Rental Property Solutions, LLC*, No. 3:20-cv-363 (E.D. Va.); *Hengle v. Asner*, No. 3:19-cv-250 (E.D. Va.); *Gibbs v. Stinson*, No. 3:18-cv-676 (E.D. Va.); *Stewart v. Lexis Nexis Risk Data Retrieval Services, LLC*, No. 3:20-cv-903 (E.D. Va.); *Hill-Green v. Experian Information Solutions, Inc.*, No. 3:19-cv-708 (E.D. Va.); *Blackburn v. A.C. Israel Enterprises*, No. 3:22-cv-146 (E.D. Va.); *Meeks v. Equifax Info. Servs., LLC*, No. 3:21-cv-7727 (N.D. Ca.); *Perucci v. Hunter Warfield, Inc.*, No. 1:23-cv-872-WEF (E.D. Va.); *McAfee v. CIC Mortgage Credit, Inc.*, No. 3:22-cv-0772 (E.D. Va.); *Meehan v. Capital One, N.A.*, No. 1:22-cv-1073 (E.D. Va.); *McAfee v. MeridianLink, Inc.*, No. 3:23-cv-439 (E.D. Va.); *Steinberg v. CoreLogic Credco, LLC*, No. 3:22-cv-498 (S.D. Cal.); *Meeks v. Consumer Adjustment Co., Inc.*, No. 3:21-cv-3266 (N.D. Cal.); *Fitzgerald v. Wildcat*, No. 3:20-cv-44 (W.D. Va.); *Simon v. Specialized Loan Servicing, LLC*, Case No. 1:23-cv-1159 (E.D. Va.); .and *Begum v. Fair Collections & Outsourcing, Inc.*, No. 1:24-cv-893 (E.D. Va.).

11. Most of my law firm's work is contingent or brought under a fee-shifting statute so we generally will not charge our clients a fee. For more than five years, I have been regularly approved in this Court at a rate of \$550.00 per hour. *See, e.g., Brown v. RP On-Site, LLC*, No. 1:20-cv-482 (E.D. Va.); *Gibbs v. Plain Green, LLC*, No. 3:17-cv-495 (E.D. Va. Dec. 13, 2019); *Turner v. ZestFinance, Inc.*, No. 3:19-cv-293 (E.D. Va. June 30, 2020); *Galloway v. Williams*, No. 3:19-cv-470, 2020 WL 7482191, at *11-12 (E.D. Va. Dec. 18, 2020); *Gibbs v. TCV V, LP*, No. 3:19-cv-789 (E.D. Va.); *Gibbs v. Rees*, No. 3:20-cv-717 (E.D. Va.). These rates have even been approved as reasonable in individual cases. *Garmer v. Easy Motors*, No. 1:20-cv-540 (E.D. Va. Nov. 23, 2020) (ECF 27 at 50); *Tsuchida v. Blackacre 1031 Exch. Services, LLC*, No. 2019-15803 (Fairfax County Circuit Court); *Rivera v. Blackacre 1031 Exch. Services, LLC*, No. 2019-15802

(Fairfax County Circuit Court); and most recently in *Vela Diaz v. Equifax Info. Servs., LLC*, No. 1:23-cv-308 (E.D. Va. Aug. 29, 2023) (ECF No. 28 at 3) (“These hourly rates fall within the lower range of the Vienna Metro matrix and have been approved in numerous cases in this district.”). We have recently increased our rates to bring them more in line with prevailing market rates. Our rates, however, are still on the lower end for class action work in this area. My current hourly rate is \$675.

12. Other attorneys from my firm that have worked on this case include Andrew Guzzo, Casey Nash, and J. Patrick McNichol. We were also assisted by paralegals Natalie Cahoon and Ayman Habib.

13. Andrew Guzzo was an associate at Surovell Isaacs Petersen & Levy, PLC and currently is a partner at Kelly Guzzo, PLC.. His current hourly rate is \$650. He graduated from law school at Washington & Lee University in 2011. The entire time he has been practicing law, he has practiced exclusively in the field of consumer protection litigation. He has litigated more than 400 hundred cases in federal court, including dozens of class actions. He is licensed to practice law in Virginia and Hawaii. He is the State Chair for Hawaii for the National Association of Consumer Advocates. He has also taught and trained lawyers, including class action and internet lending training sessions, as well as trainings for the annual Virginia Legal Aid Conference and the Consumer Federation of America. He has been named a Super Lawyer Rising Star for the past several years. He received the National Consumer Law Center’s Rising Star Award in 2019.

14. Casey Nash was an associate at Consumer Litigation Associates, PC and is currently an associate at Kelly Guzzo, PLC. Her hourly rate is \$625.00. She graduated from law school at the Catholic University of America in 2012. The entire time she has been practicing law, she has practiced exclusively in the field of consumer protection litigation. She has significant federal litigation experience, including litigation of over 450 federal cases and dozens of complex

class actions. She is licensed to practice law in Virginia and Washington, D.C. She has been named a Super Lawyers' Rising Star in Virginia and Washington, D.C. for the past several years. She has contributed to the NCLC Consumer Class Action treatise, and has also taught and trained lawyers, including providing training about the FCRA and other consumer protection statutes to legal aid organizations, the National Consumer Law Center, the American Bar Association, and the National Association of Consumer Advocates. She has been approved as class counsel in numerous class actions, including some of the cases listed above, as well as several others that she litigated during her time at Consumer Litigation Associates. *See, e.g., Soutter v. Equifax Information Services, LLC*, No. 3:10-cv-107 (E.D. Va.); *James v. Experian Information Solutions, Inc.*, No. 3:12-cv-908 (E.D. Va.); *Manuel v. Wells Fargo Nat'l Bank, N.A.*, No. 3:14-cv-00238 (E.D. Va.); *Milbourne v. JRK Residential Am., LLC*, No. 3:12-cv-00861 (E.D. Va.); *Thomas v. FTS USA, LLC*, No. 3:13-cv-825- REP (E.D. Va.).

15. J. Patrick McNichol is a lawyer at Kelly Guzzo, PLC. Prior to August 2021, he was an associate at McGuireWoods LLP in Richmond, Virginia, where he handled hundreds of credit card, banking, and auto finance matters for large financial institutions. Before that, he completed two federal clerkships: first, for the Honorable Joseph R. Goodwin of the United States District Court for the Southern District of West Virginia; and then, for the Honorable M. Hannah Lauck of the United States District Court for the Eastern District of Virginia. He has been named one of *The Best Lawyers in America: Ones to Watch* for Banking and Finance Law five times (2021 through present), and he twice co-authored the Virginia chapter in the ABA's *The Law of Class Action: Fifty-State Survey* (2020 and 2021). Over the past four years, he has spoken on various consumer law issues at statewide and national conferences for the National Consumer Law Center, the National Association of Consumer Advocates, and the Virginia Poverty Law Center. He also drafted and edited a section of the *Consumer Banking and Payments Law* treatise published

by the National Consumer Law Center, and he co-authored an amicus brief to the United States Court of Appeals for the Second Circuit on behalf of the National Consumer Law Center. His hourly rate is \$625.00.

16. Natalie Cahoon is a paralegal at Kelly Guzzo, PLC, with over seven years of experience in the legal field. She graduated from the University of Maine. Her hourly rate is \$250.00.

17. Ayman Habib is a paralegal at Kelly Guzzo, PLC. She is a graduate of George Mason University. Her hourly rate is \$250.00.

18. My law firm takes on significant risks in contingent fee cases like this one: the risk of time spent researching and evaluating claims; the risk of not prevailing on a case; and time lost for unsuccessful cases. Class actions are even riskier because they require more front-end work in addition to the risk of nonpayment. However, my law firm is committed to identifying problems in the marketplace and seeking redress for a class of consumers (where appropriate). We do this because it is important to prevent future misconduct, to seek relief for those harmed by the conduct who are usually unaware of their rights or unable to afford counsel, and to deter other actors from the same behavior.

19. We are seeking a fee award of \$80,000 in this case, which includes our costs and was negotiated by the parties separately from the Settlement Agreement and with the assistance and continued oversight of United States District Court Magistrate Judge Speight.

20. The negotiated fee award in this case is less than the actual hours worked and expenses incurred by Class Counsel.

21. Generally, if a task does not take more than 0.1 hours (or six minutes), attorneys and paralegals at Kelly Guzzo, PLC will not bill for that task. This includes reviewing routine court filings, fielding brief telephone calls, responding to short emails, etc.

22. We completed significant work in this case, including: (1) spending significant time and resources investigating the claims, reviewing Plaintiffs' documents, and preparing the complaint; (2) conducting discovery; (3) motions practice, including a motion to dismiss and a motion to compel arbitration; and (4) significant formal and informal settlement discussions, including an in-person settlement conference.

23. The total amount of Kelly Guzzo's attorneys' fees in this case is \$100,627.50, which includes no estimated time for the work that we will complete between now and the final approval hearing, or after final approval if the settlement is approved. This includes all of the fees that my law firm has incurred prosecuting this case. A chart of the fees incurred by counsel is attached to this declaration as Exhibit A.

24. In addition to the time and resources already invested in this case, I have no doubt that Class Counsel will spend a significant amount of additional time between now and the Final Approval Hearing and even after final approval to help administer the settlement.

25. My law firm also advanced \$551.05 in costs. These costs include filing fees, process server fees, research, and travel expenses.

26. I am familiar with the fees charged by other attorneys and approved by this Court for class action litigation. I believe the rates of my law firm are consistent, if not low, compared with the prevailing market rates in Virginia for national class action work.

27. Lastly, but most importantly, Plaintiffs were committed to litigating this case as a class action and securing meaningful results for all consumers who have been impacted by the conduct alleged in this case.

28. Plaintiffs were willing to identify themselves in public litigation as someone who needed to take out a high-risk loan due to financial difficulties—a very private and embarrassing situation.

29. Plaintiffs remained engaged in the litigation, regularly communicating with my office to stay updated on the case's status. They provided documents to support their claims, reviewed the copies of pleadings that we sent to them, and asked for case updates. They also attended an all-day settlement conference with Magistrate Judge Speight and reviewed and approved the settlement agreement.

30. I therefore believe a service award of \$10,000 each is appropriate and reasonable considering the risks involved and their investment in the litigation.

31. I enthusiastically endorse this settlement for the benefits it provides to the settlement class members. At the outset of the case, it was our objective to remove the debts from the credit reports and stop collection activity on these loans that we asserted were unlawful in Virginia. Because of our Plaintiffs' willingness to stand up for others, we are able to cancel \$44,741,168 of debt for 42,193 Virginians, while preserving the class members' rights to assert any individual claims against the Defendant.

I declare under penalty of perjury of the laws of the United States that the foregoing is correct.

Signed this 16th day of September, 2025.

/s/ Kristi C. Kelly
Kristi C. Kelly

EXHIBIT A

*Blackburn v. National Credit Adjusters, LLC***TIME REPORT**

COUNSEL:
Kelly Guzzo, PLC

(A) Attorney
(P) Paralegal

	Kristi Kelly (A)	Andrew Guzzo (A)	Pat McNichol (A)	Casey Nash (A)	Natalie Cahoon (P)	Ayman Habib (P)	TOTAL
Task							
Case Development, Background Investigation, and Case Administration	1.80	0.00	2.80	0	0.00	0.10	
Pleadings	1.80	0.00	14.70	6.00	0.00	0.00	
Discovery	0.60	0.00	6.60	0.00	0.00	0.00	
Motions Practice, including Motion to Dismiss and Motion to Compel Arbitration	3.10	7.40	45.80	0.00	0.00	0.00	
Attending Court Hearings	0.00	0.00	1.30	0.00	0.00	0.00	
Settlement, including Settlement Conferences, Drafting Settlement Papers and Approval Motions	19.30	0.00	47.10	0.00	0.60	0.00	
Total Hours	26.60	7.40	118.30	6.00	0.60	0.10	159.00
Hourly Rate	675.00	650.00	625.00	625.00	250.00	250.00	
Individual Total Lodestar	\$17,955.00	\$4,810.00	\$73,937.50	\$3,750.00	\$150.00	\$25.00	\$100,627.50
Total Lodestar	\$100,627.50						

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

SHERRY BLACKBURN, NICHOLAS
BOYLE, LATOYA BITTING, and STACEY
KENNEY, *individually and on behalf of all
similarly situated individuals*,
Plaintiffs,

Case No. 3:24-cv-15-MHL

-vs.-

NATIONAL CREDIT ADJUSTERS, LLC,
Defendant.

**DECLARATION OF AMERICAN LEGAL CLAIM SERVICES, LLC
REGARDING DUE DILIGENCE IN NOTICING**

I, Snehal Indra, declare as follows:

1. I am a competent adult, over the age of eighteen, and this declaration is based on my personal knowledge.
2. I am a Case Manager for American Legal Claim Services, LLC (“ALCS”). ALCS was selected to serve as the Settlement Administrator and to otherwise comply with the provisions set forth in the Class Action Settlement Agreement and the Order Preliminarily Approving Settlement and Directing Notice to Class. I was responsible for overseeing the dissemination of Notice of Settlement (“Notice”) to class members and all other matters required as Settlement Administrator.
3. **Class Action Fairness Act (“CAFA”) Notice:** On June 6, 2025, ALCS mailed, via certified mail, a CAFA Notice (attached hereto as Exhibit A) pursuant to 28 U.S.C. § 1715 to the Attorneys General of the 50 states and the territory of Puerto Rico, the Attorney General of the United States, the District of Columbia’s Corporate Counsel, the Attorney General for Guam, the Attorney General for American Samoa, the Attorney General for the United States Virgin Islands, and the Attorney General for the Northern Mariana Islands (“CAFA Service Parties”). The CAFA Notice package contained a cover letter on behalf of the Defendant National Credit Adjusters, LLC as well as a CD-ROM that included the following six exhibits: 1) Class Action Complaint, 2) Class Action Settlement Agreement, 3) Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement, 4) Memorandum in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement, 5) List of Estimated Number of Class Members in Each State, and 6) Order Preliminarily Approving Settlement and Directing Notice to Class.

4. **Class List Receipt and Processing:** On May 12, 2025, ALCS received the mailing list (“Class List”) from counsel containing 42,213 records with the names and street addresses. ALCS reviewed and processed the data. A total of 20 duplicates were identified and merged based on a combination of name and address. The final Class List contained 42,193 class members after the duplicates were removed. Throughout the noticing process, ALCS utilized several means of ensuring the most accurate mailing addresses for class members. These methods included National Change of Address through USPS, skip-tracing, and manual updates from class members.
5. **Initial Class Notice:** On June 12, 2025, ALCS mailed the Notice, substantially in the form approved by the Court (attached hereto as Exhibit B), to 16,582 class members via USPS First Class Mail and 25,611 class members via email.
6. **Returned Mail Handling:** ALCS remailed 897 notices via USPS to class members whose email addressed bounced in the initial mailing via email. Additionally, ALCS processed all Notices returned by USPS. A minority of the mail included an updated address provided by the USPS (“FOE”). For these, the class member addresses were updated, and the Notices were re-mailed to the updated address provided. The remainder of the mail returned by the USPS did not contain an updated address (“UAA”). For these, ALCS conducted address searches using a nationally recognized location service to attempt to locate new addresses for these class members. Of the 16,582 Notices mailed, 3,033 were returned by USPS as of the date of this declaration. ALCS has remailed 2,908 Notices to updated addresses. Including the bounced emails remailed, ALCS remailed total of 3,805 Notices. Of the 3,805 remailed Notices, 699 were returned by USPS as of the date of this declaration.
7. **Noticing Campaign Summary:** The following is a summary of the noticing, as of the date of this Declaration:
 - Notice initially mailed via USPS: 16,582
 - Notice initially mailed electronically: 25,611
 - Bounced emails remailed as USPS Notice: 897
 - Notice returned by USPS: 3,033
 - Notice remailed via USPS: 2,908
 - Rемаiled Notice returned as UAA: 699
 - Total number of mailed Notice deemed undeliverable: 824
 - Percentage of Notice deemed delivered: 98.05%
8. **Website:** ALCS created a case website www.ncaclassaction.com that provided further information as stated in the Notice. The website contained sections for Important Court Documents, Key Dates and FAQs. Class members had an opportunity to update their address on the website as well. The website also included the Notice in Spanish.
9. **Toll-Free Telephone.** ALCS established a toll-free telephone line (800-372-5704) for Class members to contact with questions about the settlement or update their address.

10. **Objections:** The Notice informed class members who wish to object to the settlement to file their written objection with the Court by September 16, 2025. I am not aware of any objections being filed with the Court as of the date of this declaration.

I declare under penalty of perjury pursuant to the laws of the State of Florida that the foregoing is true and correct to the best of my knowledge. Executed on September 16, 2025, in Jacksonville, Florida.



Snehal Indra

Exhibit A

June 6, 2025

VIA CERTIFIED MAIL

The United States Attorney General and
All State Attorneys General Identified on
the Attached Service List

Re: Notice Pursuant to the Class Action Fairness Act of 2005 in connection with *Blackburn et al v National Credit Adjusters, LLC*. United States District Court, Eastern District of Virginia, Richmond Division, Case No: 3:24-cv-15-MHL.

Dear Sir or Madam:

On behalf of National Credit Adjusters, LLC. (“Defendant”), and in accordance with the requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b), this letter provides notice of a proposed settlement of a putative class action captioned *Blackburn et al v. National Credit Adjusters, LLC* in the United States District Court, Eastern District of Virginia, Richmond Division, Case No.: 3:24-cv-15-MHL.

Section 1715 requires defendants participating in a proposed class action settlement to serve upon appropriate federal and state officials a notice containing information responsive to eight items enumerated in the statute. Defendant’s responses to each of these items are below. Also enclosed is a CD containing documents relating to the settlement, as required by Section 1715. If you have any difficulty accessing any of the documents on the enclosed CD, please contact the undersigned.

Item 1: *A copy of the complaint, any materials filed with the complaint, and any amended complaints. 28 U.S.C. § 1715(b)(1).*

On January 9, 2024, Plaintiff, Sherry Blackburn, Nicholas Boyle, LaToya Bitting, and Stacey Kenney, individually, and on behalf of others similarly situated, filed a Class Action Complaint against the Defendant National Credit Adjusters, LLC in the United States District Court, Eastern District of Virginia, Richmond Division. In the complaint, the Plaintiff alleged the Defendant violated the Fair Debt Collection Practices Act, 15 U.S.C. § 1692e, by making false and misleading representations regarding the amounts and legal statuses of Plaintiffs’ debts. To be sure—using deceptive practices and false statements—NCA collected debts that were void *ab initio* under Virginia law. A copy of this complaint is included on the enclosed CD as **Exhibit 1**.

Item 2: *Notice of any scheduled judicial hearing in the class action. 28 U.S.C. § 1715(b)(2).*

A fairness hearing has been scheduled for October 16, 2025 at 2:00 PM in Richmond Courtroom 6100 at the United States District Court for the Eastern District of Virginia: 701 East Broad St, Richmond, VA 23219.

June 6, 2025

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***Items 3 and 4:** Any proposed or final notification to the class members of the members' right to request exclusion from the class action; or if no right to request exclusion exists, a statement that no such right exists; and a proposed settlement of a class action and any proposed or final class action settlement. 28 U.S.C. § 1715(b)(3)(A)(i)(ii) and 28 U.S.C. § 1715(b)(4).*

The parties have executed a Class Action Settlement Agreement with respect to the proposed Settlement Classes (as defined in the Settlement Agreement). A copy of the Settlement Agreement and its exhibits are included on the enclosed CD as **Exhibit 2**. On May 13, 2025, the Plaintiff filed its Motion for Preliminary Approval of Class Action Settlement. A copy of this Motion is included on the enclosed CD as **Exhibit 3**. On May 15, 2025, the Plaintiff filed a Memorandum in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. A copy of this Memorandum is included on the enclosed CD as **Exhibit 4**. The Motion requests that the Court preliminarily certify the proposed class and the proposed Rule 23(b)(2) settlement.

***Item 5:** Any settlement or other agreement contemporaneously made between class counsel and counsel for the Defendant. 28 U.S.C. § 1715(b)(5).*

There are no agreements, contemporaneously made between class counsel and counsel for Defendants related to this matter, other than the Settlement Agreement, included as **Exhibit 2**.

***Item 6:** Any final judgment or notice of dismissal. 28 U.S.C. § 1715(b)(6).*

No final judgment or notice of dismissal has been entered.

***Item 7:** Either (i) the names of class members who reside in each State and estimated proportionate share of such members to the entire settlement; or, (ii) if not feasible, a reasonable estimate of the number of class members residing in each State and estimated proportionate share of such members to the entire settlement. 28 U.S.C. § 1715(a)(7)(A)-(B).*

An estimate of the number and proportionate share of class members who reside in each state is included on the enclosed CD as **Exhibit 5**.

***Item 8:** Any written judicial opinions relating to subparagraphs (3) through (6) under § 1715. 28 U.S.C. § 1715(b)(8).*

On May 27, 2025, the Court has entered an Order Preliminarily Approving Settlement and Directing Notice to Class. A copy of this Order is included on the enclosed CD as **Exhibit 6**. No other orders or opinions, relating to the Motion or any of the matters referenced above, have been entered.

June 6, 2025

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The table below provides an index of the materials that we have included on the enclosed CD.

	Description
1.	Class Action Complaint
2.	Class Action Settlement Agreement
3.	Plaintiffs' Motion for Preliminary Approval of Class Action Settlement
4.	Memorandum in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement
5.	List of Estimated Number of Class Members in Each State
6.	Order Preliminarily Approving Settlement and Directing Notice to Class

Sincerely,

Snehal Indra

Snehal Indra
Case Manager
American Legal Claim Services, LLC

Providing Notification as Settlement Administrator on
Behalf of Defendant
National Credit Adjusters, LLC.
Enclosures (CD)

State	Name	Building	Street	City	State	Zip
U.S. Attorney General	Pamela J. Bondi	U.S. Department of Justice	950 Pennsylvania Avenue NW	Washington	D.C.	20530
Alabama Attorney General	Steve Marshall		501 Washington Ave. P.O. Box 300152	Montgomery	AL	36130
Alaska Attorney General	Treg Taylor		1031 W. 4th Avenue, Suite 200	Anchorage	AK	99501
American Samoa Attorney General	Gwen Tauiliili- Langkilde	Executive Office Building, Utulei	Territory of American Samoa	Pago Pago	AS	96799
Arizona Attorney General	Kris Mayes		2005 N Central Ave	Phoenix	AZ	85004
Arkansas Attorney General	Tim Griffin		323 Center St. Suite 200	Little Rock	AR	72201
California Attorney General	Rob Bonta		1300 I St., Ste. 1740	Sacramento	CA	95814
Colorado Attorney General	Phil Weiser	Ralph L. Carr Colorado Judicial Center	1300 Broadway, 10th Floor	Denver	CO	80203
Connecticut Attorney General	William Tong		165 Capitol Avenue	Hartford	CT	0.6106
Delaware Attorney General	Kathy Jennings	Carvel State Office Building	820 N. French St.	Wilmington	DE	19801
District of Columbia Attorney General	Brian Schwalb		400 6th Street NW	Washington	DC	20001
Florida Attorney General	James Uthmeier	Office of the Attorney General	The Capitol, PL-01	Tallahassee	FL	32399
Georgia Attorney General	Chris Carr		40 Capitol Square, SW	Atlanta	GA	30334
Guam Attorney General	Douglas Moylan	Bank of Hawaii Building	134 W. Soledad Ave, 4 th Floor, Suite 412	Hagatna	GU	96910
Hawaii Attorney General	Anne E. Lopez		425 Queen St.	Honolulu	HI	96813
Idaho Attorney General	Raúl Labrador		700 W. Jefferson Street, Suite 210, P.O. Box 83720	Boise	ID	83720
Illinois Attorney General	Kwame Raoul	James R. Thompson Ctr.	100 W. Randolph St.	Chicago	IL	60601
Indiana Attorney General	Todd Rokita	Indiana Government Center South	302 West Washington St., 5th Fl.	Indianapolis	IN	46204
Iowa Attorney General	Brenna Bird	Hoover State Office Building	1305 E. Walnut Street	Des Moines	IA	50319
Kansas Attorney General	Kris Kobach		120 S.W. 10th Ave., 2nd Fl.	Topeka	KS	66612
Kentucky Attorney General	Russell Coleman	Capitol Building	700 Capital Avenue, Suite 118	Frankfort	KY	40601
Louisiana Attorney General	Liz Murrill		1885 North Third St	Baton Rouge	LA	70802
Maine Attorney General	Aaron Frey		6 State House Station	Augusta	ME	0.4333
Maryland Attorney General	Anthony G. Brown		200 St. Paul Place	Baltimore	MD	21202
Massachusetts Attorney General	Andrea Campbell		1 Ashburton Place, Floor 20	Boston	MA	0.2108
Michigan Attorney General	Dana Nessel		525 W. Ottawa St., P.O. Box 30212	Lansing	MI	48909
Minnesota Attorney General	Keith Ellison		445 Minnesota Street, Suite 600	St. Paul	MN	55101
Mississippi Attorney General	Lynn Fitch	Department of Justice	P.O. Box 220	Jackson	MS	39205
Missouri Attorney General	Andrew Bailey	Supreme Ct. Bldg	207 W. High St., PO Box 899	Jefferson City	MO	65101
Montana Attorney General	Austin Knudsen	Office of the Attorney General, Justice Bldg.	P.O. Box 201401	Helena	MT	59620
Nebraska Attorney General	Mike Hilgers		1445 K Street, Room 2115, P.O. Box 98920	Lincoln	NE	68508
Nevada Attorney General	Aaron D. Ford	via email: NVAGCAFAnotices@ag.nv.gov				
New Hampshire Attorney General	John Formella	NH Department of Justice	1 Granite Place South	Concord	NH	0.3301
New Jersey Attorney General	Matthew J. Platkin	Richard J. Hughes Justice Complex	25 Market Street, 8th Floor, P.O. Box 080	Trenton	NJ	0.8625
New Mexico Attorney General	Raul Torrez		P.O. Drawer 1508	Santa Fe	NM	87504
New York Attorney General	Letitia A. James	Department of Law	The Capitol, 2nd Floor	Albany	NY	12224
North Carolina Attorney General	Jeff Jackson	Department of Justice	PO Box 629	Raleigh	NC	27602
North Dakota Attorney General	Drew Wrigley	State Capitol	600 E. Boulevard Ave.	Bismarck	ND	58505
Northern Mariana Islands Attorney General	Edward E. Manibusan	Administration Building	P.O. Box 10007	Saipan	MP	96950
Ohio Attorney General	Dave Yost	State Office Tower	30 E. Broad St., 14th Floor	Columbus	OH	43266
Oklahoma Attorney General	Gentner Drummond		313 NE 21st Street	Oklahoma City	OK	73105
Oregon Attorney General	Dan Rayfield	Oregon Department of Justice	1162 Court St., NE	Salem	OR	97301
Pennsylvania Attorney General	Dave Sunday	Pennsylvania Office of Attorney General	16th Floor, Strawberry Square	Harrisburg	PA	97301
Puerto Rico Attorney General	Janet Parra-Mercado		P.O. Box 9020192	San Juan	PR	0.0902
Rhode Island Attorney General	Peter F. Neronha		150 S. Main St.	Providence	RI	0.2903
South Carolina Attorney General	Alan Wilson	Rembert C. Dennis Office Bldg.	P.O. Box 11549	Columbia	SC	29211
South Dakota Attorney General	Marty Jackley		1302 East Highway 14, Suite 1	Pierre	SD	57501
Tennessee Attorney General	Jonathan Skrmetti		PO Box 20207	Nashville	TN	37202
Texas Attorney General	Ken Paxton	Capitol Station	P.O. Box 12548	Austin	TX	78711
U.S. Virgin Islands Attorney General	Gordon C. Rhea		3438 Kronprindsens Gade, GERS Building, 2nd Floor	St. Thomas	Virgin Islands	0.0802
Utah Attorney General	Derek Brown		State Capitol, Rm. 236	Salt Lake City	UT	84114
Vermont Attorney General	Charity R. Clark		109 State St.	Montpelier	VT	0.5609
Virginia Attorney General	Jason Miyares		202 North Ninth Street	Richmond	VA	23219
Washington Attorney General	Nick Brown		1125 Washington St. SE, P.O. Box 40100	Olympia	WA	98504
West Virginia Attorney General	John B. McCuckey	State Capitol	1900 Kanawha Blvd. E	Charleston	WV	25305
Wisconsin Attorney General	Josh Kaul	Wisconsin Department of Justice State Capitol	Room 114 East, PO Box 7857	Madison	WI	53707
Wyoming Attorney General	Bridget Hill	State Capitol Bldg. 109 State Capitol	200 W. 24 th Street	Cheyenne	WY	82002

Exhibit B



United States District Court for Eastern District of Virginia

Blackburn et al. v. National Credit Adjusters, LLC

Case No. 3:24-cv-15

You Could Be Affected by a Class Action Settlement involving Consumer Reporting

A federal court authorized this notice. This is not a solicitation from a lawyer. You are not being sued.

Important things to know:

- This notice explains the Settlement, the Settlement Class, and your legal rights and options.
- If you take no action, you will still be bound by the Settlement and its releases. If you do nothing, the debt that NCA purchased from Speedy Cash will be cancelled and all credit reporting of the debt will be deleted.
- You can learn more at www.ncaaction.com

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Questions? Please visit www.ncaaction.com for more information.
Para una notificación en Español, Hamar o visitar nuestro sitio web.

Information About the Lawsuit and the Settlement

What is this Lawsuit About?

Class Representatives Sherry Blackburn, Nicholas Boyle, LaToya Bitting, and Stacey Kenney (“Class Representatives”) filed a class action lawsuit in federal court against National Credit Adjusters, LLC (“Defendant” or “NCA”) alleging that Defendant violated the Fair Debt Collection Practices Act (FDCPA) because it attempted to collect Speedy Cash debts that were legally void.

Defendant denies that it did anything wrong or that it violated any laws. The Court has not decided that Defendant violated the FDCPA. The Court has not made any determination that the Speedy Cash debts are void under Virginia law. The Court has not made any determination that this lawsuit should proceed as a class action, as opposed to individual claims brought by plaintiffs. This Notice should not be interpreted as an expression of the Court’s opinion about which side is right or wrong. If the parties had not reached a settlement, Defendant would have vigorously defended the lawsuit and asked for a ruling in its favor.

Within the Settlement, you are a potential member of the “Settlement Class” or “Class Members”. The Settlement Class is all natural persons (1) located in Virginia; (2) who took out a “line of credit” or loan with Speedy Cash; (3) who were contacted by NCA; (4) within one year of January 9, 2024, or during the pendency of the action.

Proposed Settlement Benefits

The benefits for Class Members fall under the category of injunctive relief. An injunction occurs when a court orders a person to do or not to do something. The Settlement requires Defendant, at its expense, to delete all credit reporting related to the Class Members’ accounts. Defendant will also cancel all debts associated with the Class Members’ accounts as disputed obligations so that the Class Members will not receive an IRS Form 1099 for the cancelled debt. All Class Members will receive the benefit from these changes in business practices. For more detailed information about the injunctive relief, please visit www.ncaaction.com.

If this settlement is approved, you will no longer owe any money on the Speedy Cash debt that NCA purchased. NCA will also delete any credit reporting of the debt.

Because these procedures are being accomplished through a Court injunction, the federal district court for the Eastern District of Virginia will retain ongoing supervision and enforcement of these changes. The specific terms of these changes are included in the Settlement Agreement, a copy of which is available at www.ncaaction.com.

There will be no payments to Class Members, and Class Members will still have the right to bring any claims for damages against Defendant on an individual basis. A Class Member would not be able to bring a class action for claims regarding the allegations in the Lawsuit.

Defendant has agreed to pay all costs associated with sending this notice, implementing the procedures described above, and administering the Settlement. Defendant has agreed to pay the

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Para una notificación en Español, Hamar o visitar nuestro sitio web.

four Class Representatives a \$10,000 service award each for their participation in the lawsuit and Class Counsel's attorneys' fees and costs in an amount not to exceed \$80,000, which is subject to Court approval.

Class Members do not have to pay or buy anything to benefit from the Settlement, and they will retain any individual claims for monetary damages they may have against Defendant.

What do I do next?

Your Legal Rights and Options in this Proposed Settlement

- Do Nothing

If you do nothing, you will be bound by the Court's decision regarding the Settlement. You will not be able to pursue any class action claims against Defendant that have been released as part of the Settlement. Review the full release at www.ncaaclassaction.com

- Object to the Settlement

You have the right to write to the Court to object to the Settlement.

You may object to all or part of the Settlement if you think it is not fair, reasonable, and/or adequate. To object, you must file with the Court and send copies to the parties' counsel, a written explanation of the reasons you think that the Court should not approve the Settlement. The objection must include the following: (1) your full name, address, and current telephone number; (2) if you are represented by counsel, the name and telephone number of counsel; (3) all objections and the basis for any such objections stated with specificity, including a statement as to whether the objection applies only to you, to a specific subset of the class, or to the entire class; (4) the identity of any witnesses you may call to testify; (5) a listing of all exhibits you intend to introduce into evidence at the Final Approval Hearing, including a copy of such exhibits; (6) a statement regarding whether you intend to appear at the Final Approval Hearing; and (7) your signature and a notation that the objection is for "*Blackburn et al. v. National Credit Adjusters, LLC*, Civil Action No. 3:24-cv-15 (E.D. Va.)."

If you object according to the steps above, the Court will consider your objection. If it overrules your objection, you will be bound by the Court's decision and will remain part of the Class.

Your deadline to object to the Settlement is **September 16, 2025**.

Read on to understand the specifics of the Settlement. The Court still has to decide whether to grant final approval of the Settlement.

Questions? Please visit www.ncaaclassaction.com for more information.
Para una notificación en Español, Hamar o visitor nuestro sitio web.

When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a final approval hearing on October 16, 2025 at 2:00 pm, before the Honorable M. Hannah Lauck, in the United States District Court for the Eastern District of Virginia, Spottswood W. Robinson III and Robert R. Merhige, Jr., Federal Courthouse, 701 East Broad Street, Richmond, Virginia 23219. At the final approval 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 hearing. In addition, the hearing may be re-scheduled at any time by the Court without further notice to you. You should check the website www.ncacllassaction.com to confirm the hearing date, the court approval process, and the Effective Date of the Settlement.

If the Court approves the Settlement, the Court's judgment as to the Settlement Class will be binding on all Settlement Class Members.

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"). If you prefer to hire your own attorney to represent you in this case, you may do so at your own expense. The attorneys who have been appointed by the Court to represent the Settlement Class are:

Kristi C. Kelly
Andrew J. Guzzo
Casey S. Nash
J. Patrick McNichol
Matthew G. Rosendahl
KELLY GUZZO, PLC
3925 Chain Bridge Road, Suite 202
Fairfax, VA 22030

Leonard A. Bennett
CONSUMER LITIGATION ASSOCIATES, P.C.
763 J. Clyde Morris Blvd., Suite 1-A
Newport News, VA 23601

You will not be charged for these lawyers. Subject to Court approval, Class Counsel will seek attorneys' fees and costs not to exceed \$80,000, as provided in the Settlement Agreement. Class Counsel may also seek service awards in the amount of \$10,000 to be paid to each of the four Class Representatives for their services in representing the Settlement Class.

Additional Information

This notice is only a summary of the proposed Settlement. You can review more details about the proposed settlement and access additional documents, including the full Settlement Agreement, at the Settlement Website (www.ncacllassaction.com). You may contact the Settlement Administrator at info@ncacllassaction.com or 800-372-5704.

Questions? Please visit www.ncacllassaction.com for more information.
Para una notificación en Español, Hamar o visitor nuestro sitio web.

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

SHERRY BLACKBURN, NICHOLAS
BOYLE, LATOYA BITTING, and STACEY
KENNEY, *individually and on behalf of all
similarly situated individuals,*

Plaintiffs,

v.

NATIONAL CREDIT ADJUSTERS, LLC,

Defendant.

Civil Action No. 3:24-cv-15-MHL

DECLARATION OF DALE W. PITTMAN

I, Dale W. Pittman, Esquire, declare under penalty of perjury as follows:

1. My name is Dale W. Pittman. I am over the age of 18 and have personal knowledge of the facts set forth herein.

2. I am a member in good standing of the bars of the following courts:

Supreme Court of the United States
Washington, DC
February, 1997

Supreme Court of Virginia
Richmond, Virginia
June 8, 1976

U. S. Court of Appeals for the Fourth Circuit
Richmond, Virginia
September 2, 1980

United States District Court for the Western District of Virginia
Roanoke, Virginia

United States District Court for the Eastern District of Virginia
Richmond, Virginia
December 30, 1976

U.S. Bankruptcy Court for the Eastern District of Virginia
Richmond, Virginia
November, 1997.

3. I am a 1971 graduate of Hampden-Sydney College and a 1976 graduate of the T. C. Williams School of Law of the University of Richmond, Virginia. I am a member of the Virginia State Bar, the Virginia Trial Lawyers Association, the Virginia Bar Association, the National Association of Consumer Advocates, the Federal Bar Association, Hampden-Sydney College Bar Association, the Old Dominion Bar Association, and the Petersburg Bar Association, of which I am a past President. I am a member of the Council of the Virginia State Bar, the State Bar's governing body, now serving in my sixth term on Bar Council, having served five prior terms over the course of the past twenty-five years, as the elected representative of the Eleventh Judicial Circuit. My sixth term on Bar Council began on July 1, 2023. I am a member of the Board of Governors of the Virginia Trial Lawyers Association, and I chair the VTLA's Consumer Law Section. I serve on the Board of Directors of the Legal Services Corporation of Virginia (LSCV), which provides funding for programs offering civil legal assistance to low-income Virginians. I served as President of the LSCV Board for five years.

4. From February 1, 1977, until September 13, 1996, I was employed by Southside Virginia Legal Services, in Petersburg, Virginia, the local Legal Aid Society, as its General Counsel (Chief Executive Officer). My caseload at Southside Virginia Legal Services evolved over the years into a primarily consumer law practice.

5. From September 16, 1996, until the present I have maintained a private law practice with an office located in Petersburg. My work in private practice is limited almost exclusively to

the representation of consumers, with particular emphasis on representing consumer debtors under the Fair Debt Collections Practices Act. I have a statewide consumer law practice and have represented consumers from all regions of the Commonwealth and elsewhere.

6. I was a contributing editor to the consumer law sections of *Virginia Practice Manual*, a practice manual for Legal Aid lawyers and for private lawyers handling cases under the auspices of *pro bono* initiatives in Virginia.

7. Pleadings and discovery from many of my consumer law cases appear in the National Consumer Law Center's *Consumer Law Pleadings*, nationally distributed form books of consumer law pleadings, beginning in 1994. Pleadings and discovery from my cases appear in Books 1, 2, 5, 6, 7, 10, and 11.

8. I have given over eighty lectures to lawyers that qualified for continuing legal education credit.

9. I have made two presentations on consumer protection law and litigation to Virginia's General District Court judges at the Judicial Conference of Virginia for General District Court judges, one in 1987 on consumer protection laws generally, and one in 2008 on arbitration in consumer financial services cases.

10. My consumer protection law continuing legal education lectures include the following:

FDCPA Developments	National Consumer Law Center Consumer Rights Litigation Conference	October 26, 2024
Mastering Wrongful Repossession Cases	National Association of Consumer Advocates Webinar	April 26, 2024

<p>Proving Attorney Fees: The Effective and Ethical Method</p>	<p>Virginia Trial Lawyers Association Zoom CLE</p>	<p>October 6, 2022</p>
<p>Ethical Issues in FDCPA Practice</p>	<p>2022 Fair Debt Collection Conference, Orlando</p>	<p>April 25, 2022</p>
<p>Rental Repairs: Making the Right Choice for Your Client</p>	<p>Virginia Poverty Law Center Annual Statewide Training Conference</p>	<p>October 14, 2021</p>
<p>Spotting Violations of the FDCPA Regulations: Communications</p>	<p>National Consumer Law Center Fair Debt Collections Conference</p>	<p>March 4, 2021</p>
<p>Phone Cases</p>	<p>2018 Fair Debt Collections Conference, Chicago</p>	<p>March 19, 2018</p>
<p>Consumer Protection Litigation and Bankruptcy: Intersections and Collisions, Fair Debt Collections Practices Act</p>	<p>Richmond Bar Association, Richmond</p>	<p>October 24, 2017</p>
<p>Class Actions and Multiple Claims: End Games Planning (co-presenter with Judge John A. Gibney, Jr., Orran L. Brown, Sr, W. James Young, and M. Peebles Harrison)</p>	<p>Hampden-Sydney Bar Association CLE Event Hampden-Sydney</p>	<p>October 20, 2017</p>

Serious Illness, the Law, and Pro Bono Services, Part 3: Relief from Creditors	Legal Information Network Cancer, in conjunction with Virginia State Bar Access to Legal Services Committee	November 17, 2016
Representing the Pro Bono Client: Consumer Law Basics 2016	Practicing Law Institute, San Francisco	July 22, 2016
Fair Debt Collections Practices Act	Old Dominion Bar Association Winter Meeting, Williamsburg	January, 30, 2016
Fair Debt Collections Practices Act Overview	Virginia State Bar Young Lawyers Section Professional Development Conference	September 24, 2015
Consumer Law (FDCPA)	A Law Day Celebration Ft. Lee, Virginia	May 1, 2015
FDCPA: Ask the Experts	National Association of Consumer Advocates Fair Debt Collection Training Conference, Washington, DC	March 11, 2015
“It May Not Be a Payday Loan....”	Virginia Poverty Law Center 2014 Annual Statewide Legal Aid Conference, Portsmouth	October 23, 2014
Meeting the Legal Needs of Individuals Facing Serious Illness Through Pro Bono – Relief From Creditors	Virginia State Bar and the Legal Information Network for Cancer Webinar	April 23, 2014
Ethical Responsibilities of Class Counsel to Class Representatives, the Class and Objectors	Fair Debt Collection Practices Act Training Conference, San Antonio, Texas	March 8, 2014

Fair Debt Collections Practices Act	Working With Military Clients, Military Law Section of the Virginia State Bar, Williamsburg, Virginia	October 18, 2013
How the Consumer Bar Views FDCPA Compliance by Collection Attorneys	National Association of Retail Collection Attorneys Fall Collection Conference, Washington, DC	October 17, 2013
Making the Bad Guys Pay	Virginia Poverty Law Center, Richmond	May 9, 2013
FDCPA: Ask the Experts	National Association of Consumer Advocates Fair Debt Collection Training Conference, Baltimore	March 8, 2013
FDCPA Update	JAG School, Charlottesville, VA	December 11, 2012
Fair Debt Collections Practices Act	VA CLE, Charlottesville, VA	September, 2012
FDCPA	ABA Standing Committee on Legal Assistance to Military Personnel, George Mason University Law School	March 15, 2012
Fair Debt Collections Practices Act	Ft. Lee Legal Assistance Division JAG Office CLE	May 5, 2011

Handling Fair Debt Collections Practices Act Cases	65th Legal Assistance Course, The Judge Advocate General's Legal Center and School, Charlottesville	November 16, 2009
Handling Fair Debt Collections Practices Act Cases	VPLC Statewide Legal Aid Conference, Williamsburg	November 5, 2009
Challenging Predatory Small Loans	National Consumer Law Center Consumer Rights Litigation Conference, Philadelphia	October 23, 2009
The Fair Debt Collections Practices Act: Update 2009	VA CLE Webinar	September, 2009
Handling Fair Debt Collections Practices Act Cases	2009 Mid-Atlantic Joint Services Consumer Law Symposium, Naval Legal Service Office Mid-Atlantic Legal Assistance Department, Norfolk	June 12, 2009
Handling Fair Debt Collections Practices Act Cases	64th Legal Assistance Course, The Judge Advocate General's Legal Center and School, Charlottesville	April 2, 2009
Defending Consumers in Medical Debt Collection Cases	National Consumer Law Center's Consumer Rights Litigation Conference in Portland, Oregon	October, 2008

<p>Combating Consumer Issues Facing the Military, FDCPA Cases</p>	<p>Consumer Law Intensive for Military Personnel Advocates, National Consumer Law Center’s Consumer Rights Litigation Conference in Portland, Oregon</p>	<p>October, 2008</p>
<p>Issues in Arbitration Cases</p>	<p>Judicial Conference of Virginia for District Court Judges, Virginia Beach</p>	<p>August 13, 2008</p>
<p>A Perfect Storm – The Intersection of the FDCPA and the FCRA in Debt Collection Harassment Cases</p>	<p>Virginia CLE Solo and Small Firm Institute, Williamsburg</p>	<p>May 13, 2008</p>
<p>Defending Debt Collection Suits</p>	<p>National Consumer Rights Litigation Conference, Washington, D.C.</p>	<p>November 11, 2007</p>
<p>Emerging Issues in Debt Collection Abuse & False Credit Reporting</p>	<p>Virginia Trial Lawyers Association Solo & Small Firm Conference, Richmond</p>	<p>October 19, 2007</p>
<p>The Fair Debt Collections Practices Act (Including 2006 Amendments)</p>	<p>Virginia CLE</p>	<p>September 24, 2007</p>
<p>Fair Debt Collections Practices Act</p>	<p>Naval Legal Service Office Mid-Atlantic Joint Services Consumer Law Symposium, Norfolk</p>	<p>May 11, 2007</p>
<p>How to Win (or Not Lose) an Arbitration</p>	<p>National Consumer Rights Litigation Conference Miami, Florida</p>	<p>November 11, 2006</p>

Consumer Debt Collection	59th Legal Assistance Course The Judge Advocate's School Charlottesville	November 2, 2006
Consumer Credit: Remedies You Should be Aware Of	Virginia Trial Lawyers Association Solo & Small Firm Conference, Williamsburg	October 20, 2006
Collection Law From Start to Finish (Presentation on the FDCPA)	National Business Institute Richmond	October 10, 2006
Overview of the Fair Debt Collections Practices Act	Framme Law Firm, Richmond	June 23, 2006
Fair Debt Collection Practices Act	Naval Justice School Newport, Rhode Island	May 22 , 2006
Fair Debt Collection Practices Act – Essential Tips for Both Debtors and Creditors	Virginia CLE - 4th Annual Advanced Consumer Bankruptcy, Richmond	April 28, 2006
Fair Debt Collection Practices Act	3rd Annual Naval Legal Service Office, Mid-Atlantic, Auto Fraud Symposium, Norfolk	April 12, 2006
What the Virginia Lawyer Must Know About Consumer Protection	Solo and Small Firm Conference – Virginia Trial Lawyers Association,	September 30, 2005

Charlottesville

Points to Consider if You are Going to Arbitration	National Consumer Law Center's 13th Annual Consumer Rights Litigation Conference	November 7, 2004
Protecting Your Client's Consumer Rights – Fair Debt Collections Practices Act	Virginia CLE - Richmond and Tysons Corner	April 21 and 22, 2004
Fair Debt Collections Practices Act Training Conference – Practice Issues	National Consumer Law Center and National Association of Consumer Advocates, Kansas City	February 22, 2004
Fair Debt Collections Practices Act	Henrico County Bar Association and Virginia Creditor's Bar Association, Richmond	February 19, 2004
Using Experts in Automobile Sale Wreck Damage Cases	IVAN Diminished Value Conference, Chesapeake	January 31, 2004
Consumer Law: Everything You Need to Know to be an Expert in Handling the Latest in Consumer Cases	First Annual Solo and Small Firm Conference – Virginia Trial Lawyers Association, Charlottesville	October 10, 2003
Points To Consider If You Are Going To Arbitration	Virginia Women Attorney's Association, Southside Chapter, Petersburg	July 31, 2003
Fair Debt Collection Practices Act	Virginia CLE, First Advanced Consumer Bankruptcy Conference	May 2, 2003

<p>Fair Debt Collection Practices Act Fair Credit Reporting Act</p>	<p>Naval Justice School Newport, Rhode Island</p>	<p>April 3, 2003</p>
<p>Overview of the Fair Debt Collections Practices Act</p>	<p>Framme Law Firm, Richmond</p>	<p>December 17 & 18, 2002</p>
<p>Arbitrating: Who's Afraid of the Big Bad Wolf?</p>	<p>National Consumer Law Center Consumer Rights Litigation Conference, Atlanta</p>	<p>October 26, 2002</p>
<p>Mobile Home Litigation Issues</p>	<p>National Consumer Law Center Consumer Rights Litigation Conference, Atlanta</p>	<p>October 25, 2002</p>
<p>Settlement Agreements and Confidentiality Issues: Recent Cases in the News and the Problems News Attention Can Create</p>	<p>Virginia Trial Lawyers Association Fall Fiesta, Richmond</p>	<p>September 28, 2002</p>
<p>Practice Pointers Roundtable</p>	<p>Virginia Trial Lawyers Association Fall Fiesta, Richmond</p>	<p>September 27, 2002</p>
<p>Arbitration and Beyond: What to Do If You Are Forced Into Arbitration and What Happens After the Arbitral Award</p>	<p>Virginia Trial Lawyers Association Fall Fiesta, Richmond</p>	<p>September 27, 2002</p>
<p>Fair Debt Collection</p>	<p>ABA Standing Committee on Legal Assistance for Military Personnel Legal Assistance Symposium, Quantico</p>	<p>August 15, 2002</p>

Practical Applications of Consumer Protection Laws for the General Practitioner – Part II	Virginia Women Attorneys Association, Southside Chapter, Petersburg	June 27, 2002
Practical Applications of Consumer Protection Laws for the General Practitioner – Part I	Virginia Women Attorneys Association, Southside Chapter, Petersburg	April 25, 2002
Federal Court-Fun & Easy	Annual Statewide Legal Aid Conference, Virginia Beach	November 1, 2001
FDCPA Compliance for the Virginia Practitioner	National Business Institute CLE for Virginia Lawyers, Richmond	October 11, 2001
Use of Magnuson-Moss Warranty Act in the Recovery of Attorney’s Fees	Virginia Trial Lawyers Association Fiesta 3, Richmond	September 28, 2001
Credit Reporting Abuse	Petersburg Kiwanis Breakfast Club, Petersburg	September 18, 2001
A Consumer Lawyer’s Perspective on Mobile Home Transactions	Virginia Manufactured Housing Association, Virginia Beach	August 8, 2001
Debt Collection Harassment, Credit Reporting Abuse, Home Solicitation Sales, Fraud.	Elder Law Day	May 11, 2001
Truth in Lending Act and Title Issues in Car Sales	VA Independent Automobile Dealers Association, District 1 Dinner Meeting, Virginia Beach, Virginia	April 11, 2001

What Do These Attorneys Know About The Used Car Business That You Don't?	VA Independent Automobile Dealers Association, District 2 Dinner Meeting, Richmond, Virginia	January 30, 2001
Mobile Home Litigation Issues	National Consumer Law Center Consumer Rights Conference	October 28, 2000
Update on the Fair Debt Collection Practices Act	Virginia CLE®	July 12 and 19, 2000
Consumer Privacy in the Electronic Age	The Bar Association of the City of Richmond	May 31, 2000
Consumer Law Update for Virginia Practitioners, Fair Debt Collection Practices Act.	Virginia CLE®	December 7 and 8, 1999
Recent Developments in Fair Debt Collection, With an Emphasis on the Fourth Circuit	Annual Statewide Legal Aid Conference	November 3, 1999
Recent Developments in Fair Debt Collection	The Bankruptcy Section of the Bar Association of the City of Richmond	October 26, 1999
Consumer Law Seminar	Office of the Staff Judge Advocate, Ft. Eustis, Virginia	August 27, 1999
Automobile Fraud and Financing Issues	Annual Statewide Legal Aid Conference	November 11, 1998

Consumer Law for Support Staff	Annual Statewide Legal Aid Conference	November 11, 1998
First Day in Practice (Topic: Consumer Law Practice)	Virginia State Bar	November 3, 1998
Complying with the Fair Debt Collection Practices Act in Virginia	National Business Institute CLE for Virginia Lawyers	September 9, 1998
Basic Overview of Several Consumer Protection Laws Available to Assist Victims of Consumer Fraud and Abuse	Charlottesville-Albemarle Bar Association Bankruptcy/Creditors' Rights Committee	February 10, 1998
Overview of Consumer Law for Support Staff	Annual Statewide Legal Aid Conference	November 6, 1997
The Fair Debt Collection Practices Act	Annual Statewide Legal Aid Conference	November 6, 1997
Recent Developments under the Fair Debt Collection Practices Act	Virginia Creditor's Bar Association	September 25, 1997
Fair Debt Collection Practices Act	10th Circuit Bar Association, Keyville, VA	April 23, 1997

Complying With the Fair Debt Collection Practices Act in Virginia	National Business Institute CLE for Virginia Lawyers	February 11, 1997
State and Federal Consumer Protection Statutes Frequently Applicable to General District Court Cases	Judicial Conference of Virginia General District Court Judges	April 29, 1989
Everything Under the Sun You Ever Wanted to Know About Handling Home Improvement Cases	Elderly Law Task Force of Virginia Legal Services Programs	
Consumer Law for Non-Consumer Lawyers	Virginia Legal Services Attorneys	
Handing Home Improvement Cases	Consumer Law Training for Virginia Legal Services Attorneys	

11. The Summer 2006 edition of *The Journal of the Virginia Trial Lawyers Association* included “Disputing Home Loan Servicing Abuse Through RESPA,” an article that I prepared for that publication.

12. For nearly a decade, I prepared annual reports on Virginia law for the American Bar Association’s *Survey of State Class Action Law*.

13. I was Section Chairman and Program Moderator for a Virginia Trial Lawyers Association Consumer Law Seminar entitled “Keeping the Big Boys Honest,” that took place on April 25, 1997, and covered the Fair Debt Collections Practices Act, the Fair Credit Reporting Act, Consumer Class Actions, Motor Vehicle Litigation, and Recovering Attorney’s Fees in Consumer

Litigation. I was Program Chair for the Consumer Law portion of the VTLA's February Fiesta CLE that took place in Williamsburg in February, 2000. I was a presenter on Mobile Home Sales, and in a Consumer Law Practice Roundtable. I was Program Chair for the Consumer Law portion of the VTLA's Fall Fiesta that took place in Williamsburg on October 14 and 15, 2000, and was a presenter on Emerging Issues in Mobile Home Sales Fraud. I was Program Chair for the Consumer Law portion of the VTLA's Fiesta 3 that took place in Richmond on September 28 and 29, 2001, and was a presenter on "Use of the Magnuson-Moss Warranty Act to Recover Attorney's Fees." I was Program Chair for the Consumer Law portion of the VTLA's Fiesta 2002 that took place in Richmond on September 27 and 28, 2002, and was a presenter with Judge Dohnal and others on "Settlement Agreements and Confidentiality Issues: Recent Cases in the News and the Problems News Attention Can Create," "Arbitration and Beyond: What to Do If You Are Forced Into Arbitration and What Happens After the Arbitral Award," and a roundtable participant in a "Practice Pointers Roundtable."

14. I was the 1996 recipient of the Virginia State Bar Legal Aid Award, given annually by the Virginia State Bar to recognize a Legal Aid attorney in Virginia who demonstrates innovation and creativity in advocacy and excellence in service to low-income clients. On November 9, 2007, I received the 2007 Consumer Attorney of the Year Award from the National Association of Consumer Advocates at its Annual Meeting in Washington, D.C. On October 21, 2010, I received the Virginia Lawyers Weekly "Leader in the Law 2010" award. On November 4, 2010, I received the Virginia Poverty Law Center's John Kent Shumate, Jr. Advocate of the Year Award, in recognition of my having made a significant impact in advocating for low-income Virginia residents. The Virginia Trial Lawyers Association recognized me as only the fifth recipient of its Oliver White Hill Courageous Advocate Award at the VTLA's 2014 annual

convention, an award periodically presented to an advocate who has demonstrated courage and commitment to the ideals of justice in representing an individual or cause at considerable personal risk. I received the Dr. David E. Marion Award for Legal Excellence, presented by the Hampden-Sydney College Bar Association, on October 20, 2017. I was named to the Virginia Lawyers Hall of Fame for 2019 by Virginia Lawyers Media, being honored for my career accomplishments, contributions to the development of the law in Virginia, contributions to the Bar and to the Commonwealth at Large and efforts to improve the quality of justice in Virginia. I have been selected to Virginia Super Lawyers every year since 2011. I am a fellow of the Virginia Law Foundation, whose mission is to promote, through philanthropy, the rule of law, access to justice, and law-related education. I am a member of the Virginia Poverty Law Center Advisory Council, a group of key community leaders advising the Center and serving as its ambassador by championing its mission of breaking down systemic barriers that keep low-income consumers in the cycle of poverty.

15. I have been involved in many consumer cases involving a range of consumer protection laws, with an emphasis on the Fair Debt Collection Practices Act, Fair Debt Collection Practices Act, Fair Credit Reporting Act, Real Estate Settlement Procedures Act, Truth in Lending Act, and Equal Credit Opportunity Act cases that I have handled alone or co-counseled with others include *Bayone, et al. v. RAM's Auto Sales*, Civil Action No. 81-0847 (E.D. Va. 1981); *Withers v. Eveland*, 988 F. Supp. 942 (E.D. Va. 1997); *Creighton v. Emporia Credit Service, Inc.*, 981 F. Supp. 411 (E.D. Va. 1997); *Morgan v. Credit Adjustment Board*, 999 F. Supp. 803 (E.D. Va. 1998); *Talbott v. GC Services Limited Partnership*, 53 F. Supp. 2d 846 (W.D. Va. 1999); *Talbott v. GC Services Limited Partnership*, 191 F.R.D. 99 (W.D. Va. 2000); *Woodard v. Online Information Servs.*, 191 F.R.D. 502 (E.D.N.C., Jan. 19, 2000); *Pitchford v. Oakwood Mobile*

Homes, 124 F. Supp.2d 958, 961 (W.D. Va. 2000); *Sydnor v. Conseco Financial Services Corp.*, 252 F.3d 302, 305 (4th Cir. 2001); *Jones v. Robert Vest*, 2000 U.S. Dist. LEXIS 18413 (E.D. Va. 2000); *Kelly v. Jormandy*, 2005 U.S. Dist. LEXIS 29901 (W.D. Va. 2005); *Lynch v. McGeorge Camping Center*, 2005 U.S. Dist. LEXIS 10201, *12 (E.D. Va. 2005); *Thornton v. Cappo Mgmt. V, Inc.*, 2005 U.S. Dist. LEXIS 10202, *6 (E.D. Va. 2005); *Gansauer v. Transworld Systems, Inc.*, Civil Action No. 7:00cv00931 (W.D. Va. 2007); *Croy v. E. Hall & Associates, P.L.L.C.*, 2007 U.S. Dist. LEXIS 14830 (W.D. Va. 2007); *Turner v. Shenandoah Legal Group, P.C.*, 2006 U.S. Dist. LEXIS 39341 (E.D. Va., June 12, 2006); *Karnette v. Wolpoff & Abramson L.L.C.*, 444 F. Supp. 2d 640 (E.D. Va. 2006); *Karnette v. Wolpoff & Abramson, L.L.P.*, 2007 U.S. Dist. LEXIS 20794 (E.D. Va. March 23, 2007); *Bicking v. Law Offices of Rubenstein and Cogan*, 783 F. Supp. 2d at 841v (E.D. Va. 2011); *James v. Encore Capital Corp.*, No. 3:11cv226 (E.D. Va.), *Goodrow v. Friedman & MacFadyen, P.A.*, 788 F. Supp. 2d 464 (E.D. Va. 2011); *Goodrow v. Friedman & MacFadyen, P.A.*, 2013 U.S. Dist. LEXIS 105395 (E.D. Va. July 26, 2013); *Kelly v. Nationstar*, 2013 U.S. Dist. LEXIS 156515 (E.D. VA 2013); *Cross v. Prospect Mortgage, LLC*, 986 F. Supp. 2d 688 (E.D. Va. 2013); *Fariasantos v. Rosenberg & Associates, LLC*, 2014 WL 928206, 2014 U.S. Dist. LEXIS 30898, (E.D. Va. 2014); *DeCapri v. Law Offices of Shapiro Brown & Alt, LLP*, 2014 U.S. Dist. LEXIS 131979, 2014 WL 4699591 (E.D. Va. 2014); *Lengrand v. WellPoint*, No. 3:11-CV-333 (E.D. Va.); *Henderson v. Verifications, Incorporated*, Civil Action No. 3:11cv514 (ED Va.); *Thomas v. Wittstadt Title & Escrow Company, LLC*, No. 3:12cv450 (E.D. Va.); *Soutter v. Equifax Information Services, LLC*, 307 F.R.D. 183 (E.D. Va. 2015); *Henderson v. Corelogic, Inc., et al.*, Civil Action No. 3:12cv97 (E.D. Va.); *Berry, et al. v. Schulman*, 807 F.3d 600 (4th Cir. 2015); *Henderson v. First Advantage Background Services Corp.*, Civil Action No. 3:14cv221 (E.D. Va.); *Hayes v. Delbert Services Corp., et al*, Civil Action No. 3:14cv258 (E.D. Va.); *Cornell*

v. Brock & Scott, PLLC, Civil Action No. 3:14cv841 (E.D. Va.); *Reese v. Stern & Eisenberg Mid Atlantic, PC*, Civil Action No. 3:16cv496 (E.D. Va.); *Bralley v. Carey*, 2011 U.S. Dist. LEXIS 107015 (E.D. Va. 2011); *Bralley v. Carey*, 2011 U.S. Dist. LEXIS 142896 (E.D. Va. 2011); *Bralley v. Carey*, 2012 U.S. Dist. LEXIS 15191 (E.D. Va. 2012); *Hicks v. Fay Servicing, LLC*, 3:17cv780 (E.D. Va.); *Biber v. Pioneer Credit Recovery, Inc.*, 2018 U.S. Dist. LEXIS 62325 (E.D. Va. 2018); *McClain v. Portfolio Recovery Associates, LLC*, 2:18cv482 (E.D. Va.); *Cassell v. Receivables Performance Management, LLC*, 7:2018cv648 (W.D. Va.); *Grimes v. SunTrust Bank*, 3:2019cv400 (E.D. Va.); *Taylor v. Timepayment Corporation*, 3:18cv378 (E.D. Va.); *Baker v. NRA*, Civil Action No. 3:19cv48 (W.D. Va.); *Curtis v. Propel Property Tax Funding*, 915 F.3d 234 (2019); *Street v. Glen Allen Towing & Recovery, Inc.*, 3:19cv567 (E.D. Va.); *Blank v. Hyundai Capital America, Inc.*, 3:19cv735 (E.D. Va.); *Tinnell v. Durham & Durham, LLP*, 3:2019cv632 (E.D. Va.); *Lynda B. Harris v. American Coradius International, LLC*, 3:20cv625 (E.D. Va.); *Carter v. R&B Corporation of Virginia*, 4:20cv202 (E.D. Va.); *Louk v. Wright Way Motors, LLC*, 5:2020cv14 (W.D. Va.); *Cowles v. Peroutka, Miller, Klima & Peters, P.A.*, 3:20cv470 (E.D. Va.); *Green v. Kinum, Inc.*, 3:20cv329 (E.D. Va.); *Turner v. Faber & Brand, LLC*, Civil Action No. 3:21cv30 (E.D. Va.); *Beavers v. Summit Community Bank, Inc.*, 1:21cv42 (W.D. Va.); *Paul v. Freedom Mortgage Corporation*, 2:21cv633 (E.D. Va.); *Beville v. Experian Information Solutions, Inc.*, 3:21cv343 (E.D. Va.); *Mejias v. Hyundai Lease Titling Trust*, 3:21cv393 (E.D. Va.); *Bohannon v. Elite Auto, Inc.*, 3:21cv402 (E.D. Va.); *Henderson v. Source for Public Data, L.P.*, 540 Supp. 3d 539 (E.D. Va. 2021); 53 F.4th 110 (4th Cir. 2022); *Hammack v. PHH Mortgage Corporation*, 3:22cv111 (E.D. Va.); *McAfee v. Synchrony Bank, et.al*, 3:22cv261 (E.D. Va.); *McAfee v. CIC Mortgage Credit, Inc.*, 3:22cv772 (E.D. Va.); *Tate v. Freedom Mortgage Corp.*, 2023 U.S. Dist. LEXIS 206292, 2023 WL 8006194 (D. Or. 2023), *McAfee v. Synchrony Bank*,

et.al, 3:22cv261 (E.D. Va.); and *McAfee v. CIC Mortgage Credit, Inc.*, 3:22cv772 (E.D. Va.). I was one of several lawyers representing plaintiff classes in a Multidistrict FDCPA class action, styled *In Re Dun & Bradstreet, Inc. Debt Collection Practices Litigation*, MDL #1198. The cases, originally transferred by the Judicial Panel on Multidistrict Litigation to the Western District of Virginia, Danville Division, for consolidated pretrial proceedings, were centralized before the Northern District of Illinois for purposes of finalizing settlement. Classes were certified in *Talbott, Woodard, Gansauer, Karnette, Bicking, Goodrow, Kelly, Fariasantos, DeCapri, Lengrand, Henderson v. Verifications, Incorporated, Thomas, Soutter, Henderson v. Corelogic, Inc., Berry, Henderson v. First Advantage Background Services Corp., Hayes, Cornell, Reese, Turner v. Faber & Brand* and *McAfee v. CIC Mortgage Credit, Inc.*

16. I served as Special Master in a case styled *Silva v. Haynes Furniture Company, Inc.*, Civil Action No. 4:04cv082, (E.D. Va.), an ECOA/FCRA class action, having been appointed by Judge Kelley on January 27, 2006.

17. Very few Virginia attorneys are willing to accept consumer cases because of the special expertise required and the risk of nonpayment. This case is not only a consumer case requiring such special expertise at the risk of nonpayment, but it is more complex than most consumer actions I have seen in my years of legal practice.

18. I have extensive experience in consumer cases brought filed in federal courts in Virginia. I routinely represent plaintiffs in cases brought in the Eastern District of Virginia under the FDCPA and FCRA. I have been involved in many cases involving requests for attorneys' fees under different consumer protection claims and statute and am familiar with the rates charged by both plaintiffs' and defense attorneys in this region. My knowledge of the attorneys' fee recoveries, factors and rates in this District and this region comes from a variety of sources, including my own

personal experience requesting, or opposing requests for, attorneys' fees, research and discussions with other attorneys, advertised rates, case decisions and other publications. I have had an opportunity to survey and I keep track of the attorneys' fees recovered in complex and consumer finance class action cases in this District and Division, as well as in the consumer protection field generally.

19. Given the specific knowledge I have as to attorneys fees awarded and charged in this field and this market, I am able to testify as to the reasonable and expected ranges of fees in class action settlements and the reasonableness of the hourly rates charged by attorneys that practice in this district and division.

20. Given the specific knowledge I have as to hourly rates charged and approved in this District and Division, I am comfortable stating that the average hourly rates for federal litigation attorneys in this District and Division range between \$500 and at least \$1,500.

21. I am familiar with the law firms of Kelly Guzzo (KG) and Consumer Litigation Associates (CLA), two of the firms that comprise Class Counsel in this case. I know from personal observation that each such lawyer participating from those firms is a top-notch attorney. I also know from personal observation that they are among the very best attorneys who constitute Virginia's consumer-side consumer protection bar, and also are among the best in their field nationwide.

22. In my opinion, CLA and KG are two of America's best consumer-side consumer protection litigation law firms. I cannot point to any other law firm in the country that I would describe as doing a better job representing consumers in federal court in consumer protection litigation.

23. I have known Leonard A. Bennett of CLA professionally for roughly twenty-one years. We met when Mr. Bennett represented a client adverse to my client in a Richmond Division case, *Amresco New England II, L.P. v. Poindexter*, Civil Action No. 3:98cv112. Over the ensuing years, Mr. Bennett and I have co-counseled a great many cases. I routinely consult with Mr. Bennett by e-mail and by telephone regarding litigation issues in my cases, regarding both litigation strategy and tactics and questions of how various players in the consumer financial services industry operate.

24. No other law firm comes close to CLA in the number of consumer protection cases handled in the Eastern District. Mr. Bennett's experience and talents are essential to the success that we as a consumer protection bar consistently experience in our representation of consumers.

25. Mr. Bennett's trial work, and successful post-trial and appellate defense of his verdicts, have made him a trailblazer within the still relatively young consumer protection bar in the United States.

26. I have reviewed Mr. Bennett's and his firm's rates several times over the years and they are reasonable.

27. I have known Kristi C. Kelly for roughly fourteen years. I have followed her career by attending consumer protection lectures that she has given, by consulting regularly with her on matters of consumer protection law, and by working together with her in cases that we have co-counseled. I know her to be an extremely skilled, thorough and tenacious litigator, who enjoys the well-deserved reputation of being perhaps the top mortgage lending and mortgage foreclosure abuse lawyer in Virginia, and is nationally recognized for her work on mortgage servicing litigation and tribal lending cases.

28. I have known Andrew J. Guzzo for roughly ten years. Throughout the time that I have known Mr. Guzzo, he has worked in affiliation with Ms. Kelly.

29. Mr. Guzzo and I have collaborated on motions briefing, discovery issues, and other aspects of a number of consumer protection matters, primarily in cases arising under the Fair Debt Collection Practices Act. As an example, we worked closely together on a Motion to Dismiss briefing in *Kelly v. Nationstar Mortgage*, Civil Action No. 3:13-cv-311(JAG), a Richmond Division FDCPA case. His work there, as in all the other work that I have seen him do, was excellent, and contributed significantly in my opinion to the favorable ruling that we received from Judge Gibney in that case. *Kelly v. Nationstar Mortgage, LLC*, 3013 U.S. Dist. Lexis 156515 (E.D. Va. 2013).

30. I have known Casey Nash for roughly eleven years, having met her through her work at CLA. I know Ms. Nash to be a conscientious, extremely bright, and hard-working lawyer who has assisted in developing and litigating several ground-breaking consumer-protection litigation theories in cases in which I have worked as co-counsel, including for example her enormous contributions to the Complaint preparation and briefing in *Goodrow v. Friedman & MacFadyen*, Civil Action No. 3:11-cv-20(MHL), a mortgage foreclosure case in the Richmond Division that asserted a number of cutting edge consumer protection theories.

31. I have known Pat McNichol for several years since his clerkships in the Eastern District of Virginia. Both as law clerk and in private practice, he has gained a reputation as a creative and hardworking lawyer and excellent advocate. He has been a strong addition to the bench at Kelly Guzzo.

32. I have reviewed Kelly Guzzo's fee declaration. Based on my experience, each attorney's hourly rate seems reasonable and in line with other class-action attorneys in this District

and Division. I also believe that the time spent on this case is reasonable based on a review of the docket sheet and the relevant pleadings in the case. I would also note that Class Counsel is seeking a fee of only \$80,000 even though Kelly Guzzo alone incurred over \$101,000 in fees and costs litigating the case. It is my understanding that Class Counsel agreed to reduce their fee in order to maximize class member recovery, making their fee request more than reasonable.

33. It is also my understanding that, under the Settlement Agreement, National Credit Adjusters is entirely responsible for any fee award granted by the Court, and it does not reduce any of the settlement benefits to class members. If the Court approves a lesser fee amount, National Credit Adjustors would retain that money, and it would not increase the benefits that class members receive under the settlement.

34. I believe that the fee sought by Class Counsel in this matter is not only fair and reasonable, given the qualifications of Class Counsel, the strong success in obtaining a strong settlement that provides substantive relief to class members, but also that anything less would underestimate the value of Class Counsel's work and effort expended on this litigation given its complexity. It is clear to me that Class Counsel in this case both possess and implemented the necessary specialized skill and experience to recover on behalf of the settlement class members.

I declare under penalty of perjury of the laws of the United States that the foregoing is correct.

Signed this 16th day of September 2025.

/s/ Dale W. Pittman
Dale W. Pittman