

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

KERRY JENNIFER SCROGGINS,	:	
	:	
Plaintiff,	:	
	:	
v.	:	Civil Action No. 3:22-cv-00545-MHL-SLS
	:	
LEXISNEXIS RISK SOLUTIONS FL INC.,	:	
	:	
Defendant.	:	
	:	

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**PLAINTIFF’S MEMORANDUM IN SUPPORT OF  
MOTION FOR ATTORNEYS’ FEES, COSTS, AND SERVICE AWARD**

Pursuant to the Court’s directive (ECF 346) and Federal Rule of Civil Procedure 23(h), Plaintiff Kerry Jennifer Scroggins (“Plaintiff” or “Ms. Scroggins”), by Counsel, seeks an award of attorneys’ fees and costs, and Class Representative service award as contemplated by the Settlement Agreement executed by the Parties. (ECF 344-1.) For the reasons that follow, the Court should grant Plaintiff’s Motion.

**OVERVIEW**

This class settlement follows extensive litigation and discovery efforts regarding LexisNexis Risk Solutions FL, Inc.’s reporting of “deceased” notations in its identity-verification and fraud-prevention products about living consumers—conduct Plaintiff contends violated the Fair Credit Reporting Act (“FCRA”), and which LexisNexis denies (including disputing whether the products at issue are “consumer reports”). The Settlement provides a non-reversionary \$13,500,000 common fund to resolve claims on behalf of 60,351 Settlement Class Members (1,651 “Contact Members” and 58,700 “Product Members”). *See* Ritesh Patel Decl. re: Notice Implementation at 1 ¶ 4, attached as **Exhibit 1**. Under the Settlement, Contact Members receive automatic payments (no claim required), while Product Members submit a straightforward claim

to receive payment. After settlement administration costs, any attorneys' fees and costs (capped at 33%) approved by the Court, and any service award to Plaintiff (capped at \$7,500) are deducted, the remaining funds will be distributed evenly among eligible Class Members. As of February 9, 2026, Product Members have submitted 2,234 claims, which is over a 3.8% claims rate. **Ex. 1**, Patel Decl. at 4 ¶ 16. If funds remain after the initial distribution, the Settlement contemplates a second pro rata distribution (subject to a minimum threshold) to individuals who cashed their first-round checks, with any remaining residue distributed cy pres. Anticipating more claims, if 6% of the Product Members submit a valid claim form, Class Members would receive a payment of around \$1,721 if the Court approves the proposed attorneys' fees, costs, expenses, and service award.<sup>1</sup> Leonard A. Bennett Decl. at 7 ¶ 24, attached as **Exhibit 2**. This significant consideration was achieved despite LexisNexis's meaningful defenses to the litigation, which posed risk to litigating this case to summary judgment or trial.

The substantial relief afforded by the Settlement would not have been possible without Ms. Scroggins' willingness to stand up for other consumers affected by "deceased" notations in LexisNexis's products, and Class Counsel's skill, creativity, hard work, and willingness to take on the long-term risks of litigating this case. As detailed below, the Settlement was reached only after substantial litigation activity and discovery, including amended pleadings through the Second Amended Complaint and Answer; discovery overseen by the Court with multiple discovery hearings and orders; Plaintiff's deposition and more than sixteen depositions of current and former LexisNexis personnel and affiliated entities; and full litigation of class certification, *Daubert*, and motions in limine, along with review of class sampling and data produced by LexisNexis. As a

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<sup>1</sup> The currently estimated "all-in" cost of administration from the Settlement Administrator, to be paid from the Settlement Fund, has been factored into the calculation of this projected amount.

result, the Parties were fully informed, and the litigation meaningfully developed, when they engaged in class settlement discussions. The parties also participated in repeated, Court-convened settlement conferences before Magistrate Judge Colombell over multiple sessions, ensuring that the ultimate compromise was negotiated with a well-developed record and a clear understanding of the risks of continued litigation and appeals.

Class Counsel took this case on a contingency basis, bearing significant risk that they would recover nothing absent success on the merits—particularly in light of LexisNexis’s defenses and the uncertainties inherent in litigating the case through trial and appeal. The Settlement permits Class Counsel to seek an award of attorneys’ fees and costs from the common fund (capped at 33%) and permits Ms. Scroggins to seek a reasonable service award (capped at \$7,500) in recognition of her efforts on behalf of the Class. *See* Settlement Agreement at 23 (ECF No. 344-1 at 25). Plaintiff, therefore, requests that the Court grant her Motion and award \$4,400,000 for attorneys’ fees and costs, and a \$7,500 service award to Ms. Scroggins. LexisNexis does not oppose this request.

#### **CASE BACKGROUND**

This lawsuit—which challenges LexisNexis’s sale of identity-verification and fraud-prevention reports used by financial institutions for varied purposes, including account opening and access—was filed on August 11, 2022. Ms. Scroggins alleges that LexisNexis repeatedly reported her as “deceased” to her credit union (Call Federal Credit Union), despite the fact that she is alive, and that Call Federal relied on those reports when restricting her access to account services and refusing a \$5,000 debit-card preauthorization request. Plaintiff further alleges that LexisNexis acknowledged receiving her dispute yet continued to furnish “deceased” reports, and that the Social Security Administration’s Death Master File does not list her Social Security number as deceased.

Plaintiff asserts three FCRA claims based on this conduct. First, under 15 U.S.C. § 1681e(b), Plaintiff alleges LexisNexis failed to follow reasonable procedures to assure maximum possible accuracy when it reported her (and other consumers) as deceased, including by relying on “deceased” indicators acquired from other consumer reporting agencies (Trans Union and/or Experian) without adequate procedures to reconcile conflicting governmental data. Second, under 15 U.S.C. § 1681g(a), Plaintiff alleges LexisNexis failed to clearly and accurately disclose “all information” in her file—including source information and recipient/end-user identities regarding the deceased notation—and omitted InstantID/Accurint inquiry information tied to her LexID in her file disclosure (which listed a “date of death” of “0/0/0”). Third, under 15 U.S.C. § 1681i, Plaintiff alleges LexisNexis failed to conduct a reasonable reinvestigation after her disputes and continued reporting her as deceased to Call Federal, impairing her banking access. Plaintiff brought her § 1681e(b) “Inaccuracy Class” and § 1681g(a) “File Disclosure Class” claims under Rule 23(b)(3), while pursuing her § 1681i reinvestigation claim individually; she alleged willful violations (with negligence pleaded in the alternative) and corresponding damages theories under §§ 1681n and 1681o.

As this Court is aware, after Plaintiff filed this action, it was vigorously litigated for more than three years. The Court granted Plaintiff’s consent motion to substitute LexisNexis Risk Solutions FL Inc. for the originally named entity (with the substitution relating back to the filing date), entered a Scheduling Order, and referred settlement proceedings to Magistrate Judge Colombell. The Court also entered a stipulated protective order on March 9, 2023. Plaintiff filed an Amended Complaint on October 28, 2022, and Defendant answered on December 14, 2022. Defendant filed a motion to change venue on July 11, 2023, which the Court denied by order on November 2, 2023 after briefing and a hearing at the October 31, 2023 conference. Plaintiff then

filed a Second Amended Complaint on November 10, 2023, and Defendant answered on December 15, 2023.

After the pleadings and venue issues were litigated, the parties engaged in extensive discovery. From late 2023 into 2024, discovery disputes were overseen by Magistrate Judge Speight, including the exchange of discovery dispute charts and multiple discovery hearings (including dates spanning November–December 2023 and January–March 2024), along with production of class sampling and numerous orders addressing particular discovery requests. The parties also completed extensive deposition discovery; in addition to Plaintiff’s deposition, counsel took more than sixteen depositions of current employees of Defendant and other LexisNexis entities, accompanied by related motion practice and court orders.

Along with this discovery, motion practice proceeded toward class certification and merits-related issues. On April 15, 2024, Plaintiff filed a motion for class certification, along with a *Daubert* motion directed to Defendant’s experts and a motion in limine; Defendant filed oppositions and its own motion in limine on May 31, 2024, and the parties completed briefing in June 2024. On March 30, 2025, the Court issued a Memorandum Opinion and Order that denied class certification, ruled on *Daubert* and in limine issues, and permitted Plaintiff to seek leave to amend; Plaintiff moved for leave to file a Third Amended Complaint on April 21, 2025, which Defendant opposed.

In parallel, the Parties engaged in substantial settlement efforts before Magistrate Judge Colombell. The Court convened repeated settlement conferences—including on May 1, 2023; Nov. 3, 2023; Jan. 29, 2024; July 15, 2024; July 29, 2025; Aug. 21, 2025; and Aug. 27, 2025—with additional follow-up orders scheduling further sessions. These negotiations ultimately resulted in the class settlement now before the Court, notwithstanding LexisNexis’s defenses—

including its contention that it is not a “consumer reporting agency” and does not sell FCRA “consumer reports.” The Court preliminarily approved the class settlement on November 4, 2025. ECF No. 346.

Although the case resolved, it required significant work to reach this point and to ensure the Parties were fully informed when they engaged in settlement discussions—including substantial written discovery, depositions, and motion practice, as described above. The Settlement provides a non-reversionary \$13,500,000 common fund. It encompasses two groups of settlement class members—1,651 “Contact Members” and 58,700 “Product Members” (60,351 total). The settlement also provides a mechanism for “Contact Members” to reserve an individual claim relating to disputes/reinvestigation under 15 U.S.C. § 1681i, without surrendering any right to the automatic payment for “Contact Members” contemplated by the settlement.

#### ARGUMENT AND AUTHORITIES

##### **I. So Far, There Are No Class Member or Governmental Objections.**

Although the class notice process is unfinished because objections can be submitted until March 4, 2026 (90 days after the Notice Date of December 4, 2025), the Court has preliminarily approved the Settlement and directed the Settlement Administrator to implement the Notice Plan in accordance with the Settlement Agreement. ECF No. 346. As required by the Settlement Agreement and Preliminary Approval Order, Settlement Class Members may object by filing and serving a written objection *no later than ninety (90) days after the Notice Date*.

As of February 11, 2026, neither Plaintiff’s counsel nor the Settlement Administrator has received any objection to the settlement or the proposed fees and service award, which were disclosed in the Court-approved class notices. **Ex. 1**, Patel Decl. ¶ 20; **Ex. 2**, Bennett Decl. ¶ 26. And despite delivery of the required CAFA notice to the appropriate federal and state officials, not

one has reached out to Class Counsel to comment on the Settlement.<sup>2</sup> **Ex. 2**, Bennett Decl. ¶ 28. “Such a lack of opposition . . . strongly supports a finding of adequacy, for ‘[t]he attitude of the members of the Class, as expressed directly or by failure to object, after notice to the settlement is a proper consideration for the trial court.’” *In re MicroStrategy, Inc. Sec. Litig.*, 148 F. Supp. 2d 654, 668 (E.D. Va. 2001) (quoting *Flinn v. FMC Corp.*, 528 F.2d 1169, 1173 (4th Cir. 1975)). The lack of objection is particularly dispositive to the reasonableness of the service award and attorneys’ fees. *Berry v. Schulman*, 807 F.3d 600, 618-619 (4th Cir. 2015) (affirming fee in part because of lack of objections).

## **II. A Modest Service Award to Plaintiff Is Appropriate.**

Ms. Scroggins requests—and LexisNexis does not oppose—an award of \$7,500 for her participation and service to the Settlement Class. Although this amount is at the mid-range of the service awards requested by Class Counsel in other settlements, it is both well-earned and deserved.

Ms. Scroggins took an active role in the litigation and remained engaged throughout the lengthy litigation and settlement process. She was committed—at all points of the process—to litigate this case as a class action and to obtain relief for the Settlement Class Members whose identifying information was inaccurately associated with a “deceased” notation through LexisNexis products. **Ex. 2**, Bennett Decl. at ¶¶ 39-40. This Settlement was reached only after the Parties engaged in discovery (including the exchange of substantial documents and information) and numerous depositions, followed by sustained arm’s-length negotiations and multiple mediation sessions with Magistrate Judge Colombell. To that end, Ms. Scroggins responded to

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<sup>2</sup> If an objection is made on or before the March 4, 2026 objection deadline, Class Counsel will file a separate response.

written discovery and sat for a deposition that lasted nearly five hours. She also made herself available and/or attended the multiple settlement conferences to answer questions from Class Counsel. Ms. Scroggins has reviewed and approved the Settlement and made herself available to assist Class Counsel as needed in connection with discovery, mediation, and settlement approval.

Where class representative involvement has been as rigorous, as in this case, courts, including this one, have approved similar, and even higher, service awards than the \$7,500 award sought here. For example, in two consumer class actions, this Court has awarded \$20,000 service awards to class representatives who, like Ms. Scroggins, remained engaged in a class-action case for several years, participated in discovery, and remained in regular communication with her counsel. *Gibbs v. Stinson*, No. 3:18-cv-676, ECF No. 346 ¶ 20 (E.D. Va. Aug. 16, 2022); *Soutter v. Equifax Info. Servs., LLC*, No. 3:10-cv-107, ECF No. 247 ¶ 11 (E.D. Va. Apr. 5, 2016).<sup>3</sup> This Court routinely awards service awards in consumer class actions<sup>4</sup> and should do so here, as it was amply earned.

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<sup>6</sup> See also *Loudermilk Servs., Inc. v. Marathon Petroleum Co. LLC*, 623 F. Supp. 2d 713, 727 (S.D. W. Va. 2009) (awarding each of the five class representatives a \$25,000 service award); *Temp. Servs., Inc. v. Am. Int'l Grp., Inc.*, No. 3:08-cv-271, 2012 WL 4061537, at \*6 (D.S.C. Sept. 14, 2012) (approving \$20,000 service awards to each of the two class representatives); *In re Lorazepam & Clorazepate Antitrust Litig.*, 205 F.R.D. 369, 400 (D.D.C. 2002) (approving a service award of \$25,000 to each of the three class representatives in the case); *Van Vranken v. Atl. Richfield Co.*, 901 F. Supp. 294, 299–300 (N.D. Cal. 1995) (awarding \$50,000 to the named plaintiff); *In re Dunn & Bradstreet Credit Serv. Customer Litig.*, 130 F.R.D. 366, 374 (S.D. Ohio 1990) (awarding \$55,000 each to two named plaintiffs); *In re Janney Montgomery Scott LLC Fin. Consultant Litig.*, No. 06-3202, 2009 WL 2137224, at \*12 (E.D. Pa. July 16, 2009) (approving a service award of \$20,000 to each of the three class representatives in the case); *Garett v. Morgan Stanley DW, Inc.*, Civ. A. No. 04–1858 (S.D. Cal. Sept. 12, 2006) (order granting final approval) (awarding named plaintiffs service awards of \$20,000 each).

<sup>4</sup> See, e.g., *Hayes v. Delbert Servs. Corp.*, 3:14-cv-258 (JAG) (E.D. Va.); *Manuel v. Wells Fargo Nat'l Ass'n*, No. 3:14cv238(DJN), 2016 WL 1070819, at \*6 (E.D. Va. Mar. 15, 2016); *Beverly v. Wal-Mart Stores, Inc.*, No. 3:07-cv-469; *Williams v. Lexis Nexis Risk Mgmt.*, No. 3:06cv241; *Cappetta v. GC Servs. LP*, No. 3:08-cv-288- (E.D. Va.); *Makson v. Portfolio Recovery Assoc., Inc.*, No. 3:07cv982-HEH (E.D. Va. Feb. 9, 2009); *Daily v. NCO*, No. 3:09-cv-31; *Conley v. First Tenn.*, No. 1:10CV1247-TSE (E.D. Va.); *Lengrand v. Wellpoint*, No. 3:11-cv-333 (E.D. Va.);

**III. The Requested Attorneys' Fees and Costs Are Appropriate and Should Be Awarded.**

Class Counsel seek an award of \$4,400,000 for attorneys' fees and costs<sup>5</sup> in this case, to be paid from the \$13,500,000 non-reversionary common fund established by the Settlement. Notably, fees and costs will not be separately reimbursed—they will be taken from the \$4,400,000. Under the Settlement Agreement, Class Counsel may apply for “an amount up to thirty-three percent (33%) of the Settlement Fund,” which is \$4,455,000.00. And of course, the percentage allocated just to fees, net of costs, would be even lower.

**A. A Percentage Fee Is Appropriate and Reasonable Here.**

Rule 23(h) gives the Court authority to “award reasonable attorney’s fees and nontaxable costs that are authorized by law or by the parties’ agreement” in class actions. FED. R. CIV. P. 23(h). If the case results in a common fund for the class, the Court may award fees as a percentage of that common fund. This doctrine originates from the equitable principles of quantum meruit and unjust enrichment and aims to shift the expense of litigation from named plaintiffs, who obtained the fund’s benefits, to the absent class members, who benefit from the fund but likely contributed little, or nothing, to the process. *Brundle ex rel. Constellis Emp. Stock Ownership Plan v. Wilmington Tr., N.A.*, 919 F.3d 763, 785 (4th Cir. 2019), *as amended* (Mar. 22, 2019). As the Fourth Circuit has explained, awarding fees as a percentage of the common fund “hold[s] the

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*Henderson v. Verifications, Inc.*, No. 3:11-cv-514 (E.D. Va.); *Pitt v. K-Mart Corp.*, No. 3:11-cv-697 (E.D. Va.); *James v. Experian Info. Sols.*, No. 3:12-cv-902 (E.D. Va.); *Manuel v. Wittstadt*, No. 3:12-cv-450 (E.D. Va.); *Shami v. Middle E. Broadcast Network*, No. 1:13-cv-467 (E.D. Va.); *Goodrow v. Freidman Freidman & MacFadyen*, No. 3:11-cv-20 (E.D. Va.); *Berry v. LexisNexis Risk & Info. Analytics Grp., Inc.*, No. 3:11-cv-274 (E.D. Va.); *Marcum v. Dolgencorp*, No. 3:12-cv-108 (E.D. Va.); *Kelly v. Nationstar*, No. 3:13-cv-311 (E.D. Va.); *Wyatt v. SunTrust Bank*, No. 3:13-cv-662 (E.D. Va.).

<sup>5</sup> Plaintiff has incurred \$36,266.26 to-date in costs in this case. **Ex. 2**, Bennett Decl. at ¶ \_\_. Counsel seek slightly less than 33% permitted under the Settlement Agreement to conform to the monetary figure of \$4,400,000 set forth in the class notices. *See* ECF 344-1 at 49.

beneficiaries of a judgment or settlement responsible for compensating the counsel who obtained the judgment or settlement for them.” *Id.* at 786.<sup>6</sup>

The collective preference for the percentage method is common sense. It is easily administered and saves valuable court and party resources, which heeds the Supreme Court’s mandate that a “request for attorney’s fees . . . not result in a second major litigation.” *Hensley v. Eckerhart*, 461 U.S. 424, 437 (1983). The percentage method also aligns the interests of class counsel and the class members because it both motivates class counsel to generate the largest possible recovery for the class and rewards efficient litigation. This is because their fee increases with the class’s take, removing any incentive to run up their hours in order to obtain a higher fee. A percentage fee also encourages early settlements because class counsel will not receive additional fees for unnecessary motions or discovery. *Johnson v. Metro-Goldwyn-Mayer Studios, Inc.*, 2018 WL 5013764, at \*11 (W.D. Wash. 2018) (noting that “the percentage-of-recovery method plays an important role in aligning the interests of the class and class counsel” and “[i]n such situations, class counsel is motivated to obtain the largest tangible benefit possible, to provide for the best possible notice to the class, and to assure that the claims process is not overly burdensome”); *In re Anthem, Inc. Data Breach Litig.*, No. 15-md-02617-LHK, 2018 WL 3960068, at \*5 (N.D. Cal. 2018) (“By tying the award to the recovery of the Class, Class Counsel’s interests are aligned with the Class, and Class Counsel is incentivized to achieve the best possible result.”); *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, 991 F. Supp. 2d 437, 440 (E.D.N.Y. 2014) (“The percentage method better aligns the incentives of plaintiffs’

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<sup>6</sup> Most circuits either permit or require the percentage method. 5 NEWBERG ON CLASS ACTIONS § 15:66 (5th ed. Dec. 2020 Update). For example, the Eleventh and the District of Columbia Circuits require the use of the percentage method. *Id.* at n.6 (citing cases). The Third Circuit prefers the percentage method. *Id.* at n.7. And the First, Second, Fifth, Sixth, Eighth, Ninth, and Tenth Circuits allow district courts to use either method. *Id.* at n.5 (citing cases).

counsel with those of the class members because it bases the attorneys' fees on the results they achieve for their clients, rather than on the number of motions they file, documents they review, or hours they work."); *Swedish Hosp. Corp. v. Shalala*, 1 F.3d 1261, 1268–69 (D.C. Cir. 1993) (“using the lodestar approach in common fund cases encourages significant elements of inefficiency,” while “if a percentage-of-the-fund calculation controls, inefficiently expended hours only serve to reduce the per hour compensation of the attorney expending them”).

On the other hand, the lodestar method is time consuming and requires lawyers to submit voluminous records that courts must then review and scrutinize in detail. Furthermore, a lodestar fee motivates class counsel to increase the number of hours they spend on a case to maximize their fees, no matter if that time advances the case or class members' interests. *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 821 (3d Cir. 1995) (“[T]he lodestar method has been criticized as giving class counsel the incentive to delay settlement in order to run up fees while still failing to align the interests of the class.”). Indeed, the lodestar method is used in only a fraction of class-action cases, usually those involving fee-shifting statutes or where the settlement provides injunctive relief that cannot be reliably calculated. *See, e.g.*, Theodore Eisenberg, *Attorneys' Fees in Class Actions: 2009-2013*, 92 N.Y.U. L. REV. 937, 945 (2017) (finding that the lodestar method used only 6.29% of the time from 2009–2013, down from 13.6% from 1993–2002 and 9.6% from 2003–2008); Brian T. Fitzpatrick, *An Empirical Study of Class Action Settlements and Their Fee Awards*, 7 J. EMPIRICAL L. STUD. 811, 832 (2010) (finding that the lodestar method used in only 12% of settlements).

Although the Fourth Circuit has not explicitly required its use in class actions, the percentage method is overwhelmingly preferred by the district courts in this circuit. *Galloway v. Williams*, No. 3:19-cv-470, 2020 WL 7482191, at \*5 (E.D. Va. Dec. 18, 2020) (noting in a

comparable tribal-lending case, “Nevertheless, over time, certain customs have developed, both in the Fourth Circuit and across the country; for example, the favored method for calculating attorneys’ fees in common fund cases is the percentage of the fund method.”); *Thomas v. FTS USA, LLC*, No. 3:13-cv-825, 2017 WL 1148283, at \*3 (E.D. Va. Jan. 9, 2017) (“District Courts within this Circuit have also favored the percentage of the fund method.” (citations omitted)), *report and recommendation adopted*, No. 3:13-cv-825, 2017 WL 1147460 (E.D. Va. Mar. 27, 2017); *see also Kelly v. Johns Hopkins Univ.*, No. 1:16-cv-2835, 2020 WL 434473, at \*2 (D. Md. Jan. 28, 2020); *Seaman v. Duke Univ.*, No. 1:15-cv-462, 2019 WL 4674758, at \*2 (M.D.N.C. Sept. 25, 2019); *Cox v. Branch Banking & Tr. Co.*, No. 5:16-cv-10501, 2019 WL 164814, at \*5 (S.D. W. Va. Jan. 10, 2019) (collecting cases and stating, “[i]n sum, there is a clear consensus among the federal and state courts, consistent with Supreme Court precedent, that the award of attorneys’ fees in common fund cases should be based on a percentage of the recovery. This consensus derives from the recognition that the percentage of fund approach is the better-reasoned and more equitable method of determining attorneys’ fees in such cases”); *Krakauer v. Dish Network, LLC*, No. 14-333, 2018 WL 6305785, at \*2 (M.D.N.C. Dec. 3, 2018); *Phillips v. Triad Guar. Inc.*, No. 1:09-cv-71, 2016 WL 2636289, at \*2 (M.D.N.C. May 9, 2016); *Archbold v. Wells Fargo Bank, N.A.*, No. 13-24599, 2015 WL 4276295, at \*5 (S.D. W. Va. July 14, 2015) (“[T]he Court concludes that there is a clear consensus . . . that the award of attorneys’ fees in common fund cases should be based on a percentage of the recovery.”).

The Fourth Circuit has not established a benchmark for fee awards in common-fund cases. Class Counsel is requesting slightly less than a 33% fee—consistent with what the parties agreed would be sought under the Settlement Agreement. This is well within the 25-to-40-percent range

that courts within the Fourth Circuit have held appropriate.<sup>7</sup> It is also within the appropriate range found by the comprehensive study of attorneys' fees in class action cases. Theodore Eisenberg & Geoffrey P. Miller, *Attorney Fees in Class Action Settlements: An Empirical Study*, 1 J. EMPIRICAL LEGAL STUDIES 27, 31, 33 (2004) (noting "a remarkable uniformity in awards between roughly 30% to 33% of the settlement amount."). This Court has approved several class action settlements with a one-third fee award. *Gibbs v. Stinson*, No. 3:18-cv-676, ECF No. 346 ¶ 19 (E.D. Va. Aug. 16, 2022); *Gibbs v. Plain Green, LLC*, No. 3:17-cv-495, ECF No. 141 ¶ 24 (E.D. Va. Dec. 13, 2019); *Gibbs v. TCV V, L.P.*, No. 3:19-cv-789, ECF No. 95 at 11–13 (E.D. Va. Mar. 29, 2021); *Gibbs v. Rees*, No. 3:20-cv-717, ECF No. 68 at 9-11 (E.D. Va. Mar. 26, 2021). In addition, Judge Payne awarded a 33% fee award in a consumer class action, holding: "A percentage award of 33% of a common fund is a bit on the high side for this circuit and in general, but it is certainly not outside of the realm of reasonable percentage awards, particularly given that the award will be inclusive of costs." *Galloway v. Williams*, No. 3:19-cv-470, 2020 WL 7482191, at \*11 (E.D. Va. Dec. 18, 2020) (citing *In re Celebrex (Celecoxib) Antitrust Litig.*, No. 2:14-cv-361, 2018 WL 2382091, at \*5 (E.D. Va. Apr. 18, 2018)).

And in consumer class actions like this one, there is a great deal of work necessary post-approval. This case is no exception. After Final Approval, Class Counsel still monitor the

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<sup>7</sup> Indeed, "empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in the class actions average around one-third of the recovery." 4 Newberg *on Class Actions* § 14:6 (4th ed.); see also *In re Rite Aid Corp. Sec. Litig.*, 146 F. Supp. 2d 706, 735 (E.D. Pa. 2001) (review of 289 class action settlements shows "average attorney's fees percentage [of] 31.31%" with a median value that "turns out to be one-third"). In an analysis of such historic patterns, Silber and Goodrich explained that empirical evidence does not necessarily establish what a court should do in any given case, but it does provide guidance to the court in determining whether a fee is reasonable. Reagan W. Silber & Frank E. Goodrich, *Common Funds and Common Problems: Fee Objections and Class Counsel's Response*, 17 REV. LITIG. 525, 545–46 (1998).

reservation and payment process, will implement the settlement, communicate with class members, and assist class members with any remaining issues they have obtaining settlement relief. In other words, any lodestar multiplier (discussed below) will reduce because the fee award will not be fixed, whereas Class Counsel's work will continue. As Judge Novak held in a similar case: "I am going to approve that. It represents 33 percent of the monetary value. The lodestar multiplier is 3.86, but believing that number is going to fall for the reasons you just said about the continuing work." *Turner v. ZestFinance, Inc.*, No. 3:19-cv-293, ECF No. 116 at 16:1-5 (E.D. Va. Aug. 4, 2020).

As with any class case that they agree to take on, Class Counsel live by the result that they obtain for the Class Members. Even though the fee here is large, Class Counsel has consistently advocated for fees based on the percentage method, even when it results in a small fee well below their lodestar. *Milbourne v. JRK Residential Am., LLC*, No. 3:12-cv-861, ECF No. 324 at 4 (E.D. Va. Jan. 4, 2017) ("Class Counsel's estimated lodestar accumulated in this case is more than six times this award, resulting in a negative multiplier."); *Mayfield v. Memberstrust Credit Union*, No. 3:07-cv-506, ECF No. 22 at 2 (E.D. Va. Nov. 7, 2008) (fees and costs award of \$8,753); *Thomas v. FTS USA, LLC*, No. 3:13-cv-825, 2017 WL 1148283, at \*3 (E.D. Va. Jan. 9, 2017), *report and recommendation adopted*, No. 3:13-cv-825, 2017 WL 1147460 (E.D. Va. Mar. 27, 2017); *Conley v. First Tennessee*, No. 1:10-cv-1247, ECF No. 37 at 4 ¶ 10 (E.D. Va. Aug. 18, 2011) (300 consumers and fee of \$20,000); *Lengrand v. Wellpoint*, No. 3:11-cv-333, ECF Nos. 37, 42 (E.D. Va. Nov. 13, 2012) (counsel requested only 20% of the class recovery, \$8,550, because of the small class size). In each case, the standards of Rule 23 demanded that Class Counsel represent the interest of the class with the same attention, zeal, and competence whether the class is in the

millions or not. In this case, where Class Counsel bore the risk of the litigation and advanced significant funds to advance the litigation, the requested fee is reasonable.

**B. A Cross-Check Against Class Counsel’s Lodestar Confirms the Requested Fee Is Reasonable.**

A cross-check is not required to determine the fairness of a fee when the percentage method is used. Courts, however, have at times used a lodestar estimate as a cross-check in assessing Class Counsel’s fee request. MANUAL FOR COMPLEX LITIGATION (FOURTH) § 21.724. As this Court recognized, “where used as a mere cross-check, the hours documented by counsel need not be exhaustively scrutinized by the district court.” *Galloway v. Williams*, No. 3:19-cv-470, 2020 WL 7482191, at \*11 (E.D. Va. Dec. 18, 2020).

Here, the requested award includes both attorneys’ fees and costs. For fees, Class Counsel estimates that its combined lodestar is \$1,000,975. Ex. 2, Bennett Decl. ¶ 29.<sup>8</sup> Class Counsel has also incurred \$36,266.26 in unreimbursed expenses. These costs include filing fees, process server fees, expert witness fees, court reporting fees, transcript costs, FedEx charges, and other compensable costs incurred litigating this case. Ex. 2, Bennett Decl. ¶ 32. As a result, the total estimated fees and costs Class Counsel has incurred to obtain this Settlement is \$1,037,241.26. Of course, Class Counsel will continue to accrue more time since Class Counsel is committed to complete all post-approval work, regardless of the actual time incurred.

The requested \$4,400,000 for fees and costs represents a 4.24 multiplier for Class Counsel. In light of the Settlement’s benefits, this multiplier is reasonable. *Berry v. Schulman*, 807 F.3d 600, 617 n.9 (4th Cir. 2015) (noting that using the lodestar method, “the district court multiplies the number of hours worked by a reasonable hourly rate. And it can then adjust the lodestar figure

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<sup>8</sup> Counsel’s hourly rates are reasonable. Ex. 2, Bennett Decl. ¶¶ 35-38.

using a ‘multiplier’ derived from a number of factors, such as the benefit achieved for the class and the complexity of the case.”) This multiplier is well-within, if not below, the range approved in other settlements both in the Fourth Circuit and nationally.<sup>9</sup> In fact, this Court recently approved a 4.33 multiplier in another consumer class-action case, that was equally complex and hard fought as this matter. *Hengle v. Asner*, No. 3:19-cv-250, ECF No. 230 (E.D. Va. Oct. 25, 2022). Particularly given the result achieved, the requested fee is reasonable and appropriate.

### CONCLUSION

While there remains time in the objection period, no class member or governmental entity has yet commented on or objected to the requested attorneys’ fees award. This strongly suggests the requested attorneys’ fees and costs are reasonable, and they are well within the range typically awarded by this Court in similar cases. The requested service award was also well earned by Ms. Scroggins. For these reasons, Plaintiff asks that this Court grant her Motion for Attorneys’ Fees, Costs, and Class Representative Service Award.

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<sup>9</sup> 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. 7:03-2141, 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*, Case No. 3:17-cv-01280-BAS-RBB (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-04014-RO (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.”).

Respectfully submitted,

**KERRY JENNIFER SCROGGINS**

By:     /s/Leonard A. Bennett      
Leonard A. Bennett, VSB #37523  
Craig C. Marchiando, VSB #89736  
**CONSUMER LITIGATION ASSOCIATES, P.C.**  
763 J. Clyde Morris Blvd., Ste. 1-A  
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*Counsel for Plaintiff*

# EXHIBIT 1

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINIA

KERRY JENNIFER SCROGGINS, on behalf of  
herself and all others similarly situated,

Plaintiff,

v.

LEXISNEXIS RISK SOLUTIONS FL INC.,

Defendant.

NO. 3:22-cv-00545-MHL-SLS

**DECLARATION OF RITESH PATEL  
RE: NOTICE IMPLEMENTATION**

I, RITESH PATEL, declare the following to be true and correct:

1. I am a member of Continental DataLogix LLC (“Continental”), which was appointed as the Settlement Administrator in this case pursuant to the Order Preliminarily Approving Settlement and Directing Notice to Class (“Order”) dated November 4, 2025.

2. As set forth below, Continental disseminated notice to Settlement Class Members in accordance with the Order, and I oversaw this process.

**CAFA Notice**

3. On October 13, 2025, pursuant to 28 U.S.C. §1715, at the direction of counsel for the Defendant, Continental caused Notice of this Settlement and related materials (“CAFA Notice”) to be sent to 57 federal and state officials (the Attorney General of the United States and the Attorneys General of each of the 50 states, the District of Columbia, and the United States Territories).

**Settlement Class Member Data**

4. Continental was provided with 2 data files containing names and contact information, if available, for 1,651 Contact Members and 58,700 Product Members.

5. In preparation for the dissemination of the Notice, Continental processed the Class List through Accurant, a LexisNexis search service, to update mailing addresses and locate email addresses for those Settlement Class Members if available. After this research, contact information was unlocatable for 5 Contact Members.

**Notice Emailing and Mailing**

6. Of the 1,651 Contact Members and 58,700 Product Members on the mailing list, valid email addresses were available for 1,433 Contact Members and 52,124 Product Members. On December 4, 2025, Continental arranged for the transmission of the Contact Email Notice (“Exhibit A”) to 1,433 Contact Members and the Product Email Notice (“Exhibit B”) to 52,124 Product Members in both English and Spanish. Confirmation was received that 85 Contact Members and 1,844 Product Members opened the Email Notices that were sent to them.

7. Consistent with the Settlement Agreement, Continental arranged to send Mail Notice to all Class Members whose Email Notice remained unopened in addition to any Class Members for whom a valid email address was not available.

8. In preparation for sending the Mail Notice, Continental processed the mailing addresses through the United States Postal Service’s (“USPS”) National Change of Address (“NCOA”) database. The NCOA process provided updated addresses for Class Members who have submitted a change of address with the USPS in the last 48 months, and the process also standardized the addresses for mailing. Continental then prepared a mail file of Class Members that were to receive the notices via First Class Mail.

9. On December 24, 2025, Continental mailed the Contact Notice (“Exhibit C”) to 1,561 Contact Members, after removing 85 Contact Members who opened the Email Notice and

5 Contact Members for whom no contact information was available, from the original total of 1,651 Contact Member.

10. On December 24, 2025, Continental mailed the Product Notice (“Exhibit D”) to 56,856 Product Members, after removing 1,844 Product Members who received and opened the Email Notice, from the original total of 58,700 Product Members.

11. As of the close of business on February 9, 2026, Continental received 1 Contact Notice and 197 Product Notices returned by the USPS as undeliverable with a forwarding address. Notices are promptly remailed to updated addresses on a rolling basis as they are received and processed.

12. As of the close of business on February 9, 2026, Continental received 104 Contact Notices and 6,291 Product Notices returned by the USPS as undeliverable with no forwarding address. After address research, addresses for 60 Contact Notices and 2,424 Product Notices were updated. Notices are promptly remailed to updated addresses on a rolling basis as they are received and processed.

**Notice Summary**

13. In summary, the total number of Class Members who are presumed to have successfully received Notice is as follows:

<b><u>PRODUCT CLASS MEMBERS</u></b>	
Original Mailing List:	<b>58,700</b>
Less: No Contact Information	( 0) <u>58,700</u>
Email Notices Opened	1,844
Mailed Notice	56,856
Less: Undeliverables:	<u>(3,867)</u> <u>52,989</u>
Total presumed delivered:	<u>54,833</u> <u>93.4%</u>

**CONTACT CLASS MEMBERS**

Original Mailing List:	<b>1,651</b>	
Less: No Contact Information	<b>( 5)</b>	<b><u>1,646</u></b>
 Email Notices Opened		 85
 Mailed Notice	 1,561	
Less: Undeliverables:	<b><u>(44)</u></b>	<b><u>1,517</u></b>
 Total presumed delivered:		 <b><u>1,602</u> <u>97.3%</u></b>

**Settlement Website**

14. Continental created and made a Settlement Website ([www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com)) available on November 24, 2025. The Settlement Website provides answers to frequently asked questions, the ability to file a claim form online, and contains the following:

- Settlement Agreement
- Preliminary Approval Order
- Product and Contact Notices in English and Spanish
- Claim Form (downloadable)
- Reservation Request Form
- Contact Information for the Settlement Administrator
- Important Dates

**Claim Filing and Settlement Class Member Communications**

15. As of the close of business on February 9, 2026, Continental has received 411 email inquiries and 63 telephone inquiries.

16. The deadline to submit a Claim form is 60 days after the Effective Date. As of the close of business on February 9, 2026, Continental has received 1,207 online Claim forms and 1,027 mailed Claim forms.

17. The deadline to submit a Reservation Request form is March 4, 2026. As of the close of business on February 9, 2026, Continental has received 8 Reservation Request forms from Class Members. We have received an additional 4 Reservation Request forms from individuals who do not appear to be Class Members.

**Exclusion Requests and Objections**

18. The postmark deadline for requesting exclusion from the Class or filing a written notice of objection is March 4, 2026.

19. As of the close of business on February 9, 2026, Continental has not received any exclusion requests.

20. As of the close of business on February 9, 2026, Continental has not received any objections to the Settlement.

I declare under the penalty of perjury that the foregoing is true and correct. Executed on this 9th day of February 2026.



\_\_\_\_\_  
Ritesh Patel

# Exhibit A

**From:** [Scroggins v. LNRS FL Settlement Administrator](#)  
**To:**  
**Subject:** Important notice of your rights in a class action settlement – Scroggins v. LexisNexis Risk Solutions FL Inc.  
**Date:**

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Claim Number:

PIN Number:

**If You were Reported as Deceased on a LexisNexis Risk Solutions FL Inc. Report, a Proposed Class Action Settlement May Affect Your Rights**

A federal court authorized this Notice. This is not a solicitation from a lawyer.

***YOU HAVE BEEN IDENTIFIED AS A PRODUCT MEMBER***

***Español disponible a continuación***

ID #

A Settlement has been reached in a class action lawsuit involving death records reported by LexisNexis Risk Solutions FL Inc. (“LexisNexis FL” or “Defendant”). You could receive a cash payment from a \$13,500,000 Settlement.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	You will remain a member of the Settlement Class BUT WILL NOT receive a cash payment. You will give up rights to ever sue Defendant and other related parties about the legal claims that are in or could have been brought in this lawsuit, and any claims under the Fair Credit Reporting Act or its state law equivalents.
<b>SUBMIT A CLAIM FORM</b>	If you truthfully submit a Claim Form to affirm or swear that you are the person identified in this Notice and you are alive, YOU WILL receive a cash payment as explained in this Notice. You will give up rights to ever sue Defendant and other related parties about the legal claims that are in or could have been brought in this lawsuit, and any claims under the Fair Credit Reporting Act or its state law equivalents (unless you send a Reservation Request form as noted below).
<b>EXCLUDE YOURSELF</b>	You can opt out of the Settlement and you will not be eligible for any benefits, including any cash payments. This is the only option that allows you to keep any rights you have to bring, or to become part of, another lawsuit involving the claims being settled. There is no guarantee

	that another lawsuit would be successful or would lead to a larger or better recovery than this Settlement.
<b>SEND A RESERVATION REQUEST FORM</b>	If you have an individual claim because you made a dispute of an inaccurate report to LexisNexis FL, you may reserve that claim (assuming it is not otherwise already barred) by submitting a "Reservation Request" form. You will still receive the cash payment if you submit the Reservation Request form, but will also retain your right to bring a new individual lawsuit for an alleged violation of 15 U.S.C. § 1681i for certain damages on your own.
<b>OBJECT TO THE SETTLEMENT</b>	If you do not exclude yourself from the Settlement, you may write to the Court about why you don't like the Settlement or why the Court should not approve it.

**1. What is this case about?**

This Notice is to advise you that a settlement has been reached in a class action lawsuit. Plaintiff Kerry Jennifer Scroggins ("Plaintiff") sued LexisNexis FL, alleging that it reported that Plaintiff and other consumers were deceased when they were alive. Plaintiff claims these reports violated the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq. ("FCRA").

Defendant denies any claim of wrongdoing and denies that its reports are governed by the FCRA. However, the parties have reached a settlement. This Notice is designed to advise you regarding the terms of that Settlement.

**2. Why is this a class action settlement?**

In a class action, one or more people called Class Representatives (in this case, Plaintiff Kerry Jennifer Scroggins) sue on behalf of a group or "class" of people who have similar claims. In this case, Plaintiff sued LexisNexis FL and contended that what happened to her also happened to many other people, which are referred to as "Class Members."

**3. Who is included in the Settlement?**

This Settlement includes two groups of Class Members known as Contact Members and Product Members.

I. Contact Members are all persons who:

- (1) contacted LexisNexis FL to inquire about a deceased notation on a LexisNexis FL product from August 11, 2017 to November 4, 2025, and
- (2) LexisNexis FL has a record of the inquiry which identifies it as related to or comparable to "deceased," "death" or "dead."

II. Product Members are all persons about whom:

- (1) an identity verification and/or fraud prevention transaction was run

from August 11, 2017 to November 4, 2025,

(2) for which LexisNexis FL has a record that the transaction returned a deceased notation,

(3) LexisNexis FL's system reflected a deceased notation associated with that person's identifying information that was received from the national credit reporting agencies, and

(4) the person is not deceased.

## ***YOU HAVE BEEN IDENTIFIED AS A PRODUCT MEMBER***

### **4. What does the Settlement provide?**

LexisNexis FL has agreed to establish a \$13,500,000.00 settlement fund for payments to qualified Rule 23(b)(3) Settlement Class Members, attorneys' fees and costs, service award to the Named Plaintiff, and notice and administration costs. After settlement administration costs, attorneys' fees and costs (capped at 33.33%), and an award to Plaintiff for serving as Class Representative (capped at \$7,500.00) are deducted, the remaining funds will be evenly distributed among all eligible Class Members. Class Members will each receive no less than \$150, and could receive \$1,000 or more, but the precise amount of the payment will depend on the number of Product Members that submit a claim and the Court's decision with respect to a Class Representative award, attorneys' fees and costs.

The amount of the cash payment will be the same for all Class Members: There are approximately 1,700 Contact Members and 59,000 Product Members. The total settlement fund after the payment of attorneys' fees, service award and costs will be divided equally between each Contact Member and each Product Member who submits a Claim Form.

### **5. How do I get a payment?**

If you are a Product Member, you need to file a Claim Form to receive your Settlement Payment. The deadline to file your Claim Form is **May 15, 2026**. This deadline is subject to change. Please check the settlement website for any changes to the claim filing deadline. A copy of the Claim Form may be found online at [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com).

Payments will be made to Class Members after, and only if, the Court grants "final approval" to the Settlement and any appeals are resolved. It is always uncertain whether appeals will be filed and whether they can be resolved—and resolving them can take time. Please be patient. You can visit [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com) to check on the progress of the Court-approval process.

### **6. What am I giving up to receive these benefits?**

If you do nothing, your rights will be affected.

If you do not exclude yourself, you will not be able to sue LexisNexis FL and other released parties for any claim you have before the Effective Date of the Settlement based upon the legal claims that are in or could have been brought in this lawsuit, and any claims under the Fair Credit Reporting Act or

its state law equivalents.

Each member of the Rule 23(b)(3) Settlement Class and his or her respective spouses, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors, assigns, who has not excluded him or herself from the Settlement or submitted a Reservation Request, will be conclusively deemed to have fully, finally, and forever settled, released and discharged all the Released Parties of and from all claims arising before the Effective Date, whether known or unknown, which the Rule 23(b)(3) Settlement Class Member ever had or now has that were pleaded in the Complaint (including as amended) or that, whether or not pleaded in the Complaint (including as amended), could be predicated on the same allegations, acts, omissions, facts, events, matters, conduct or transactions alleged in the Complaint (including as amended), and any claims under the Fair Credit Reporting Act or FCRA State Equivalents.

You will be releasing or giving up your released claims against each of LexisNexis FL's past and present employees, parents, subsidiaries and affiliate corporations or other business entities (including without limitation LexisNexis Risk Solutions Inc. and LexisNexis Risk Data Management, LLC), members, officers, directors, employees, agents, customers, resellers, vendors, licensors, independent contractors, other contractors, personal representatives, insurers, attorneys and assigns. Vendors, resellers and customers are released solely as to conduct or omissions entirely derivative of claims against LexisNexis FL or other parent, subsidiary or affiliate.

#### **7. Can I keep my right to bring an individual FCRA lawsuit?**

If you want to reserve your right to pursue an individual claim for actual and/or punitive damages for an alleged violation of 15 U.S.C. § 1681i, excluding any claim for statutory damages, and excluding pursuit of that claim on a class action or mass action basis, you must submit a Reservation Request.

If you submit a Reservation Request and also a Claim Form, you will still receive a cash payment from this Settlement and you will still give up (release) other claims covered by this Settlement.

To submit a Reservation Request, you must send either the Reservation Request Form (available at [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com)) or a signed letter that includes:

- Your full name
- Your current mailing address
- Your current telephone number
- Your original signature

Send your Reservation Request by mail to the following address:

*Scroggins v. LNRS FL*  
c/o Settlement Administrator  
P.O. Box 16  
West Point, PA 19486

Or by email to: [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com)

Your Reservation Request must be postmarked (if mailed) or sent (if emailed) no later than March 4, 2026.

#### **8. How do I get out of the Settlement?**

If you do not want to receive a payment from this Settlement and instead would prefer to keep all of your rights to file your own lawsuit against Defendant for the claims at issue in this case, you must take steps to exclude yourself from this Settlement. To do this, you must send a letter by mail stating the following or similar: "I want to be excluded from the Settlement Class in *Scroggins v. LNRS FL*." Be sure to also include your name, your signature, current mailing address, and current telephone number.

You must mail your signed exclusion request so that it is received no later than March 4, 2026, and send it to the following address:

*Scroggins v. LNRS FL*  
c/o Settlement Administrator  
P.O. Box 16  
West Point, PA 19486

Note: If you exclude yourself from this Settlement, the time you have in which to file your own lawsuit (called the "statute of limitations") will continue to run. Your claim may have already expired.

#### **9. Do I have a lawyer in this case?**

The Court has named the following lawyers as Class Counsel:

Leonard Anthony Bennett  
Drew Sarrett  
Consumer Litigation Associates, P.C.  
763 J Clyde Morris Boulevard  
Suite 1-A  
Newport News, VA 23601

If you want to be represented by your own lawyer, you may hire one at your own expense.

#### **10. How will the lawyers be paid?**

Class Counsel will ask the Court for an award of up to one-third (33.33%) of the total settlement fund—or attorneys' fees and costs of no more than \$4,400,000.00. This award is subject to Court approval and will be considered after Class Counsel submits affidavits detailing their experience, litigation expenses, billing rates, and time spent prosecuting the case, among other things.

#### **11. How do I tell the Court that I do not like and object to the Settlement?**

If you are a Class Member, you may send a written statement of reasons why you believe the Settlement is unfair or should not be approved by the Court. Written objections must be personally signed and include: (i) each objection you are raising and the specific legal and factual bases for each objection; and (ii) proof that you are a member of the Settlement Class by providing

your name, address, and telephone number.

If you are submitting an objection through an attorney, you must also include: (i) the identity, mailing address, email address, fax number, and phone number for your attorney; (ii) a statement of whether you intend to appear at the final approval hearing; and (iii) a written statement detailing the specific basis for each objection.

All evidence and legal support a Class Member wishes to use to support an objection must be sent to the following address by the Objection Deadline of March 4, 2026:

*Scroggins v. LNRS FL*  
c/o Settlement Administrator  
P.O. Box 16  
West Point, PA 19486

## **12. Where and when is the final approval hearing?**

The Court will hold a final approval hearing on March 16, 2026 at 11:00 a.m. Eastern Time to consider whether to approve the Settlement and request for attorneys' fees and service award to Plaintiff in an amount of \$7,500. The hearing will be held in the United States District Court for the Eastern District of Virginia, Richmond Division, 701 E Broad St., Richmond, VA 23219. The purpose of the hearing will be for the Court to determine whether the proposed Settlement is fair, reasonable and adequate. At that hearing the Court will be available to hear any objections and arguments concerning the fairness of the proposed Settlement. The hearing may be postponed to a later date without notice

**YOU ARE NOT REQUIRED TO ATTEND THE HEARING, BUT MAY ATTEND IF YOU WISH.**

## **13. How do I get more information?**

This Notice is only a summary of the Settlement. More details about this Settlement, relevant dates, and your rights are available in a longer document called the Settlement Agreement.

You can get a copy of the entire Settlement Agreement by visiting [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com). The website also provides answers to commonly asked questions, plus other information, to help you determine whether you are a Settlement Class Member. In addition, some of the key documents in the case will be posted on the website.

You also may write with questions to the Settlement Administrator at *Scroggins v. LNRS FL*, c/o Settlement Administrator, P.O. Box 16, West Point, PA 19486, email [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com), or call the toll-free number, (833) 319-2038.

**PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

Questions? Call (833) 319-2038, visit [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com), or e-mail [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com)

**Si se le notificó como fallecido en un informe de LexisNexis Risk Solutions FL Inc., una Conciliación propuesta en una demanda colectiva puede afectar sus derechos**

Un tribunal federal autorizó este aviso. Este documento no es una oferta de servicios de un abogado.

**SE LE HA IDENTIFICADO COMO MIEMBRO DEL PRODUCTO**

Se ha alcanzado una Conciliación en una demanda colectiva que involucra registros de defunción informados por LexisNexis Risk Solutions FL Inc. ("LexisNexis FL" o "Demandado"). Podría recibir un pago en efectivo de una Conciliación de \$13,500,000.

<b>SUS DERECHOS Y OPCIONES LEGALES EN ESTA CONCILIACIÓN</b>	
<b>NO HACER NADA</b>	Usted seguirá siendo miembro del Grupo de Conciliación, PERO NO recibirá un pago en efectivo. Usted renunciará a los derechos de demandar alguna vez al Demandado y a otras partes relacionadas sobre las reclamaciones legales que están o podrían haber sido presentadas en este litigio, y cualquier reclamación en virtud de la Ley de Igualdad de Informes de Crédito o sus equivalentes en la ley estatal.
<b>PRESENTAR UN FORMULARIO DE RECLAMACIÓN</b>	Si usted presenta con sinceridad un Formulario de reclamación para confirmar o jurar que usted es la persona identificada en este Aviso y que está vivo, RECIBIRÁ un pago en efectivo, como se explica en este Aviso. Usted renunciará a los derechos de demandar alguna vez al Demandado y a otras partes relacionadas sobre las reclamaciones legales que están o podrían haber sido presentadas en este litigio, y cualquier reclamación en virtud de la Ley de Igualdad de Informes de Crédito o sus equivalentes en la ley estatal (a menos que envíe un formulario de solicitud de reserva como se indica a continuación).
<b>EXCLUIRSE</b>	Puede optar por excluirse de la Conciliación, y no será elegible para ningún beneficio, incluidos los pagos en efectivo. Esta es la única opción que le permite conservar cualquier derecho que tenga para entablar o formar parte de otra demanda que involucre los reclamos que se resuelven. No hay garantía de que otra demanda tenga éxito o conduzca a una recuperación mayor o mejor que la de esta Conciliación.

<b>ENVIAR UN FORMULARIO DE SOLICITUD DE RESERVA</b>	Si tiene una reclamación individual porque ha hecho una disputa de un informe inexacto a LexisNexis FL, puede reservar esa reclamación (suponiendo que no esté ya prescrita) enviando un formulario de "Solicitud de reserva". Usted aún recibirá el pago en efectivo, si presenta el formulario de Solicitud de reserva, pero también conservará su derecho a iniciar una nueva demanda individual por una presunta infracción del título 15 del Código de Estados Unidos (United States Code, U.S.C.) § 1681i por ciertos daños y perjuicios por su cuenta.
<b>OBJETAR LA CONCILIACIÓN</b>	Si no se excluye de la Conciliación, puede escribir al Tribunal sobre por qué no le gusta la Conciliación o por qué el Tribunal no debería aprobarlo.

### 1. ¿De qué se trata este caso?

El objetivo de este Aviso es informarle que se ha alcanzado una conciliación en una demanda colectiva. La Demandante Kerry Jennifer Scroggins ("Demandante") demandó a LexisNexis FL, alegando que esta informó que la Demandante y otros consumidores fallecieron cuando estaban vivos. La Demandante afirma que estos informes violaron la Ley de Informes Justos de Crédito, título 15 del U.S.C., § 1681, y ss. (Fair Credit Reporting Act, "FCRA").

El Demandado niega cualquier reclamación de delitos y niega que sus informes se rijan por la FCRA. Sin embargo, las partes han llegado a una conciliación. Este Aviso está diseñado para informarle sobre los términos de esa Conciliación.

### 2. ¿Por qué es esta una conciliación de una demanda colectiva?

En una demanda colectiva, una o más personas, denominadas Representantes del Grupo (en este caso, la demandante Kerry Jennifer Scroggins) demandan en nombre de un grupo o "clase" de personas que tienen reclamaciones similares. En este caso, la Demandante demandó a LexisNexis FL y sostuvo que lo que le sucedió a ella también le sucedió a muchas otras personas, que se denominan "Miembros del Grupo".

### 3. ¿Quién está incluido en la Conciliación?

Esta Conciliación incluye dos grupos de Miembros del Grupo conocidos como Miembros de Contacto y Miembros del Producto.

I. Los Miembros de contacto son todas las personas que:

- (1) se pusieron en contacto con LexisNexis FL para preguntar sobre una anotación de fallecimiento en un producto LexisNexis FL desde el 11 de agosto de 2017 hasta el 4 de noviembre de 2025, y

(2) LexisNexis FL tiene un registro de la investigación que la identifica como relacionada o comparable a “fallecido”, “muerte” o “difunto”.

II. Los Miembros del producto son todas personas sobre las que:

(1) se ejecutó una transacción de verificación de identidad y/o prevención de fraude desde el 11 de agosto de 2017 hasta el 4 de noviembre de 2025,

(2) para la que LexisNexis FL tiene un registro de que la transacción devolvió una anotación de fallecido,

(3) el sistema de LexisNexis FL reflejó una anotación de fallecido asociada con la información de identificación de esa persona que se recibió de las agencias nacionales de informes de crédito, y

(4) la persona no ha fallecido.

### ***SE LE HA IDENTIFICADO COMO MIEMBRO DEL PRODUCTO***

#### **4. ¿Qué establece la Conciliación?**

LexisNexis FL ha acordado establecer un fondo de conciliación de \$13,500,000.00 para pagos a Miembros del Grupo calificados de la Norma 23(b)(3), honorarios de abogados y costos, adjudicación por servicios al Demandante Nombrado y costos de notificación y administración. Después de los costos de administración de la conciliación, se deducen los honorarios y costos de abogados (con un límite del 33.33%) y una adjudicación a la Demandante por desempeñarse como Representante del Grupo (con un límite de \$7,500.00), los fondos restantes se distribuirán uniformemente entre todos los Miembros del Grupo elegibles. Los Miembros del Grupo recibirán cada uno no menos de \$150 y podrían recibir \$1,000 o más, pero el importe exacto del pago dependerá del número de Miembros del producto que presenten una reclamación y de la decisión del Tribunal con respecto al otorgamiento a la Representante del Grupo, honorarios de abogados y costos.

El importe del pago en efectivo será el mismo para todos los Miembros del Grupo: Hay aproximadamente 1,700 Miembros de contacto y 59,000 Miembros del producto. El fondo de conciliación total después del pago de los honorarios de los abogados, la adjudicación de servicios y los costos se dividirán equitativamente entre cada Miembro de contacto y cada Miembro del producto que presente un Formulario de reclamación.

#### **5. ¿Cómo obtengo un pago?**

Si usted es un Miembro del producto, debe presentar un Formulario de reclamación para recibir su Pago de la Conciliación. La fecha límite para presentar su Formulario de reclamación es el **15 de mayo de 2026**. Esta fecha límite está sujeta a cambios. Consulte el sitio web de la conciliación para ver si hay cambios en la fecha límite de presentación de reclamaciones. Puede encontrar una copia del Formulario de reclamación en línea en [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com).

Los pagos se realizarán a los Miembros del Grupo después, y solo si, el

Tribunal otorga la “aprobación final” a la Conciliación y se resuelven todas las apelaciones. Siempre es incierto si las apelaciones se presentarán y si se pueden resolver, y resolverlas puede llevar tiempo. Sea paciente. Puede visitar [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com) para comprobar el progreso del proceso de aprobación judicial.

#### **6. ¿A qué renuncio para recibir estos beneficios?**

Si no hace nada, sus derechos se verán afectados.

Si no se excluye, no podrá demandar a LexisNexis FL ni a otras partes eximidas por ninguna reclamación que tenga antes de la Fecha de entrada en vigor de la Conciliación sobre la base de las reclamaciones legales que se presentan o podrían haberse presentado en este litigio, y cualquier reclamación en virtud de la Ley de Informes de Crédito Justos o sus leyes estatales equivalentes.

Cada miembro del Grupo de Conciliación de la Norma 23(b)(3) y sus respectivos cónyuges, herederos, albaceas, administradores, representantes, agentes, abogados, socios, sucesores, predecesores, cesionarios, que no se haya excluido de la Conciliación ni haya presentado una Solicitud de reserva, se considerará que, de forma concluyente, ha finalmente, y para siempre conciliado, exonerado y eximido a todas las Partes exoneradas de todas las reclamaciones que surjan antes de la Fecha de entrada en vigor, ya sean conocidas o desconocidas, que el Miembro del Grupo de Conciliación de la Norma 23(b)(3) haya presentado o presente que se alegó en la Demanda (incluidas las modificaciones) o que, si se alega o no en la Demanda (incluidas las modificaciones), podría basarse en las mismas alegaciones, actos, omisiones, hechos, eventos, cuestiones, conducta o transacciones alegadas en la Demanda (incluidas las modificaciones), y cualquier reclamación en virtud de la Ley de Informes de Crédito Justos o los Equivalentes Estatales de la FCRA.

Usted liberará o renunciará a sus reclamaciones exoneradas contra cada uno de los empleados, empresas matrices, subsidiarias y filiales anteriores y actuales de LexisNexis FL u otras entidades comerciales (incluidos, entre otros, LexisNexis Risk Solutions Inc. y LexisNexis Risk Data Management, LLC), socios, ejecutivos, directores, empleados, agentes, clientes, revendedores, proveedores, licenciantes, contratistas independientes, otros contratistas, representantes personales, aseguradoras, abogados y cesionarios. Los proveedores, revendedores y clientes se exoneran únicamente en cuanto a la conducta u omisiones totalmente derivadas de reclamaciones contra LexisNexis FL u otra empresa matriz, subsidiaria o filial.

#### **7. ¿Puedo conservar mi derecho a entablar una demanda individual de la FCRA?**

Si desea reservarse su derecho a presentar una reclamación individual por daños y perjuicios reales o punitivos por una presunta infracción del título 15 del U.S.C., § 1681i, excluyendo cualquier reclamación por daños y perjuicios legales, y excluyendo entablar dicha reclamación en una demanda colectiva o acción masiva, debe presentar una Solicitud de reserva.

Si envía una Solicitud de reserva y también un Formulario de reclamación, seguirá recibiendo un pago en efectivo de esta Conciliación y seguirá

renunciando (liberando) a otras reclamaciones cubiertas por esta Conciliación.

Para enviar una Solicitud de reserva, debe enviar el Formulario de solicitud de reserva (disponible en [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com)) o una carta firmada que incluya:

- Su nombre completo
- Su dirección postal actual
- Su número de teléfono actual
- Su firma original

Envíe su Solicitud de reserva por correo postal a la siguiente dirección:

*Scroggins v. LNRS FL*  
c/o Settlement Administrator  
P.O. Box 16  
West Point, PA 19486

O bien, por correo electrónico a: [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com)

Su Solicitud de reserva debe tener un matasellos (si se envía por correo postal) o enviarse (si se envía por correo electrónico) a más tardar el 4 de marzo de 2026.

## 8. ¿Cómo puedo salir de la Conciliación?

Si no desea recibir un pago de esta Conciliación y prefiere conservar todos sus derechos para presentar su propia demanda contra el Demandado por los reclamos en cuestión en este caso, debe tomar medidas para excluirse de esta Conciliación. Para ello, debe enviar una carta por correo postal que indique lo siguiente o algo similar: "Quiero ser excluido del Grupo de Conciliación en *Scroggins v. LNRS FL*". Asegúrese de incluir también su nombre, su firma, dirección de correo postal actual y número de teléfono actual.

Debe enviar por correo postal su solicitud de exclusión firmada para que se reciba a más tardar el 4 de marzo de 2026, y enviarla a la siguiente dirección:

*Scroggins v. LNRS FL*  
c/o Settlement Administrator  
P.O. Box 16  
West Point, PA 19486

Nota: Si usted se excluye de esta Conciliación, el tiempo que tenga para presentar su propia demanda (denominado "prescripción") seguirá corriendo. Es posible que su reclamación ya haya caducado.

## 9. ¿Tengo un abogado en este caso?

El Tribunal ha nombrado a los siguientes abogados como Abogados del Grupo.

Leonard Anthony Bennett  
Drew Sarrett

Consumer Litigation Associates, P.C.  
763 J Clyde Morris Boulevard  
Suite 1-A  
Newport News, VA 23601

Si desea ser representado por su propio abogado, puede contratar uno a su propio cargo.

#### **10. ¿Cómo se les pagará a los abogados?**

Los Abogados del Grupo solicitarán al Tribunal que otorgue hasta un tercio (33.33%) del fondo total de la conciliación, u honorarios y costos de abogados de no más de \$4,400,000.00. Esta adjudicación está sujeta a la aprobación del Tribunal y se considerará después de que los Abogados del Grupo presenten declaraciones juradas que detallen su experiencia, gastos de litigio, tarifas de facturación y tiempo dedicado a litigar el caso, entre otras cosas.

#### **11. ¿Cómo le digo al Tribunal que no me gusta y me opongo a la Conciliación?**

Si usted es un Miembro del Grupo, puede enviar una declaración por escrito de los motivos por los cuales cree que la Conciliación es injusta o no debe ser aprobada por el Tribunal. Las objeciones escritas deben firmarse personalmente e incluir: (i) cada objeción que presente y los fundamentos legales y fácticos específicos para cada objeción; y (ii) una prueba de que usted es miembro del Grupo de Conciliación proporcionando su nombre, dirección y número de teléfono.

Si presenta una objeción a través de un abogado, también debe incluir: (i) la identidad, dirección postal, dirección de correo electrónico, número de fax y número de teléfono de su abogado; (ii) una declaración de si tiene intención de comparecer en la audiencia de aprobación final; y (iii) una declaración escrita que detalle el fundamento específico para cada objeción.

Todas las pruebas y el apoyo legal que un Miembro del Grupo desee utilizar para respaldar una objeción deben enviarse a la siguiente dirección antes de la Fecha límite para la objeción del 4 de marzo de 2026:

*Scroggins v. LNRS FL*  
c/o Settlement Administrator  
P.O. Box 16  
West Point, PA 19486

#### **12. ¿Dónde y cuándo es la audiencia de aprobación final?**

El Tribunal celebrará una audiencia de aprobación final el 16 de marzo de 2026 a las 11:00 a. m., hora del este, para considerar si aprobar la Conciliación y solicitar honorarios de abogados y la adjudicación de los servicios a la Demandante por un importe de \$7,500. La audiencia se llevará a cabo en el Tribunal de Distrito de los Estados Unidos para el Distrito Este de Virginia, División Richmond, 701 E Broad St., Richmond, VA 23219. El propósito de la audiencia será que el Tribunal determine si la Conciliación propuesta es justa, razonable y adecuada. En esa audiencia, el Tribunal estará disponible para escuchar cualquier objeción y argumento relacionado con la imparcialidad de la Conciliación propuesta. La audiencia puede posponerse hasta una fecha posterior sin previo aviso.

**NO ESTÁ OBLIGADO A ASISTIR A LA AUDIENCIA, PERO PUEDE ASISTIR, SI LO DESEA.**

**13. ¿Cómo obtengo más información?**

Este Aviso es solo un resumen de la Conciliación. Encontrará más detalles sobre esta Conciliación, las fechas relevantes y sus derechos en un documento más extenso denominado el Acuerdo de Conciliación.

Puede obtener una copia del Acuerdo de Conciliación completo en [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com). El sitio web también proporciona respuestas a las preguntas frecuentes, además de otra información, para ayudarlo a determinar si usted es un Miembro del Grupo de Conciliación. Además, algunos de los documentos clave del caso se publicarán en el sitio web.

También puede escribir con sus preguntas al Administrador de la Conciliación a *Scroggins v. LNRS FL*, c/o Settlement Administrator, P.O. Box 16, West Point, PA 19486, o por correo electrónico a [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com), o llamar al número gratuito (833) 319-2038.

**NO SE COMUNIQUE CON EL TRIBUNAL NI CON LA OFICINA DEL SECRETARIO DEL TRIBUNAL PARA PREGUNTAR SOBRE ESTA CONCILIACIÓN O EL PROCESO DE RECLAMACIÓN.**

**¿Tiene alguna pregunta? Llame al (833) 319-2038, visite [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com) o envíe un correo electrónico a [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com)**

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# Exhibit B

**From:** [Scroggins v. LNRS FL Settlement Administrator](#)  
**To:**  
**Subject:** Important notice of your rights in a class action settlement – Scroggins v. LexisNexis Risk Solutions FL Inc.  
**Date:**

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Claim Number:

PIN Number:

**If You were Reported as Deceased on a LexisNexis Risk Solutions FL Inc. Report, a Proposed Class Action Settlement May Affect Your Rights**

A federal court authorized this Notice. This is not a solicitation from a lawyer.

***YOU HAVE BEEN IDENTIFIED AS A PRODUCT MEMBER***

***Español disponible a continuación***

ID #

A Settlement has been reached in a class action lawsuit involving death records reported by LexisNexis Risk Solutions FL Inc. (“LexisNexis FL” or “Defendant”). You could receive a cash payment from a \$13,500,000 Settlement.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	You will remain a member of the Settlement Class BUT WILL NOT receive a cash payment. You will give up rights to ever sue Defendant and other related parties about the legal claims that are in or could have been brought in this lawsuit, and any claims under the Fair Credit Reporting Act or its state law equivalents.
<b>SUBMIT A CLAIM FORM</b>	If you truthfully submit a Claim Form to affirm or swear that you are the person identified in this Notice and you are alive, YOU WILL receive a cash payment as explained in this Notice. You will give up rights to ever sue Defendant and other related parties about the legal claims that are in or could have been brought in this lawsuit, and any claims under the Fair Credit Reporting Act or its state law equivalents (unless you send a Reservation Request form as noted below).
<b>EXCLUDE YOURSELF</b>	You can opt out of the Settlement and you will not be eligible for any benefits, including any cash payments. This is the only option that allows you to keep any rights you have to bring, or to become part of, another lawsuit involving the claims being settled. There is no guarantee

	that another lawsuit would be successful or would lead to a larger or better recovery than this Settlement.
<b>SEND A RESERVATION REQUEST FORM</b>	If you have an individual claim because you made a dispute of an inaccurate report to LexisNexis FL, you may reserve that claim (assuming it is not otherwise already barred) by submitting a "Reservation Request" form. You will still receive the cash payment if you submit the Reservation Request form, but will also retain your right to bring a new individual lawsuit for an alleged violation of 15 U.S.C. § 1681i for certain damages on your own.
<b>OBJECT TO THE SETTLEMENT</b>	If you do not exclude yourself from the Settlement, you may write to the Court about why you don't like the Settlement or why the Court should not approve it.

**1. What is this case about?**

This Notice is to advise you that a settlement has been reached in a class action lawsuit. Plaintiff Kerry Jennifer Scroggins ("Plaintiff") sued LexisNexis FL, alleging that it reported that Plaintiff and other consumers were deceased when they were alive. Plaintiff claims these reports violated the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq. ("FCRA").

Defendant denies any claim of wrongdoing and denies that its reports are governed by the FCRA. However, the parties have reached a settlement. This Notice is designed to advise you regarding the terms of that Settlement.

**2. Why is this a class action settlement?**

In a class action, one or more people called Class Representatives (in this case, Plaintiff Kerry Jennifer Scroggins) sue on behalf of a group or "class" of people who have similar claims. In this case, Plaintiff sued LexisNexis FL and contended that what happened to her also happened to many other people, which are referred to as "Class Members."

**3. Who is included in the Settlement?**

This Settlement includes two groups of Class Members known as Contact Members and Product Members.

I. Contact Members are all persons who:

- (1) contacted LexisNexis FL to inquire about a deceased notation on a LexisNexis FL product from August 11, 2017 to November 4, 2025, and
- (2) LexisNexis FL has a record of the inquiry which identifies it as related to or comparable to "deceased," "death" or "dead."

II. Product Members are all persons about whom:

- (1) an identity verification and/or fraud prevention transaction was run

from August 11, 2017 to November 4, 2025,

(2) for which LexisNexis FL has a record that the transaction returned a deceased notation,

(3) LexisNexis FL's system reflected a deceased notation associated with that person's identifying information that was received from the national credit reporting agencies, and

(4) the person is not deceased.

## ***YOU HAVE BEEN IDENTIFIED AS A PRODUCT MEMBER***

### **4. What does the Settlement provide?**

LexisNexis FL has agreed to establish a \$13,500,000.00 settlement fund for payments to qualified Rule 23(b)(3) Settlement Class Members, attorneys' fees and costs, service award to the Named Plaintiff, and notice and administration costs. After settlement administration costs, attorneys' fees and costs (capped at 33.33%), and an award to Plaintiff for serving as Class Representative (capped at \$7,500.00) are deducted, the remaining funds will be evenly distributed among all eligible Class Members. Class Members will each receive no less than \$150, and could receive \$1,000 or more, but the precise amount of the payment will depend on the number of Product Members that submit a claim and the Court's decision with respect to a Class Representative award, attorneys' fees and costs.

The amount of the cash payment will be the same for all Class Members: There are approximately 1,700 Contact Members and 59,000 Product Members. The total settlement fund after the payment of attorneys' fees, service award and costs will be divided equally between each Contact Member and each Product Member who submits a Claim Form.

### **5. How do I get a payment?**

If you are a Product Member, you need to file a Claim Form to receive your Settlement Payment. The deadline to file your Claim Form is **May 15, 2026**. This deadline is subject to change. Please check the settlement website for any changes to the claim filing deadline. A copy of the Claim Form may be found online at [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com).

Payments will be made to Class Members after, and only if, the Court grants "final approval" to the Settlement and any appeals are resolved. It is always uncertain whether appeals will be filed and whether they can be resolved—and resolving them can take time. Please be patient. You can visit [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com) to check on the progress of the Court-approval process.

### **6. What am I giving up to receive these benefits?**

If you do nothing, your rights will be affected.

If you do not exclude yourself, you will not be able to sue LexisNexis FL and other released parties for any claim you have before the Effective Date of the Settlement based upon the legal claims that are in or could have been brought in this lawsuit, and any claims under the Fair Credit Reporting Act or

its state law equivalents.

Each member of the Rule 23(b)(3) Settlement Class and his or her respective spouses, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors, assigns, who has not excluded him or herself from the Settlement or submitted a Reservation Request, will be conclusively deemed to have fully, finally, and forever settled, released and discharged all the Released Parties of and from all claims arising before the Effective Date, whether known or unknown, which the Rule 23(b)(3) Settlement Class Member ever had or now has that were pleaded in the Complaint (including as amended) or that, whether or not pleaded in the Complaint (including as amended), could be predicated on the same allegations, acts, omissions, facts, events, matters, conduct or transactions alleged in the Complaint (including as amended), and any claims under the Fair Credit Reporting Act or FCRA State Equivalents.

You will be releasing or giving up your released claims against each of LexisNexis FL's past and present employees, parents, subsidiaries and affiliate corporations or other business entities (including without limitation LexisNexis Risk Solutions Inc. and LexisNexis Risk Data Management, LLC), members, officers, directors, employees, agents, customers, resellers, vendors, licensors, independent contractors, other contractors, personal representatives, insurers, attorneys and assigns. Vendors, resellers and customers are released solely as to conduct or omissions entirely derivative of claims against LexisNexis FL or other parent, subsidiary or affiliate.

#### **7. Can I keep my right to bring an individual FCRA lawsuit?**

If you want to reserve your right to pursue an individual claim for actual and/or punitive damages for an alleged violation of 15 U.S.C. § 1681i, excluding any claim for statutory damages, and excluding pursuit of that claim on a class action or mass action basis, you must submit a Reservation Request.

If you submit a Reservation Request and also a Claim Form, you will still receive a cash payment from this Settlement and you will still give up (release) other claims covered by this Settlement.

To submit a Reservation Request, you must send either the Reservation Request Form (available at [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com)) or a signed letter that includes:

- Your full name
- Your current mailing address
- Your current telephone number
- Your original signature

Send your Reservation Request by mail to the following address:

*Scroggins v. LNRS FL*  
c/o Settlement Administrator  
P.O. Box 16  
West Point, PA 19486

Or by email to: [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com)

Your Reservation Request must be postmarked (if mailed) or sent (if emailed) no later than March 4, 2026.

#### **8. How do I get out of the Settlement?**

If you do not want to receive a payment from this Settlement and instead would prefer to keep all of your rights to file your own lawsuit against Defendant for the claims at issue in this case, you must take steps to exclude yourself from this Settlement. To do this, you must send a letter by mail stating the following or similar: "I want to be excluded from the Settlement Class in *Scroggins v. LNRS FL*." Be sure to also include your name, your signature, current mailing address, and current telephone number.

You must mail your signed exclusion request so that it is received no later than March 4, 2026, and send it to the following address:

*Scroggins v. LNRS FL*  
c/o Settlement Administrator  
P.O. Box 16  
West Point, PA 19486

Note: If you exclude yourself from this Settlement, the time you have in which to file your own lawsuit (called the "statute of limitations") will continue to run. Your claim may have already expired.

#### **9. Do I have a lawyer in this case?**

The Court has named the following lawyers as Class Counsel:

Leonard Anthony Bennett  
Drew Sarrett  
Consumer Litigation Associates, P.C.  
763 J Clyde Morris Boulevard  
Suite 1-A  
Newport News, VA 23601

If you want to be represented by your own lawyer, you may hire one at your own expense.

#### **10. How will the lawyers be paid?**

Class Counsel will ask the Court for an award of up to one-third (33.33%) of the total settlement fund—or attorneys' fees and costs of no more than \$4,400,000.00. This award is subject to Court approval and will be considered after Class Counsel submits affidavits detailing their experience, litigation expenses, billing rates, and time spent prosecuting the case, among other things.

#### **11. How do I tell the Court that I do not like and object to the Settlement?**

If you are a Class Member, you may send a written statement of reasons why you believe the Settlement is unfair or should not be approved by the Court. Written objections must be personally signed and include: (i) each objection you are raising and the specific legal and factual bases for each objection; and (ii) proof that you are a member of the Settlement Class by providing

your name, address, and telephone number.

If you are submitting an objection through an attorney, you must also include: (i) the identity, mailing address, email address, fax number, and phone number for your attorney; (ii) a statement of whether you intend to appear at the final approval hearing; and (iii) a written statement detailing the specific basis for each objection.

All evidence and legal support a Class Member wishes to use to support an objection must be sent to the following address by the Objection Deadline of March 4, 2026:

*Scroggins v. LNRS FL*  
c/o Settlement Administrator  
P.O. Box 16  
West Point, PA 19486

## **12. Where and when is the final approval hearing?**

The Court will hold a final approval hearing on March 16, 2026 at 11:00 a.m. Eastern Time to consider whether to approve the Settlement and request for attorneys' fees and service award to Plaintiff in an amount of \$7,500. The hearing will be held in the United States District Court for the Eastern District of Virginia, Richmond Division, 701 E Broad St., Richmond, VA 23219. The purpose of the hearing will be for the Court to determine whether the proposed Settlement is fair, reasonable and adequate. At that hearing the Court will be available to hear any objections and arguments concerning the fairness of the proposed Settlement. The hearing may be postponed to a later date without notice

**YOU ARE NOT REQUIRED TO ATTEND THE HEARING, BUT MAY ATTEND IF YOU WISH.**

## **13. How do I get more information?**

This Notice is only a summary of the Settlement. More details about this Settlement, relevant dates, and your rights are available in a longer document called the Settlement Agreement.

You can get a copy of the entire Settlement Agreement by visiting [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com). The website also provides answers to commonly asked questions, plus other information, to help you determine whether you are a Settlement Class Member. In addition, some of the key documents in the case will be posted on the website.

You also may write with questions to the Settlement Administrator at *Scroggins v. LNRS FL*, c/o Settlement Administrator, P.O. Box 16, West Point, PA 19486, email [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com), or call the toll-free number, (833) 319-2038.

**PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

Questions? Call (833) 319-2038, visit [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com), or e-mail [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com)

**Si se le notificó como fallecido en un informe de LexisNexis Risk Solutions FL Inc., una Conciliación propuesta en una demanda colectiva puede afectar sus derechos**

Un tribunal federal autorizó este aviso. Este documento no es una oferta de servicios de un abogado.

**SE LE HA IDENTIFICADO COMO MIEMBRO DEL PRODUCTO**

Se ha alcanzado una Conciliación en una demanda colectiva que involucra registros de defunción informados por LexisNexis Risk Solutions FL Inc. ("LexisNexis FL" o "Demandado"). Podría recibir un pago en efectivo de una Conciliación de \$13,500,000.

<b>SUS DERECHOS Y OPCIONES LEGALES EN ESTA CONCILIACIÓN</b>	
<b>NO HACER NADA</b>	Usted seguirá siendo miembro del Grupo de Conciliación, PERO NO recibirá un pago en efectivo. Usted renunciará a los derechos de demandar alguna vez al Demandado y a otras partes relacionadas sobre las reclamaciones legales que están o podrían haber sido presentadas en este litigio, y cualquier reclamación en virtud de la Ley de Igualdad de Informes de Crédito o sus equivalentes en la ley estatal.
<b>PRESENTAR UN FORMULARIO DE RECLAMACIÓN</b>	Si usted presenta con sinceridad un Formulario de reclamación para confirmar o jurar que usted es la persona identificada en este Aviso y que está vivo, RECIBIRÁ un pago en efectivo, como se explica en este Aviso. Usted renunciará a los derechos de demandar alguna vez al Demandado y a otras partes relacionadas sobre las reclamaciones legales que están o podrían haber sido presentadas en este litigio, y cualquier reclamación en virtud de la Ley de Igualdad de Informes de Crédito o sus equivalentes en la ley estatal (a menos que envíe un formulario de solicitud de reserva como se indica a continuación).
<b>EXCLUIRSE</b>	Puede optar por excluirse de la Conciliación, y no será elegible para ningún beneficio, incluidos los pagos en efectivo. Esta es la única opción que le permite conservar cualquier derecho que tenga para entablar o formar parte de otra demanda que involucre los reclamos que se resuelven. No hay garantía de que otra demanda tenga éxito o conduzca a una recuperación mayor o mejor que la de esta Conciliación.

<b>ENVIAR UN FORMULARIO DE SOLICITUD DE RESERVA</b>	Si tiene una reclamación individual porque ha hecho una disputa de un informe inexacto a LexisNexis FL, puede reservar esa reclamación (suponiendo que no esté ya prescrita) enviando un formulario de "Solicitud de reserva". Usted aún recibirá el pago en efectivo, si presenta el formulario de Solicitud de reserva, pero también conservará su derecho a iniciar una nueva demanda individual por una presunta infracción del título 15 del Código de Estados Unidos (United States Code, U.S.C.) § 1681i por ciertos daños y perjuicios por su cuenta.
<b>OBJETAR LA CONCILIACIÓN</b>	Si no se excluye de la Conciliación, puede escribir al Tribunal sobre por qué no le gusta la Conciliación o por qué el Tribunal no debería aprobarlo.

**1. ¿De qué se trata este caso?**

El objetivo de este Aviso es informarle que se ha alcanzado una conciliación en una demanda colectiva. La Demandante Kerry Jennifer Scroggins ("Demandante") demandó a LexisNexis FL, alegando que esta informó que la Demandante y otros consumidores fallecieron cuando estaban vivos. La Demandante afirma que estos informes violaron la Ley de Informes Justos de Crédito, título 15 del U.S.C., § 1681, y ss. (Fair Credit Reporting Act, "FCRA").

El Demandado niega cualquier reclamación de delitos y niega que sus informes se rijan por la FCRA. Sin embargo, las partes han llegado a una conciliación. Este Aviso está diseñado para informarle sobre los términos de esa Conciliación.

**2. ¿Por qué es esta una conciliación de una demanda colectiva?**

En una demanda colectiva, una o más personas, denominadas Representantes del Grupo (en este caso, la demandante Kerry Jennifer Scroggins) demandan en nombre de un grupo o "clase" de personas que tienen reclamaciones similares. En este caso, la Demandante demandó a LexisNexis FL y sostuvo que lo que le sucedió a ella también le sucedió a muchas otras personas, que se denominan "Miembros del Grupo".

**3. ¿Quién está incluido en la Conciliación?**

Esta Conciliación incluye dos grupos de Miembros del Grupo conocidos como Miembros de Contacto y Miembros del Producto.

I. Los Miembros de contacto son todas las personas que:

- (1) se pusieron en contacto con LexisNexis FL para preguntar sobre una anotación de fallecimiento en un producto LexisNexis FL desde el 11 de agosto de 2017 hasta el 4 de noviembre de 2025, y

(2) LexisNexis FL tiene un registro de la investigación que la identifica como relacionada o comparable a “fallecido”, “muerte” o “difunto”.

II. Los Miembros del producto son todas personas sobre las que:

(1) se ejecutó una transacción de verificación de identidad y/o prevención de fraude desde el 11 de agosto de 2017 hasta el 4 de noviembre de 2025,

(2) para la que LexisNexis FL tiene un registro de que la transacción devolvió una anotación de fallecido,

(3) el sistema de LexisNexis FL reflejó una anotación de fallecido asociada con la información de identificación de esa persona que se recibió de las agencias nacionales de informes de crédito, y

(4) la persona no ha fallecido.

### ***SE LE HA IDENTIFICADO COMO MIEMBRO DEL PRODUCTO***

#### **4. ¿Qué establece la Conciliación?**

LexisNexis FL ha acordado establecer un fondo de conciliación de \$13,500,000.00 para pagos a Miembros del Grupo calificados de la Norma 23(b)(3), honorarios de abogados y costos, adjudicación por servicios al Demandante Nombrado y costos de notificación y administración. Después de los costos de administración de la conciliación, se deducen los honorarios y costos de abogados (con un límite del 33.33%) y una adjudicación a la Demandante por desempeñarse como Representante del Grupo (con un límite de \$7,500.00), los fondos restantes se distribuirán uniformemente entre todos los Miembros del Grupo elegibles. Los Miembros del Grupo recibirán cada uno no menos de \$150 y podrían recibir \$1,000 o más, pero el importe exacto del pago dependerá del número de Miembros del producto que presenten una reclamación y de la decisión del Tribunal con respecto al otorgamiento a la Representante del Grupo, honorarios de abogados y costos.

El importe del pago en efectivo será el mismo para todos los Miembros del Grupo: Hay aproximadamente 1,700 Miembros de contacto y 59,000 Miembros del producto. El fondo de conciliación total después del pago de los honorarios de los abogados, la adjudicación de servicios y los costos se dividirán equitativamente entre cada Miembro de contacto y cada Miembro del producto que presente un Formulario de reclamación.

#### **5. ¿Cómo obtengo un pago?**

Si usted es un Miembro del producto, debe presentar un Formulario de reclamación para recibir su Pago de la Conciliación. La fecha límite para presentar su Formulario de reclamación es el **15 de mayo de 2026**. Esta fecha límite está sujeta a cambios. Consulte el sitio web de la conciliación para ver si hay cambios en la fecha límite de presentación de reclamaciones. Puede encontrar una copia del Formulario de reclamación en línea en [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com).

Los pagos se realizarán a los Miembros del Grupo después, y solo si, el

Tribunal otorga la “aprobación final” a la Conciliación y se resuelven todas las apelaciones. Siempre es incierto si las apelaciones se presentarán y si se pueden resolver, y resolverlas puede llevar tiempo. Sea paciente. Puede visitar [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com) para comprobar el progreso del proceso de aprobación judicial.

## **6. ¿A qué renuncio para recibir estos beneficios?**

Si no hace nada, sus derechos se verán afectados.

Si no se excluye, no podrá demandar a LexisNexis FL ni a otras partes eximidas por ninguna reclamación que tenga antes de la Fecha de entrada en vigor de la Conciliación sobre la base de las reclamaciones legales que se presentan o podrían haberse presentado en este litigio, y cualquier reclamación en virtud de la Ley de Informes de Crédito Justos o sus leyes estatales equivalentes.

Cada miembro del Grupo de Conciliación de la Norma 23(b)(3) y sus respectivos cónyuges, herederos, albaceas, administradores, representantes, agentes, abogados, socios, sucesores, predecesores, cesionarios, que no se haya excluido de la Conciliación ni haya presentado una Solicitud de reserva, se considerará que, de forma concluyente, ha finalmente, y para siempre conciliado, exonerado y eximido a todas las Partes exoneradas de todas las reclamaciones que surjan antes de la Fecha de entrada en vigor, ya sean conocidas o desconocidas, que el Miembro del Grupo de Conciliación de la Norma 23(b)(3) haya presentado o presente que se alegó en la Demanda (incluidas las modificaciones) o que, si se alega o no en la Demanda (incluidas las modificaciones), podría basarse en las mismas alegaciones, actos, omisiones, hechos, eventos, cuestiones, conducta o transacciones alegadas en la Demanda (incluidas las modificaciones), y cualquier reclamación en virtud de la Ley de Informes de Crédito Justos o los Equivalentes Estatales de la FCRA.

Usted liberará o renunciará a sus reclamaciones exoneradas contra cada uno de los empleados, empresas matrices, subsidiarias y filiales anteriores y actuales de LexisNexis FL u otras entidades comerciales (incluidos, entre otros, LexisNexis Risk Solutions Inc. y LexisNexis Risk Data Management, LLC), socios, ejecutivos, directores, empleados, agentes, clientes, revendedores, proveedores, licenciantes, contratistas independientes, otros contratistas, representantes personales, aseguradoras, abogados y cesionarios. Los proveedores, revendedores y clientes se exoneran únicamente en cuanto a la conducta u omisiones totalmente derivadas de reclamaciones contra LexisNexis FL u otra empresa matriz, subsidiaria o filial.

## **7. ¿Puedo conservar mi derecho a entablar una demanda individual de la FCRA?**

Si desea reservarse su derecho a presentar una reclamación individual por daños y perjuicios reales o punitivos por una presunta infracción del título 15 del U.S.C., § 1681i, excluyendo cualquier reclamación por daños y perjuicios legales, y excluyendo entablar dicha reclamación en una demanda colectiva o acción masiva, debe presentar una Solicitud de reserva.

Si envía una Solicitud de reserva y también un Formulario de reclamación, seguirá recibiendo un pago en efectivo de esta Conciliación y seguirá

renunciando (liberando) a otras reclamaciones cubiertas por esta Conciliación.

Para enviar una Solicitud de reserva, debe enviar el Formulario de solicitud de reserva (disponible en [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com)) o una carta firmada que incluya:

- Su nombre completo
- Su dirección postal actual
- Su número de teléfono actual
- Su firma original

Envíe su Solicitud de reserva por correo postal a la siguiente dirección:

*Scroggins v. LNRS FL*  
c/o Settlement Administrator  
P.O. Box 16  
West Point, PA 19486

O bien, por correo electrónico a: [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com)

Su Solicitud de reserva debe tener un matasellos (si se envía por correo postal) o enviarse (si se envía por correo electrónico) a más tardar el 4 de marzo de 2026.

## 8. ¿Cómo puedo salir de la Conciliación?

Si no desea recibir un pago de esta Conciliación y prefiere conservar todos sus derechos para presentar su propia demanda contra el Demandado por los reclamos en cuestión en este caso, debe tomar medidas para excluirse de esta Conciliación. Para ello, debe enviar una carta por correo postal que indique lo siguiente o algo similar: "Quiero ser excluido del Grupo de Conciliación en *Scroggins v. LNRS FL*". Asegúrese de incluir también su nombre, su firma, dirección de correo postal actual y número de teléfono actual.

Debe enviar por correo postal su solicitud de exclusión firmada para que se reciba a más tardar el 4 de marzo de 2026, y enviarla a la siguiente dirección:

*Scroggins v. LNRS FL*  
c/o Settlement Administrator  
P.O. Box 16  
West Point, PA 19486

Nota: Si usted se excluye de esta Conciliación, el tiempo que tenga para presentar su propia demanda (denominado "prescripción") seguirá corriendo. Es posible que su reclamación ya haya caducado.

## 9. ¿Tengo un abogado en este caso?

El Tribunal ha nombrado a los siguientes abogados como Abogados del Grupo.

Leonard Anthony Bennett  
Drew Sarrett

Consumer Litigation Associates, P.C.  
763 J Clyde Morris Boulevard  
Suite 1-A  
Newport News, VA 23601

Si desea ser representado por su propio abogado, puede contratar uno a su propio cargo.

#### **10. ¿Cómo se les pagará a los abogados?**

Los Abogados del Grupo solicitarán al Tribunal que otorgue hasta un tercio (33.33%) del fondo total de la conciliación, u honorarios y costos de abogados de no más de \$4,400,000.00. Esta adjudicación está sujeta a la aprobación del Tribunal y se considerará después de que los Abogados del Grupo presenten declaraciones juradas que detallen su experiencia, gastos de litigio, tarifas de facturación y tiempo dedicado a litigar el caso, entre otras cosas.

#### **11. ¿Cómo le digo al Tribunal que no me gusta y me opongo a la Conciliación?**

Si usted es un Miembro del Grupo, puede enviar una declaración por escrito de los motivos por los cuales cree que la Conciliación es injusta o no debe ser aprobada por el Tribunal. Las objeciones escritas deben firmarse personalmente e incluir: (i) cada objeción que presente y los fundamentos legales y fácticos específicos para cada objeción; y (ii) una prueba de que usted es miembro del Grupo de Conciliación proporcionando su nombre, dirección y número de teléfono.

Si presenta una objeción a través de un abogado, también debe incluir: (i) la identidad, dirección postal, dirección de correo electrónico, número de fax y número de teléfono de su abogado; (ii) una declaración de si tiene intención de comparecer en la audiencia de aprobación final; y (iii) una declaración escrita que detalle el fundamento específico para cada objeción.

Todas las pruebas y el apoyo legal que un Miembro del Grupo desee utilizar para respaldar una objeción deben enviarse a la siguiente dirección antes de la Fecha límite para la objeción del 4 de marzo de 2026:

*Scroggins v. LNRS FL*  
c/o Settlement Administrator  
P.O. Box 16  
West Point, PA 19486

#### **12. ¿Dónde y cuándo es la audiencia de aprobación final?**

El Tribunal celebrará una audiencia de aprobación final el 16 de marzo de 2026 a las 11:00 a. m., hora del este, para considerar si aprobar la Conciliación y solicitar honorarios de abogados y la adjudicación de los servicios a la Demandante por un importe de \$7,500. La audiencia se llevará a cabo en el Tribunal de Distrito de los Estados Unidos para el Distrito Este de Virginia, División Richmond, 701 E Broad St., Richmond, VA 23219. El propósito de la audiencia será que el Tribunal determine si la Conciliación propuesta es justa, razonable y adecuada. En esa audiencia, el Tribunal estará disponible para escuchar cualquier objeción y argumento relacionado con la imparcialidad de la Conciliación propuesta. La audiencia puede posponerse hasta una fecha posterior sin previo aviso.

**NO ESTÁ OBLIGADO A ASISTIR A LA AUDIENCIA, PERO PUEDE ASISTIR, SI LO DESEA.**

**13. ¿Cómo obtengo más información?**

Este Aviso es solo un resumen de la Conciliación. Encontrará más detalles sobre esta Conciliación, las fechas relevantes y sus derechos en un documento más extenso denominado el Acuerdo de Conciliación.

Puede obtener una copia del Acuerdo de Conciliación completo en [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com). El sitio web también proporciona respuestas a las preguntas frecuentes, además de otra información, para ayudarlo a determinar si usted es un Miembro del Grupo de Conciliación. Además, algunos de los documentos clave del caso se publicarán en el sitio web.

También puede escribir con sus preguntas al Administrador de la Conciliación a *Scroggins v. LNRS FL*, c/o Settlement Administrator, P.O. Box 16, West Point, PA 19486, o por correo electrónico a [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com), o llamar al número gratuito (833) 319-2038.

**NO SE COMUNIQUE CON EL TRIBUNAL NI CON LA OFICINA DEL SECRETARIO DEL TRIBUNAL PARA PREGUNTAR SOBRE ESTA CONCILIACIÓN O EL PROCESO DE RECLAMACIÓN.**

**¿Tiene alguna pregunta? Llame al (833) 319-2038, visite [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com) o envíe un correo electrónico a [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com)**

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# Exhibit C

## **If You Contacted LexisNexis Risk Solutions FL Inc. About a Death Record Reported About You on a LexisNexis Risk Solutions FL Inc. Report, a Proposed Class Action Settlement May Affect Your Rights**

A federal court authorized this Notice. This is not a solicitation from a lawyer.

### ***YOU HAVE BEEN IDENTIFIED AS A CONTACT MEMBER***

A Settlement has been reached in a class action lawsuit involving death records reported by LexisNexis Risk Solutions FL Inc. (“LexisNexis FL” or “Defendant”). You could receive a cash payment from a \$13,500,000 Settlement.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	You will remain a member of the Settlement Class and will receive a cash payment. You will give up rights to ever sue Defendant and other related parties about the legal claims that are in or could have been brought in this lawsuit, and any claims under the Fair Credit Reporting Act or its state law equivalents.
<b>EXCLUDE YOURSELF</b>	You can opt out of the Settlement and you will not be eligible for any benefits, including any cash payments. This is the only option that allows you to keep any rights you have to bring, or to become part of, another lawsuit involving the claims being settled. There is no guarantee that another lawsuit would be successful or would lead to a larger or better recovery than this Settlement.
<b>SEND A RESERVATION REQUEST FORM</b>	If you have an individual claim because you made a dispute of an inaccurate report to LexisNexis FL, you may reserve that claim (assuming it is not otherwise already barred) by submitting a “Reservation Request” form. You will still receive the cash payment, but will retain your right to bring a new individual lawsuit for an alleged violation of 15 U.S.C. § 1681i for certain damages on your own.
<b>OBJECT TO THE SETTLEMENT</b>	If you do not exclude yourself from the Settlement, you may write to the Court about why you don’t like the Settlement or why the Court should not approve it.

### **1. What is this case about?**

This Notice is to advise you that a settlement has been reached in a class action lawsuit. Plaintiff Kerry Jennifer Scroggins (“Plaintiff”) sued LexisNexis FL, alleging that it reported that Plaintiff and other consumers were deceased when they were alive. Plaintiff claims these reports violated the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq. (“FCRA”).

Defendant denies any claim of wrongdoing and denies that its reports are governed by the FCRA. However, the parties have reached a settlement. This Notice is designed to advise you regarding the terms of that Settlement.

### **2. Why is this a class action settlement?**

In a class action, one or more people called Class Representatives (in this case, Plaintiff Kerry Jennifer Scroggins) sue on behalf of a group or “class” of people who have similar claims. In this case, Plaintiff sued LexisNexis FL and contended that what happened to her also happened to many other people, which are referred to as “Class Members.”

**Questions? Call (833) 319-2038, visit [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com),  
or e-mail [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com)**

### 3. Who is included in the Settlement?

This Settlement includes two groups of Class Members known as Contact Members and Product Members.

I. Contact Members are all persons who:

- (1) contacted LexisNexis FL to inquire about a deceased notation on a LexisNexis FL product from August 11, 2017 to November 4, 2025, and
- (2) LexisNexis FL has a record of the inquiry which identifies it as related to or comparable to “deceased,” “death” or “dead.”

II. Product Members are all persons about whom:

- (1) an identity verification and/or fraud prevention transaction was run from August 11, 2017 to November 4, 2025,
- (2) for which LexisNexis FL has a record that the transaction returned a deceased notation,
- (3) LexisNexis FL’s system reflected a deceased notation associated with that person’s identifying information that was received from the national credit reporting agencies, and
- (4) the person is not deceased.

#### ***YOU HAVE BEEN IDENTIFIED AS A CONTACT MEMBER***

### 4. What does the Settlement provide?

LexisNexis FL has agreed to establish a \$13,500,000.00 settlement fund for payments to qualified Rule 23(b)(3) Settlement Class Members, attorneys’ fees and costs, service award to the Named Plaintiff, and notice and administration costs. After settlement administration costs, attorneys’ fees and costs (capped at 33.33%), and an award to Plaintiff for serving as Class Representative (capped at \$7,500.00) are deducted, the remaining funds will be evenly distributed among all eligible Class Members. Class Members will each receive no less than \$150, and could receive \$1,000 or more, but the precise amount of the payment will depend on the number of Product Members that submit a claim and the Court’s decision with respect to a Class Representative award, attorneys’ fees and costs.

The amount of the cash payment will be the same for all Class Members: There are approximately 1,700 Contact Members and 59,000 Product Members. The total settlement fund after the payment of attorneys’ fees, service award and costs will be divided equally between each Contact Member and each Product Member who submits a Claim Form.

### 5. How do I get a payment?

Because you are a Contact Member, you do not have to do anything to request a payment. If the Court approves the Settlement, you will automatically receive a payment. If your address changes, please email [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com) to provide us your updated address.

Payments will be made to Class Members after, and only if, the Court grants “final approval” to the Settlement and any appeals are resolved. It is always uncertain whether appeals will be filed and whether they can be resolved—and resolving them can take time. Please be patient. You can visit [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com) to check on the progress of the Court-approval process.

### 6. What am I giving up to receive these benefits?

If you do nothing, your rights will be affected.

If you do not exclude yourself, you will not be able to sue LexisNexis FL and other released parties for any claim you have before the Effective Date of the Settlement based upon the legal claims that are in or could have been brought in this lawsuit, and any claims under the Fair Credit Reporting Act or its state law equivalents.

Each member of the Rule 23(b)(3) Settlement Class and his or her respective spouses, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors, assigns, who has not excluded him or herself from the Settlement or submitted a Reservation Request, will be conclusively deemed to have fully, finally, and forever settled, released and discharged all the Released Parties of and from all claims arising before the Effective Date, whether known or unknown, which the Rule 23(b)(3) Settlement Class Member ever had or now has that were pleaded in the Complaint (including as amended) or that, whether or not pleaded in the Complaint (including as amended), could be predicated on the same allegations, acts, omissions, facts, events, matters, conduct or transactions alleged in the Complaint (including as amended), and any claims under the Fair Credit Reporting Act or FCRA State Equivalents.

**Questions? Call (833) 319-2038, visit [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com),  
or e-mail [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com)**

You will be releasing or giving up your released claims against each of LexisNexis FL's past and present employees, parents, subsidiaries and affiliate corporations or other business entities (including without limitation LexisNexis Risk Solutions Inc. and LexisNexis Risk Data Management, LLC), members, officers, directors, employees, agents, customers, resellers, vendors, licensors, independent contractors, other contractors, personal representatives, insurers, attorneys and assigns. Vendors, resellers and customers are released solely as to conduct or omissions entirely derivative of claims against LexisNexis FL or other parent, subsidiary or affiliate.

### 7. Can I keep my right to bring an individual FCRA lawsuit?

If you want to reserve your right to pursue an individual claim for actual and/or punitive damages for an alleged violation of 15 U.S.C. § 1681i, excluding any claim for statutory damages, and excluding pursuit of that claim on a class action or mass action basis, you must submit a Reservation Request.

If you submit a Reservation Request, you will still receive a cash payment from this Settlement and you will still give up (release) other claims covered by this Settlement.

To submit a Reservation Request, you must send either the Reservation Request Form (available at [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com)) or a signed letter that includes:

- Your full name
- Your current mailing address
- Your current telephone number
- Your original signature

Send your Reservation Request by mail to the following address:

*Scroggins v. LNRS FL*  
c/o Settlement Administrator  
P.O. Box 16  
West Point, PA 19486

Or by email to: [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com)

Your Reservation Request must be postmarked (if mailed) or sent (if emailed) no later than March 4, 2026.

### 8. How do I get out of the Settlement?

If you do not want to receive a payment from this Settlement and instead would prefer to keep all of your rights to file your own lawsuit against Defendant for the claims at issue in this case, you must take steps to exclude yourself from this Settlement. To do this, you must send a letter by mail stating the following or similar: "I want to be excluded from the Settlement Class in *Scroggins v. LNRS FL*." Be sure to also include your name, your signature, current mailing address, and current telephone number.

You must mail your signed exclusion request so that it is received no later than March 4, 2026, and send it to the following address:

*Scroggins v. LNRS FL*  
c/o Settlement Administrator  
P.O. Box 16  
West Point, PA 19486

Note: If you exclude yourself from this Settlement, the time you have in which to file your own lawsuit (called the "statute of limitations") will continue to run. Your claim may have already expired.

### 9. Do I have a lawyer in this case?

The Court has named the following lawyers as Class Counsel:

Leonard Anthony Bennett  
Drew Sarrett  
Consumer Litigation Associates, P.C.  
763 J Clyde Morris Boulevard  
Suite 1-A  
Newport News, VA 23601

If you want to be represented by your own lawyer, you may hire one at your own expense.

**Questions? Call (833) 319-2038, visit [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com),  
or e-mail [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com)**

**10. How will the lawyers be paid?**

Class Counsel will ask the Court for an award of up to one-third (33.33%) of the total settlement fund—or attorneys’ fees and costs of no more than \$4,400,000.00. This award is subject to Court approval and will be considered after Class Counsel submits affidavits detailing their experience, litigation expenses, billing rates, and time spent prosecuting the case, among other things.

**11. How do I tell the Court that I do not like and object to the Settlement?**

If you are a Class Member, you may send a written statement of reasons why you believe the Settlement is unfair or should not be approved by the Court. Written objections must be personally signed and include: (i) each objection you are raising and the specific legal and factual bases for each objection; and (ii) proof that you are a member of the Settlement Class by providing your name, address, and telephone number.

If you are submitting an objection through an attorney, you must also include: (i) the identity, mailing address, email address, fax number, and phone number for your attorney; (ii) a statement of whether you intend to appear at the final approval hearing; and (iii) a written statement detailing the specific basis for each objection.

All evidence and legal support a Class Member wishes to use to support an objection must be sent to the following address by the Objection Deadline of March 4, 2026:

*Scroggins v. LNRS FL*  
c/o Settlement Administrator  
P.O. Box 16  
West Point, PA 19486

**12. Where and when is the final approval hearing?**

The Court will hold a final approval hearing on March 16, 2026 at 11:00 a.m. Eastern Time to consider whether to approve the Settlement and request for attorneys’ fees and service award to Plaintiff in an amount of \$7,500. The hearing will be held in the United States District Court for the Eastern District of Virginia, Richmond Division, 701 E Broad St., Richmond, VA 23219. The purpose of the hearing will be for the Court to determine whether the proposed Settlement is fair, reasonable and adequate. At that hearing the Court will be available to hear any objections and arguments concerning the fairness of the proposed Settlement. The hearing may be postponed to a later date without notice.

**YOU ARE NOT REQUIRED TO ATTEND THE HEARING, BUT MAY ATTEND IF YOU WISH.**

**13. How do I get more information?**

This Notice is only a summary of the Settlement. More details about this Settlement, relevant dates, and your rights are available in a longer document called the Settlement Agreement.

You can get a copy of the entire Settlement Agreement by visiting [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com). The website also provides answers to commonly asked questions, plus other information, to help you determine whether you are a Settlement Class Member. In addition, some of the key documents in the case will be posted on the website.

You also may write with questions to the Settlement Administrator at *Scroggins v. LNRS FL*, c/o Settlement Administrator, P.O. Box 16, West Point, PA 19486, email [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com), or call the toll-free number, (833) 319-2038.

**PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

**Questions? Call (833) 319-2038, visit [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com),  
or e-mail [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com)**

**Si se puso en contacto con LexisNexis Risk Solutions FL Inc. acerca de un registro de defunción notificado sobre usted en un informe de LexisNexis Risk Solutions FL Inc., una Conciliación propuesta para una demanda colectiva puede afectar sus derechos**

Un tribunal federal autorizó este aviso. Este documento no es una oferta de servicios de un abogado.

**HA SIDO IDENTIFICADO COMO MIEMBRO DE CONTACTO**

Se ha alcanzado una Conciliación en una demanda colectiva que involucra registros de defunción informados por LexisNexis Risk Solutions FL Inc. (“LexisNexis FL” o “Demandado”). Podría recibir un pago en efectivo de una Conciliación de \$13,500,000.

<b>SUS DERECHOS Y OPCIONES LEGALES EN ESTA CONCILIACIÓN</b>	
<b>NO HACER NADA</b>	Usted seguirá siendo miembro del Grupo de Conciliación y recibirá un pago en efectivo. Usted renunciará a los derechos de demandar alguna vez al Demandado y a otras partes relacionadas sobre las reclamaciones legales que están o podrían haber sido presentadas en este litigio, y cualquier reclamación en virtud de la Ley de Igualdad de Informes de Crédito o sus equivalentes en la ley estatal.
<b>EXCLUIRSE</b>	Puede optar por excluirse de la Conciliación, y no será elegible para ningún beneficio, incluidos los pagos en efectivo. Esta es la única opción que le permite conservar cualquier derecho que tenga para entablar o formar parte de otra demanda que involucre los reclamos que se resuelven. No hay garantía de que otra demanda tenga éxito o conduzca a una recuperación mayor o mejor que la de esta Conciliación.
<b>ENVIAR UN FORMULARIO DE SOLICITUD DE RESERVA</b>	Si tiene una reclamación individual porque ha hecho una disputa de un informe inexacto a LexisNexis FL, puede reservar esa reclamación (suponiendo que no esté ya prescrita) enviando un formulario de “Solicitud de reserva”. Usted seguirá recibiendo el pago en efectivo, pero conservará su derecho a iniciar una nueva reclamación individual por una presunta infracción del título 15 del Código de Estados Unidos (United States Code, U.S.C.) § 1681i por ciertos daños y perjuicios por su cuenta.
<b>OBJETAR LA CONCILIACIÓN</b>	Si no se excluye de la Conciliación, puede escribir al Tribunal sobre por qué no le gusta la Conciliación o por qué el Tribunal no debería aprobarlo.

**1. ¿De qué se trata este caso?**

El objetivo de este Aviso es informarle que se ha alcanzado una conciliación en una demanda colectiva. La Demandante Kerry Jennifer Scroggins (“Demandante”) demandó a LexisNexis FL, alegando que esta informó que la Demandante y otros consumidores fallecieron cuando estaban vivos. La Demandante afirma que estos informes violaron la Ley de Informes Justos de Crédito, título 15 del U.S.C., § 1681, y ss. (Fair Credit Reporting Act, “FCRA”).

El Demandado niega cualquier reclamación de delitos y niega que sus informes se rijan por la FCRA. Sin embargo, las partes han llegado a una conciliación. Este Aviso está diseñado para informarle sobre los términos de esa Conciliación.

**2. ¿Por qué es esta una conciliación de una demanda colectiva?**

En una demanda colectiva, una o más personas, denominadas Representantes del Grupo (en este caso, la demandante Kerry Jennifer Scroggins) demandan en nombre de un grupo o “clase” de personas que tienen reclamaciones similares. En este caso, la Demandante demandó a LexisNexis FL y sostuvo que lo que le sucedió a ella también le sucedió a muchas otras personas, que se denominan “Miembros del Grupo”.

**¿Tiene alguna pregunta? Llame al (833) 319-2038, visite [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com), o envíe un correo electrónico a [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com)**

### 3. ¿Quién está incluido en la Conciliación?

Esta Conciliación incluye dos grupos de Miembros del Grupo conocidos como Miembros de Contacto y Miembros del Producto.

I. Los Miembros de contacto son todas las personas que:

- (1) se pusieron en contacto con LexisNexis FL para preguntar sobre una anotación de fallecimiento en un producto LexisNexis FL desde el 11 de agosto de 2017 hasta el 4 de noviembre de 2025, y
- (2) LexisNexis FL tiene un registro de la investigación que la identifica como relacionada o comparable a “fallecido”, “muerte” o “difunto”.

II. Los Miembros del producto son todas las personas sobre las que:

- (1) se ejecutó una transacción de verificación de identidad y/o prevención de fraude desde el 11 de agosto de 2017 hasta el 4 de noviembre de 2025,
- (2) para la que LexisNexis FL tiene un registro de que la transacción devolvió una anotación de fallecido,
- (3) el sistema de LexisNexis FL reflejó una anotación de fallecido asociada con la información de identificación de esa persona que se recibió de las agencias nacionales de informes de crédito, y
- (4) la persona no ha fallecido.

#### **HA SIDO IDENTIFICADO COMO MIEMBRO DE CONTACTO**

### 4. ¿Qué establece la Conciliación?

LexisNexis FL ha acordado establecer un fondo de conciliación de \$13,500,000.00 para pagos a Miembros del Grupo calificados de la Norma 23(b)(3), honorarios de abogados y costos, adjudicación por servicios al Demandante Nominado y costos de notificación y administración. Después de los costos de administración de la conciliación, se deducen los honorarios y costos de abogados (con un límite del 33.33%) y una adjudicación a la Demandante por desempeñarse como Representante del Grupo (con un límite de \$7,500.00), los fondos restantes se distribuirán uniformemente entre todos los Miembros del Grupo elegibles. Los Miembros del Grupo recibirán cada uno no menos de \$150 y podrían recibir \$1,000 o más, pero el importe exacto del pago dependerá del número de Miembros del producto que presenten una reclamación y de la decisión del Tribunal con respecto al otorgamiento a la Representante del Grupo, honorarios de abogados y costos.

El importe del pago en efectivo será el mismo para todos los Miembros del Grupo: Hay aproximadamente 1,700 Miembros de contacto y 59,000 Miembros del producto. El fondo de conciliación total después del pago de los honorarios de los abogados, la adjudicación de servicios y los costos se dividirán equitativamente entre cada Miembro de contacto y cada Miembro del producto que presente un Formulario de reclamación.

### 5. How do I get a payment?

Dado que usted es un Miembro de contacto, no tiene que hacer nada para solicitar un pago. Si el Tribunal aprueba la Conciliación, usted recibirá automáticamente un pago. Si su dirección cambia, envíe un correo electrónico a [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com) para darnos su dirección actualizada.

Los pagos se realizarán a los Miembros del Grupo después, y solo si, el Tribunal otorga la “aprobación final” a la Conciliación y se resuelven todas las apelaciones. Siempre es incierto si las apelaciones se presentarán y si se pueden resolver, y resolverlas puede llevar tiempo. Sea paciente. Puede visitar [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com) para comprobar el progreso del proceso de aprobación del Tribunal.

### 6. What am I giving up to receive these benefits?

Si no hace nada, sus derechos se verán afectados.

Si no se excluye, no podrá demandar a LexisNexis FL ni a otras partes eximidas por ninguna reclamación que tenga antes de la Fecha de entrada en vigor de la Conciliación sobre la base de las reclamaciones legales que se presentan o podrían haberse presentado en este litigio, y cualquier reclamación en virtud de la Ley de Informes de Crédito Justos o sus leyes estatales equivalentes.

Cada miembro del Grupo de Conciliación de la Norma 23(b)(3) y sus respectivos cónyuges, herederos, albaceas, administradores, representantes, agentes, abogados, socios, sucesores, predecesores, cesionarios, que no se haya excluido de la Conciliación ni haya presentado una Solicitud de reserva, se considerará que, de forma concluyente, ha finalmente, y para siempre conciliado, exonerado y eximido a todas las Partes exoneradas de todas las reclamaciones que surjan antes de la Fecha de entrada en vigor, ya sean conocidas o desconocidas, que el Miembro del Grupo de Conciliación de la Norma 23(b)(3) haya presentado o presente que se alegó en la Demanda (incluidas las modificaciones) o que, si se alega o no en la Demanda (incluidas las modificaciones), podría basarse en las mismas alegaciones, actos, omisiones, hechos, eventos, cuestiones, conducta o transacciones alegadas en la Demanda (incluidas las modificaciones), y cualquier reclamación en virtud de la Ley de Informes de Crédito Justos o los Equivalentes Estatales de la FCRA.

**¿Tiene alguna pregunta? Llame al (833) 319-2038, visite [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com),  
o envíe un correo electrónico a [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com)**

Usted liberará o renunciará a sus reclamaciones exoneradas contra cada uno de los empleados, empresas matrices, subsidiarias y filiales anteriores y actuales de LexisNexis FL u otras entidades comerciales (incluidos, entre otros, LexisNexis Risk Solutions Inc. y LexisNexis Risk Data Management, LLC), socios, ejecutivos, directores, empleados, agentes, clientes, revendedores, proveedores, licenciantes, contratistas independientes, otros contratistas, representantes personales, aseguradoras, abogados y cesionarios. Los proveedores, revendedores y clientes se exoneran únicamente en cuanto a la conducta u omisiones totalmente derivadas de reclamaciones contra LexisNexis FL u otra empresa matriz, subsidiaria o filial.

### 7. ¿Puedo conservar mi derecho a entablar una demanda individual de la FCRA?

Si desea reservarse su derecho a presentar una reclamación individual por daños y perjuicios reales o punitivos por una presunta infracción del título 15 del U.S.C., § 1681i, excluyendo cualquier reclamación por daños y perjuicios legales, y excluyendo entablar dicha reclamación en una demanda colectiva o acción masiva, debe presentar una Solicitud de reserva.

Si envía una Solicitud de reserva, seguirá recibiendo un pago en efectivo de esta Conciliación y seguirá renunciando (exonerando) otros reclamos cubiertos por esta Conciliación.

Para enviar una Solicitud de reserva, debe enviar el Formulario de solicitud de reserva (disponible en [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com)) o una carta firmada que incluya:

- Su nombre completo
- Su dirección postal actual
- Su número de teléfono actual
- Su firma original

Envíe su Solicitud de reserva por correo postal a la siguiente dirección:

*Scroggins v. LNRS FL*  
c/o Settlement Administrator  
P.O. Box 16  
West Point, PA 19486

O bien, por correo electrónico a: [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com)

Su Solicitud de reserva debe tener un matasellos (si se envía por correo postal) o enviarse (si se envía por correo electrónico) a más tardar el 4 de marzo de 2026.

### 8. How do I get out of the Settlement?

Si no desea recibir un pago de esta Conciliación y prefiere conservar todos sus derechos para presentar su propia demanda contra el Demandado por los reclamos en cuestión en este caso, debe tomar medidas para excluirse de esta Conciliación. Para ello, debe enviar una carta por correo postal que indique lo siguiente o algo similar: “Quiero ser excluido del Grupo de Conciliación en *Scroggins v. LNRS FL*”. Asegúrese de incluir también su nombre, su firma, dirección de correo postal actual y número de teléfono actual.

Debe enviar por correo postal su solicitud de exclusión firmada para que se reciba a más tardar el 4 de marzo de 2026, y enviarla a la siguiente dirección:

*Scroggins v. LNRS FL*  
c/o Settlement Administrator  
P.O. Box 16  
West Point, PA 19486

Nota: Si usted se excluye de esta Conciliación, el tiempo que tenga para presentar su propia demanda (denominado “prescripción”) seguirá corriendo. Es posible que su reclamación ya haya caducado.

### 9. ¿Tengo un abogado en este caso?

El Tribunal ha nombrado a los siguientes abogados como Abogados del Grupo.

Leonard Anthony Bennett  
Drew Sarrett  
Consumer Litigation Associates, P.C.  
763 J Clyde Morris Boulevard  
Suite 1-A  
Newport News, VA 23601

Si desea ser representado por su propio abogado, puede contratar uno a su propio cargo.

**¿Tiene alguna pregunta? Llame al (833) 319-2038, visite [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com),  
o envíe un correo electrónico a [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com)**

### 10. ¿Cómo se les pagará a los abogados?

Los Abogados del Grupo solicitarán al Tribunal que otorgue hasta un tercio (33.33%) del fondo total de la conciliación, u honorarios y costos de abogados de no más de \$4,400,000.00. Esta adjudicación está sujeta a la aprobación del Tribunal y se considerará después de que los Abogados del Grupo presenten declaraciones juradas que detallen su experiencia, gastos de litigio, tarifas de facturación y tiempo dedicado a litigar el caso, entre otras cosas.

### 11. ¿Cómo le digo al Tribunal que no me gusta y me opongo a la Conciliación?

Si usted es un Miembro del Grupo, puede enviar una declaración por escrito de los motivos por los cuales cree que la Conciliación es injusta o no debe ser aprobada por el Tribunal. Las objeciones escritas deben firmarse personalmente e incluir: (i) cada objeción que presente y los fundamentos legales y fácticos específicos para cada objeción; y (ii) una prueba de que usted es miembro del Grupo de Conciliación proporcionando su nombre, dirección y número de teléfono.

Si presenta una objeción a través de un abogado, también debe incluir: (i) la identidad, dirección postal, dirección de correo electrónico, número de fax y número de teléfono de su abogado; (ii) una declaración de si tiene intención de comparecer en la audiencia de aprobación final; y (iii) una declaración escrita que detalle el fundamento específico para cada objeción.

Todas las pruebas y el apoyo legal que un Miembro del Grupo desee utilizar para respaldar una objeción deben enviarse a la siguiente dirección antes de la Fecha límite para la objeción del 4 de marzo de 2026:

*Scroggins v. LNRS FL*  
c/o Settlement Administrator  
P.O. Box 16  
West Point, PA 19486

### 12. ¿Dónde y cuándo es la audiencia de aprobación final?

El Tribunal celebrará una audiencia de aprobación final el 16 de marzo de 2026 a las 11:00 a.m., hora del este, para considerar si aprobar la Conciliación y solicitar honorarios de abogados y la adjudicación de los servicios a la Demandante por un importe de \$7,500. La audiencia se llevará a cabo en el Tribunal de Distrito de los Estados Unidos para el Distrito Este de Virginia, División Richmond, 701 E Broad St., Richmond, VA 23219. El propósito de la audiencia será que el Tribunal determine si la Conciliación propuesta es justa, razonable y adecuada. En esa audiencia, el Tribunal estará disponible para escuchar cualquier objeción y argumento relacionado con la imparcialidad de la Conciliación propuesta. La audiencia puede posponerse hasta una fecha posterior sin previo aviso.

**NO ESTÁ OBLIGADO A ASISTIR A LA AUDIENCIA, PERO PUEDE ASISTIR, SI LO DESEA.**

### 13. ¿Cómo obtengo más información?

Este Aviso es solo un resumen de la Conciliación. Encontrará más detalles sobre esta Conciliación, las fechas relevantes y sus derechos en un documento más extenso denominado el Acuerdo de Conciliación.

Puede obtener una copia del Acuerdo de Conciliación completo en [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com). El sitio web también proporciona respuestas a las preguntas frecuentes, además de otra información, para ayudarlo a determinar si usted es un Miembro del Grupo de Conciliación. Además, algunos de los documentos clave del caso se publicarán en el sitio web.

También puede escribir con sus preguntas al Administrador de la Conciliación a *Scroggins v. LNRS FL*, c/o Settlement Administrator, P.O. Box 16, West Point, PA 19486, o por correo electrónico a [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com), o llamar al número gratuito (833) 319-2038.

**NO SE COMUNIQUE CON EL TRIBUNAL NI CON LA OFICINA DEL SECRETARIO DEL TRIBUNAL PARA PREGUNTAR SOBRE ESTA CONCILIACIÓN O EL PROCESO DE RECLAMACIÓN.**

**¿Tiene alguna pregunta? Llame al (833) 319-2038, visite [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com),  
o envíe un correo electrónico a [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com)**

# Exhibit D

## If You were Reported as Deceased on a LexisNexis Risk Solutions FL Inc. Report, a Proposed Class Action Settlement May Affect Your Rights

A federal court authorized this Notice. This is not a solicitation from a lawyer.

### *YOU HAVE BEEN IDENTIFIED AS A PRODUCT MEMBER*

A Settlement has been reached in a class action lawsuit involving death records reported by LexisNexis Risk Solutions FL Inc. (“LexisNexis FL” or “Defendant”). You could receive a cash payment from a \$13,500,000 Settlement.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	You will remain a member of the Settlement Class BUT WILL NOT receive a cash payment. You will give up rights to ever sue Defendant and other related parties about the legal claims that are in or could have been brought in this lawsuit, and any claims under the Fair Credit Reporting Act or its state law equivalents.
<b>SUBMIT A CLAIM FORM</b>	If you truthfully submit a Claim Form to affirm or swear that you are the person identified in this Notice and you are alive, YOU WILL receive a cash payment as explained in this Notice. You will give up rights to ever sue Defendant and other, related parties about the legal claims that are in or could have been brought in this lawsuit, and any claims under the Fair Credit Reporting Act or its state law equivalents (unless you send a Reservation Request form as noted below).
<b>EXCLUDE YOURSELF</b>	You can opt out of the Settlement and you will not be eligible for any benefits, including any cash payments. This is the only option that allows you to keep any rights you have to bring, or to become part of, another lawsuit involving the claims being settled. There is no guarantee that another lawsuit would be successful or would lead to a larger or better recovery than this Settlement.
<b>SEND A RESERVATION REQUEST FORM</b>	If you have an individual claim because you made a dispute of an inaccurate report to LexisNexis FL, you may reserve that claim (assuming it is not otherwise already barred) by submitting a “Reservation Request” form. You will still receive the cash payment if you submit the Reservation Request form, but will also retain your right to bring a new individual lawsuit for an alleged violation of 15 U.S.C. § 1681i for certain damages on your own.
<b>OBJECT TO THE SETTLEMENT</b>	If you do not exclude yourself from the Settlement, you may write to the Court about why you don’t like the Settlement or why the Court should not approve it.

**1. What is this case about?**

This Notice is to advise you that a settlement has been reached in a class action lawsuit. Plaintiff Kerry Jennifer Scroggins (“Plaintiff”) sued LexisNexis FL, alleging that it reported that Plaintiff and other consumers were deceased when they were alive. Plaintiff claims these reports violated the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq. (“FCRA”).

Defendant denies any claim of wrongdoing and denies that its reports are governed by the FCRA. However, the parties have reached a settlement. This Notice is designed to advise you regarding the terms of that Settlement.

**2. Why is this a class action settlement?**

In a class action, one or more people called Class Representatives (in this case, Plaintiff Kerry Jennifer Scroggins) sue on behalf of a group or “class” of people who have similar claims. In this case, Plaintiff sued LexisNexis FL and contended that what happened to her also happened to many other people, which are referred to as “Class Members.”

**Questions? Call (833) 319-2038, visit [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com),  
 or e-mail [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com)**

### 3. Who is included in the Settlement?

This Settlement includes two groups of Class Members known as Contact Members and Product Members.

I. Contact Members are all persons who:

- (1) contacted LexisNexis FL to inquire about a deceased notation on a LexisNexis FL product from August 11, 2017 to November 4, 2025, and
- (2) LexisNexis FL has a record of the inquiry which identifies it as related to or comparable to “deceased,” “death” or “dead.”

II. Product Members are all persons about whom:

- (1) an identity verification and/or fraud prevention transaction was run from August 11, 2017 to November 4, 2025,
- (2) for which LexisNexis FL has a record that the transaction returned a deceased notation,
- (3) LexisNexis FL’s system reflected a deceased notation associated with that person’s identifying information that was received from the national credit reporting agencies, and
- (4) the person is not deceased.

#### ***YOU HAVE BEEN IDENTIFIED AS A PRODUCT MEMBER***

### 4. What does the Settlement provide?

LexisNexis FL has agreed to establish a \$13,500,000.00 settlement fund for payments to qualified Rule 23(b)(3) Settlement Class Members, attorneys’ fees and costs, service award to the Named Plaintiff, and notice and administration costs. After settlement administration costs, attorneys’ fees and costs (capped at 33.33%), and an award to Plaintiff for serving as Class Representative (capped at \$7,500.00) are deducted, the remaining funds will be evenly distributed among all eligible Class Members. Class Members will each receive no less than \$150, and could receive \$1,000 or more, but the precise amount of the payment will depend on the number of Product Members that submit a claim and the Court’s decision with respect to a Class Representative award, attorneys’ fees and costs.

The amount of the cash payment will be the same for all Class Members: There are approximately 1,700 Contact Members and 59,000 Product Members. The total settlement fund after the payment of attorneys’ fees, service award and costs will be divided equally between each Contact Member and each Product Member who submits a Claim Form.

### 5. How do I get a payment?

If you are a Product Member, you need to file a Claim Form to receive your Settlement Payment. The deadline to file your Claim Form is **May 15, 2026**. This deadline is subject to change. Please check the settlement website for any changes to the claim filing deadline. A copy of the Claim Form is attached and may also be found online at [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com).

Payments will be made to Class Members after, and only if, the Court grants “final approval” to the Settlement and any appeals are resolved. It is always uncertain whether appeals will be filed and whether they can be resolved—and resolving them can take time. Please be patient. You can visit [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com) to check on the progress of the Court-approval process.

### 6. What am I giving up to receive these benefits?

If you do nothing, your rights will be affected.

If you do not exclude yourself, you will not be able to sue LexisNexis FL and other released parties for any claim you have before the Effective Date of the Settlement based upon the legal claims that are in or could have been brought in this lawsuit, and any claims under the Fair Credit Reporting Act or its state law equivalents.

Each member of the Rule 23(b)(3) Settlement Class and his or her respective spouses, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors, assigns, who has not excluded him or herself from the Settlement or submitted a Reservation Request, will be conclusively deemed to have fully, finally, and forever settled, released and discharged all the Released Parties of and from all claims arising before the Effective Date, whether known or unknown, which the Rule 23(b)(3) Settlement Class Member ever had or now has that were pleaded in the Complaint (including as amended) or that, whether or not pleaded in the Complaint (including as amended), could be predicated on the same allegations, acts, omissions, facts, events, matters, conduct or transactions alleged in the Complaint (including as amended), and any claims under the Fair Credit Reporting Act or FCRA State Equivalents.

**Questions? Call (833) 319-2038, visit [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com),  
or e-mail [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com)**

You will be releasing or giving up your released claims against each of LexisNexis FL's past and present employees, parents, subsidiaries and affiliate corporations or other business entities (including without limitation LexisNexis Risk Solutions Inc. and LexisNexis Risk Data Management, LLC), members, officers, directors, employees, agents, customers, resellers, vendors, licensors, independent contractors, other contractors, personal representatives, insurers, attorneys and assigns. Vendors, resellers and customers are released solely as to conduct or omissions entirely derivative of claims against LexisNexis FL or other parent, subsidiary or affiliate.

### 7. Can I keep my right to bring an individual FCRA lawsuit?

If you want to reserve your right to pursue an individual claim for actual and/or punitive damages for an alleged violation of 15 U.S.C. § 1681i, excluding any claim for statutory damages, and excluding pursuit of that claim on a class action or mass action basis, you must submit a Reservation Request.

If you submit a Reservation Request and also a Claim Form, you will still receive a cash payment from this Settlement and you will still give up (release) other claims covered by this Settlement.

To submit a Reservation Request, you must send either the Reservation Request Form (available at [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com)) or a signed letter that includes:

- Your full name
- Your current mailing address
- Your current telephone number
- Your original signature

Send your Reservation Request by mail to the following address:

*Scroggins v. LNRS FL*  
c/o Settlement Administrator  
P.O. Box 16  
West Point, PA 19486

Or by email to: [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com)

Your Reservation Request must be postmarked (if mailed) or sent (if emailed) no later than March 4, 2026.

### 8. How do I get out of the Settlement?

If you do not want to receive a payment from this Settlement and instead would prefer to keep all of your rights to file your own lawsuit against Defendant for the claims at issue in this case, you must take steps to exclude yourself from this Settlement. To do this, you must send a letter by mail stating the following or similar: "I want to be excluded from the Settlement Class in *Scroggins v. LNRS FL*." Be sure to also include your name, your signature, current mailing address, and current telephone number.

You must mail your signed exclusion request so that it is received no later than March 4, 2026, and send it to the following address:

*Scroggins v. LNRS FL*  
c/o Settlement Administrator  
P.O. Box 16  
West Point, PA 19486

Note: If you exclude yourself from this Settlement, the time you have in which to file your own lawsuit (called the "statute of limitations") will continue to run. Your claim may have already expired.

### 9. Do I have a lawyer in this case?

The Court has named the following lawyers as Class Counsel:

Leonard Anthony Bennett  
Drew Sarrett  
Consumer Litigation Associates, P.C.  
763 J Clyde Morris Boulevard  
Suite 1-A  
Newport News, VA 23601

If you want to be represented by your own lawyer, you may hire one at your own expense.

**Questions? Call (833) 319-2038, visit [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com),  
or e-mail [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com)**

### 10. How will the lawyers be paid?

Class Counsel will ask the Court for an award of up to one-third (33.33%) of the total settlement fund—or attorneys’ fees and costs of no more than \$4,400,000.00. This award is subject to Court approval and will be considered after Class Counsel submits affidavits detailing their experience, litigation expenses, billing rates, and time spent prosecuting the case, among other things.

### 11. How do I tell the Court that I do not like and object to the Settlement?

If you are a Class Member, you may send a written statement of reasons why you believe the Settlement is unfair or should not be approved by the Court. Written objections must be personally signed and include: (i) each objection you are raising and the specific legal and factual bases for each objection; and (ii) proof that you are a member of the Settlement Class by providing your name, address, and telephone number.

If you are submitting an objection through an attorney, you must also include: (i) the identity, mailing address, email address, fax number, and phone number for your attorney; (ii) a statement of whether you intend to appear at the final approval hearing; and (iii) a written statement detailing the specific basis for each objection.

All evidence and legal support a Class Member wishes to use to support an objection must be sent to the following address by the Objection Deadline of March 4, 2026:

*Scroggins v. LNRS FL*  
c/o Settlement Administrator  
P.O. Box 16  
West Point, PA 19486

### 12. Where and when is the final approval hearing?

The Court will hold a final approval hearing on March 16, 2026 at 11:00 a.m. Eastern Time to consider whether to approve the Settlement and request for attorneys’ fees and service award to Plaintiff in an amount of \$7,500. The hearing will be held in the United States District Court for the Eastern District of Virginia, Richmond Division, 701 E Broad St., Richmond, VA 23219. The purpose of the hearing will be for the Court to determine whether the proposed Settlement is fair, reasonable and adequate. At that hearing the Court will be available to hear any objections and arguments concerning the fairness of the proposed Settlement. The hearing may be postponed to a later date without notice.

**YOU ARE NOT REQUIRED TO ATTEND THE HEARING, BUT MAY ATTEND IF YOU WISH.**

### 13. How do I get more information?

This Notice is only a summary of the Settlement. More details about this Settlement, relevant dates, and your rights are available in a longer document called the Settlement Agreement.

You can get a copy of the entire Settlement Agreement by visiting [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com). The website also provides answers to commonly asked questions, plus other information, to help you determine whether you are a Settlement Class Member. In addition, some of the key documents in the case will be posted on the website.

You also may write with questions to the Settlement Administrator at *Scroggins v. LNRS FL*, c/o Settlement Administrator, P.O. Box 16, West Point, PA 19486, email [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com), or call the toll-free number, (833) 319-2038.

**PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

**Questions? Call (833) 319-2038, visit [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com),  
or e-mail [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com)**

## Si se le notificó como fallecido en un Informe de LexisNexis Risk Solutions FL Inc., una conciliación de demanda colectiva propuesta puede afectar sus derechos.

Un tribunal federal autorizó este aviso. Este documento no es una oferta de servicios de un abogado.

### SE LE HA IDENTIFICADO COMO MIEMBRO DEL PRODUCTO

Se ha alcanzado una Conciliación en una demanda colectiva que involucra registros de defunción informados por LexisNexis Risk Solutions FL Inc. (“LexisNexis FL” o “Demandado”). Podría recibir un pago en efectivo de una Conciliación de \$13,500,000.

SUS DERECHOS Y OPCIONES LEGALES EN ESTA CONCILIACIÓN	
<b>NO HACER NADA</b>	Usted seguirá siendo miembro del Grupo de Conciliación, PERO NO recibirá un pago en efectivo. Usted renunciará a los derechos de demandar alguna vez al Demandado y a otras partes relacionadas sobre las reclamaciones legales que están o podrían haber sido presentadas en este litigio, y cualquier reclamación en virtud de la Ley de Igualdad de Informes de Crédito o sus equivalentes en la ley estatal.
<b>PRESENTAR UN FORMULARIO DE RECLAMACIÓN</b>	Si usted presenta con sinceridad un Formulario de reclamación para confirmar o jurar que usted es la persona identificada en este Aviso y que está vivo, RECIBIRÁ un pago en efectivo, como se explica en este Aviso. Usted renunciará a los derechos de demandar alguna vez al Demandado y a otras partes relacionadas sobre las reclamaciones legales que están o podrían haber sido presentadas en este litigio, y cualquier reclamación en virtud de la Ley de Igualdad de Informes de Crédito o sus equivalentes en la ley estatal (a menos que envíe un formulario de Solicitud de reserva como se indica a continuación).
<b>EXCLUIRSE</b>	Puede optar por excluirse de la Conciliación, y no será elegible para ningún beneficio, incluidos los pagos en efectivo. Esta es la única opción que le permite conservar cualquier derecho que tenga para entablar o formar parte de otra demanda que involucre los reclamos que se resuelven. No hay garantía de que otra demanda tenga éxito o conduzca a una recuperación mayor o mejor que la de esta Conciliación.
<b>ENVIAR UN FORMULARIO DE SOLICITUD DE RESERVA</b>	Si tiene una reclamación individual porque ha hecho una disputa de un informe inexacto a LexisNexis FL, puede reservar esa reclamación (suponiendo que no esté ya prescrita) enviando un formulario de “Solicitud de reserva”. Usted aún recibirá el pago en efectivo, si presenta el formulario de Solicitud de reserva, pero también conservará su derecho a iniciar una nueva demanda individual por una presunta infracción del título 15 del Código de Estados Unidos (United States Code, U.S.C.) § 1681i por ciertos daños y perjuicios por su cuenta.
<b>OBJETAR LA CONCILIACIÓN</b>	Si no se excluye de la Conciliación, puede escribir al Tribunal sobre por qué no le gusta la Conciliación o por qué el Tribunal no debería aprobarlo.

### 1. ¿De qué se trata este caso?

El objetivo de este Aviso es informarle que se ha alcanzado una conciliación en una demanda colectiva. La Demandante Kerry Jennifer Scroggins (“Demandante”) demandó a LexisNexis FL, alegando que esta informó que la Demandante y otros consumidores fallecieron cuando estaban vivos. La Demandante afirma que estos informes violaron la Ley de Informes Justos de Crédito, título 15 del U.S.C., § 1681, y ss. (Fair Credit Reporting Act, “FCRA”).

El Demandado niega cualquier reclamación de delitos y niega que sus informes se rijan por la FCRA. Sin embargo, las partes han llegado a una conciliación. Este Aviso está diseñado para informarle sobre los términos de esa Conciliación.

### 2. ¿Por qué es esta una conciliación de una demanda colectiva?

En una demanda colectiva, una o más personas, denominadas Representantes del Grupo (en este caso, la demandante Kerry Jennifer Scroggins) demandan en nombre de un grupo o “clase” de personas que tienen reclamaciones similares. En este caso, la Demandante demandó a LexisNexis FL y sostuvo que lo que le sucedió a ella también le sucedió a muchas otras personas, que se denominan “Miembros del Grupo”.

**¿Tiene alguna pregunta? Llame al (833) 319-2038, visite [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com), o envíe un correo electrónico a [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com)**

### 3. ¿Quién está incluido en la Conciliación?

Esta Conciliación incluye dos grupos de Miembros del Grupo conocidos como Miembros de Contacto y Miembros del Producto.

I. Los Miembros de contacto son todas las personas que:

(1) se pusieron en contacto con LexisNexis FL para preguntar sobre una anotación de fallecimiento en un producto LexisNexis FL desde el 11 de agosto de 2017 hasta el 4 de noviembre de 2025, y

(2) LexisNexis FL tiene un registro de la investigación que la identifica como relacionada o comparable a “fallecido”, “muerte” o “difunto”.

II. Los Miembros del producto son todas las personas sobre las que:

(1) se ejecutó una transacción de verificación de identidad y/o prevención de fraude desde el 11 de agosto de 2017 hasta el 4 de noviembre de 2025,

(2) para la que LexisNexis FL tiene un registro de que la transacción devolvió una anotación de fallecido,

(3) el sistema de LexisNexis FL reflejó una anotación de fallecido asociada con la información de identificación de esa persona que se recibió de las agencias nacionales de informes de crédito, y

(4) la persona no ha fallecido.

#### **SE LE HA IDENTIFICADO COMO MIEMBRO DEL PRODUCTO**

### 4. ¿Qué establece la Conciliación?

LexisNexis FL ha acordado establecer un fondo de conciliación de \$13,500,000.00 para pagos a Miembros del Grupo calificados de la Norma 23(b)(3), honorarios de abogados y costos, una adjudicación por servicios a la Demandante Nombrada y costos de notificación y administración. Después de los costos de administración de la conciliación, se deducen los honorarios y costos de abogados (con un límite del 33.33%) y una adjudicación a la Demandante por desempeñarse como Representante del Grupo (con un límite de \$7,500.00), los fondos restantes se distribuirán uniformemente entre todos los Miembros del Grupo elegibles. Los Miembros del Grupo recibirán cada uno no menos de \$150 y podrían recibir \$1,000 o más, pero el importe exacto del pago dependerá del número de Miembros del producto que presenten una reclamación y de la decisión del Tribunal con respecto al otorgamiento a la Representante del Grupo, honorarios de abogados y costos.

El importe del pago en efectivo será el mismo para todos los Miembros del Grupo: Hay aproximadamente 1,700 Miembros de contacto y 59,000 Miembros del producto. El fondo de conciliación total después del pago de los honorarios de los abogados, la adjudicación de servicios y los costos se dividirán equitativamente entre cada Miembro de contacto y cada Miembro del producto que presente un Formulario de reclamación.

### 5. ¿Cómo obtengo un pago?

Si usted es un Miembro del producto, debe presentar un Formulario de reclamación para recibir su Pago de la Conciliación. La fecha límite para presentar su Formulario de reclamación es el **15 de mayo de 2026**. Esta fecha límite está sujeta a cambios. Consulte el sitio web de la conciliación para ver si hay cambios en la fecha límite de presentación de reclamaciones. Se adjunta una copia del Formulario de reclamación, que también puede encontrarse en línea en [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com).

Los pagos se realizarán a los Miembros del Grupo después, y solo si, el Tribunal otorga la “aprobación final” a la Conciliación y se resuelven todas las apelaciones. Siempre es incierto si las apelaciones se presentarán y si se pueden resolver, y resolverlas puede llevar tiempo. Sea paciente. Puede visitar [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com) para comprobar el progreso del proceso de aprobación del Tribunal.

### 6. ¿A qué renuncio para recibir estos beneficios?

Si no hace nada, sus derechos se verán afectados.

Si no se excluye, no podrá demandar a LexisNexis FL ni a otras partes eximidas por ninguna reclamación que tenga antes de la Fecha de entrada en vigor de la Conciliación sobre la base de las reclamaciones legales que se presentan o podrían haberse presentado en este litigio, y cualquier reclamación en virtud de la Ley de Informes de Crédito Justos o sus leyes estatales equivalentes.

Cada miembro del Grupo de Conciliación de la Norma 23(b)(3) y sus respectivos cónyuges, herederos, albaceas, administradores, representantes, agentes, abogados, socios, sucesores, predecesores, cesionarios, que no se haya excluido de la Conciliación ni haya presentado una Solicitud de reserva, se considerará que, de forma concluyente, ha finalmente, y para siempre conciliado, exonerado y eximido a todas las Partes exoneradas de todas las reclamaciones que surjan antes de la Fecha de entrada en vigor, ya sean conocidas o desconocidas, que el Miembro del Grupo de Conciliación de la Norma 23(b)(3) haya presentado o presente que se alegó en la Demanda (incluidas las modificaciones) o que, si se alega o no en la Demanda (incluidas las modificaciones), podría basarse en las mismas alegaciones, actos, omisiones, hechos, eventos, cuestiones, conducta o transacciones alegadas en la Demanda (incluidas las modificaciones), y cualquier reclamación en virtud de la Ley de Informes de Crédito Justos o los Equivalentes Estatales de la FCRA.

**¿Tiene alguna pregunta? Llame al (833) 319-2038, visite [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com),  
o envíe un correo electrónico a [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com)**

Usted liberará o renunciará a sus reclamaciones exoneradas contra cada uno de los empleados, empresas matrices, subsidiarias y filiales anteriores y actuales de LexisNexis FL u otras entidades comerciales (incluidos, entre otros, LexisNexis Risk Solutions Inc. y LexisNexis Risk Data Management, LLC), socios, ejecutivos, directores, empleados, agentes, clientes, revendedores, proveedores, licenciantes, contratistas independientes, otros contratistas, representantes personales, aseguradoras, abogados y cesionarios. Los proveedores, revendedores y clientes se exoneran únicamente en cuanto a la conducta u omisiones totalmente derivadas de reclamaciones contra LexisNexis FL u otra empresa matriz, subsidiaria o filial.

### 7. ¿Puedo conservar mi derecho a entablar una demanda individual de la FCRA?

Si desea reservarse su derecho a presentar una reclamación individual por daños y perjuicios reales o punitivos por una presunta infracción del título 15 del U.S.C., § 1681i, excluyendo cualquier reclamación por daños y perjuicios legales, y excluyendo entablar dicha reclamación en una demanda colectiva o acción masiva, debe presentar una Solicitud de reserva.

Si envía una Solicitud de reserva y también un Formulario de reclamación, seguirá recibiendo un pago en efectivo de esta Conciliación y seguirá renunciando (liberando) a otras reclamaciones cubiertas por esta Conciliación.

Para enviar una Solicitud de reserva, debe enviar el Formulario de solicitud de reserva (disponible en [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com)) o una carta firmada que incluya:

- Su nombre completo
- Su dirección postal actual
- Su número de teléfono actual
- Su firma original

Envíe su Solicitud de reserva por correo postal a la siguiente dirección:

*Scroggins v. LNRS FL*  
c/o Settlement Administrator  
P.O. Box 16  
West Point, PA 19486

O bien, por correo electrónico a: [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com)

Su Solicitud de reserva debe tener un matasellos (si se envía por correo postal) o enviarse (si se envía por correo electrónico) a más tardar el 4 de marzo de 2026.

### 8. ¿Cómo puedo salir de la Conciliación?

Si no desea recibir un pago de esta Conciliación y prefiere conservar todos sus derechos para presentar su propia demanda contra el Demandado por los reclamos en cuestión en este caso, debe tomar medidas para excluirse de esta Conciliación. Para ello, debe enviar una carta por correo postal que indique lo siguiente o algo similar: “Quiero ser excluido del Grupo de Conciliación en *Scroggins v. LNRS FL*”. Asegúrese de incluir también su nombre, su firma, dirección de correo postal actual y número de teléfono actual.

Debe enviar por correo postal su solicitud de exclusión firmada para que se reciba a más tardar el 4 de marzo de 2026, y enviarla a la siguiente dirección:

*Scroggins v. LNRS FL*  
c/o Settlement Administrator  
P.O. Box 16  
West Point, PA 19486

Nota: Si usted se excluye de esta Conciliación, el tiempo que tenga para presentar su propia demanda (denominado “prescripción”) seguirá corriendo. Es posible que su reclamación ya haya caducado.

### 9. ¿Tengo un abogado en este caso?

El Tribunal ha nombrado a los siguientes abogados como Abogados del Grupo.

Leonard Anthony Bennett  
Drew Sarrett  
Consumer Litigation Associates, P.C.  
763 J Clyde Morris Boulevard  
Suite 1-A  
Newport News, VA 23601

Si desea ser representado por su propio abogado, puede contratar uno a su propio cargo.

**¿Tiene alguna pregunta? Llame al (833) 319-2038, visite [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com),  
o envíe un correo electrónico a [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com)**

### 10. ¿Cómo se les pagará a los abogados?

Los Abogados del Grupo solicitarán al Tribunal que otorgue hasta un tercio (33.33%) del fondo total de la conciliación, u honorarios y costos de abogados de no más de \$4,400,000.00. Esta adjudicación está sujeta a la aprobación del Tribunal y se considerará después de que los Abogados del Grupo presenten declaraciones juradas que detallen su experiencia, gastos de litigio, tarifas de facturación y tiempo dedicado a litigar el caso, entre otras cosas.

### 11. ¿Cómo le digo al Tribunal que no me gusta y me opongo a la Conciliación?

Si usted es un Miembro del Grupo, puede enviar una declaración por escrito de los motivos por los cuales cree que la Conciliación es injusta o no debe ser aprobada por el Tribunal. Las objeciones escritas deben firmarse personalmente e incluir: (i) cada objeción que presente y los fundamentos legales y fácticos específicos para cada objeción; y (ii) una prueba de que usted es miembro del Grupo de Conciliación proporcionando su nombre, dirección y número de teléfono.

Si presenta una objeción a través de un abogado, también debe incluir: (i) la identidad, dirección postal, dirección de correo electrónico, número de fax y número de teléfono de su abogado; (ii) una declaración de si tiene intención de comparecer en la audiencia de aprobación final; y (iii) una declaración escrita que detalle el fundamento específico para cada objeción.

Todas las pruebas y el apoyo legal que un Miembro del Grupo desee utilizar para respaldar una objeción deben enviarse a la siguiente dirección antes de la Fecha límite para la objeción del 4 de marzo de 2026:

*Scroggins v. LNRS FL*  
c/o Settlement Administrator  
P.O. Box 16  
West Point, PA 19486

### 12. ¿Dónde y cuándo es la audiencia de aprobación final?

El Tribunal celebrará una audiencia de aprobación final el 16 de marzo de 2026 a las 11:00 a.m., hora del este, para considerar si aprobar la Conciliación y solicitar honorarios de abogados y la adjudicación de los servicios a la Demandante por un importe de \$7,500. La audiencia se llevará a cabo en el Tribunal de Distrito de los Estados Unidos para el Distrito Este de Virginia, División Richmond, 701 E Broad St., Richmond, VA 23219. El propósito de la audiencia será que el Tribunal determine si la Conciliación propuesta es justa, razonable y adecuada. En esa audiencia, el Tribunal estará disponible para escuchar cualquier objeción y argumento relacionado con la imparcialidad de la Conciliación propuesta. La audiencia puede posponerse hasta una fecha posterior sin previo aviso.

**NO ESTÁ OBLIGADO A ASISTIR A LA AUDIENCIA, PERO PUEDE ASISTIR, SI LO DESEA.**

### 13. ¿Cómo obtengo más información?

Este Aviso es solo un resumen de la Conciliación. Encontrará más detalles sobre esta Conciliación, las fechas relevantes y sus derechos en un documento más extenso denominado el Acuerdo de Conciliación.

Puede obtener una copia del Acuerdo de Conciliación completo en [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com). El sitio web también proporciona respuestas a las preguntas frecuentes, además de otra información, para ayudarlo a determinar si usted es un Miembro del Grupo de Conciliación. Además, algunos de los documentos clave del caso se publicarán en el sitio web.

También puede escribir con sus preguntas al Administrador de la Conciliación a *Scroggins v. LNRS FL*, c/o Settlement Administrator, P.O. Box 16, West Point, PA 19486, o por correo electrónico a [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com), o llamar al número gratuito (833) 319-2038.

**NO SE COMUNIQUE CON EL TRIBUNAL NI CON LA OFICINA DEL SECRETARIO DEL TRIBUNAL PARA PREGUNTAR SOBRE ESTA CONCILIACIÓN O EL PROCESO DE RECLAMACIÓN.**

**¿Tiene alguna pregunta? Llame al (833) 319-2038, visite [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com),  
o envíe un correo electrónico a [questions@deceasedreportsuit.com](mailto:questions@deceasedreportsuit.com)**

Scroggins v. LNRS FL  
c/o Settlement Administrator  
P.O. Box 16  
West Point, PA 19486

CLAIM FORM  
Scroggins v. LexisNexis Risk Solutions FL Inc.  
Case No. 3:22-cv-00545-MHL-SLS (E.D. Va.)

**CLAIM FORM**  
**DEADLINE - MAY 15, 2026**

PRODUCT MEMBERS CAN COMPLETE THIS FORM TO BE ELIGIBLE FOR A SETTLEMENT PAYMENT, AS DESCRIBED IN THE SETTLEMENT NOTICE.

NOTE: THIS CLAIM FORM WILL NOT BE VALID WITHOUT YOUR SIGNATURE. YOU MUST PROVIDE YOUR NAME, CURRENT ADDRESS, DATE OF BIRTH, AND THE LAST FOUR DIGITS OF YOUR SOCIAL SECURITY NUMBER.

THE SETTLEMENT ADMINISTRATOR MAY REQUEST ADDITIONAL INFORMATION TO VALIDATE YOUR CLAIM.

THE DEADLINE TO SUBMIT A CLAIM IS MAY 15, 2026. THIS DEADLINE IS SUBJECT TO CHANGE. PLEASE CHECK THE SETTLEMENT WEBSITE FOR ANY CHANGES TO THE CLAIM FILING DEADLINE.

**Section I: Contact Information**

*Please print all information legibly in the space provided.*

Name: \_\_\_\_\_

Current Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_

Last 4 SSN: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**Section II: Claim Certification**

I hereby certify under penalty of perjury as follows:

- (1) I am the person identified above in Section I and the information provided is correct.
- (2) I am alive.

*Sign below to verify that the information you are supplying is correct.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CLAIM FORM  
FILING  
INSTRUCTIONS**

**Online: [www.DeceasedReportSuit.com](http://www.DeceasedReportSuit.com)**

**By Mail:**  
**Scroggins v. LNRS FL**  
**c/o Settlement Administrator**  
**P.O. Box 16**  
**West Point, PA 19486**

EXHIBIT 2

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

KERRY JENNIFER SCROGGINS,	:
	:
Plaintiff,	:
	:
v.	: Civil Action No. 3:22-cv-00545-MHL-SLS
	:
LEXISNEXIS RISK SOLUTIONS FL INC.,	:
	:
Defendant.	:
_____	:

**DECLARATION OF LEONARD A. BENNETT IN SUPPORT OF  
PLAINTIFF’S MOTION FOR ATTORNEYS’ FEES, COSTS, AND SERVICE AWARD**

I, Leonard A. Bennett, hereby declare the following:

1. My name is Leonard A. Bennett. 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 submit this Declaration in support of Plaintiff’s Motion for Attorneys’ Fees, Costs, and Service Award (the “Fee Motion”).

3. I am the lead attorney working on behalf of the Plaintiff and the Rule 23(b)(3) Settlement Class in the above-styled litigation, and I am an attorney and principal of the law firm of Consumer Litigation Associates, P.C., an eight-attorney law firm with offices in Hampton Roads, Richmond, Harrisonburg, and Alexandria, Virginia. My primary office is at 763 J. Clyde Morris Boulevard, Suite 1-A, Newport News, Virginia 23601.

4. On November 4, 2025, the Court entered its Order Preliminarily Approving Settlement and Directing Notice to the Class. (ECF No. 346.) The Settlement Agreement is filed at ECF No. 344-1, and my prior declaration submitted in support of preliminary approval is filed

at ECF No. 344-3.

5. This matter is a Fair Credit Reporting Act (“FCRA”) national class action challenging LexisNexis Risk Solutions FL Inc.’s (“LNRS FL”) practice of selling identity-verification and fraud-prevention reports—compiled from public and proprietary data and used by financial institutions in connection with consumer account access—while Plaintiff alleges those reports are “consumer reports” governed by the FCRA and are marketed and furnished alongside acknowledged FCRA products for financial-services uses.

6. Plaintiff further alleges that LNRS FL repeatedly reported her as “deceased” to her credit union despite the fact that she is alive, and that the credit union relied on that reporting to restrict her online and phone access to account services and to refuse a \$5,000 debit-card preauthorization request—illustrating how inaccurate identity/death reporting can disrupt consumers’ access to essential financial services, often without warning until a denial or restriction occurs.

**Consumer Litigation Associates, P.C.’s Work in This Litigation**

7. As the docket will reflect, this matter has been vigorously litigated for over three years. This action was filed on August 11, 2022, and assigned to District Judge M. Hannah Lauck. Defendant answered, and on February 22, 2023, the Court granted Plaintiff’s consent motion to substitute LexisNexis Risk Solutions FL Inc. for the originally named entity, with the substitution relating back to the filing date. The Court entered a Scheduling Order and referred settlement proceedings to Magistrate Judge Mark R. Colombell. The Court also entered a Stipulated Protective Order on March 9, 2023.

8. Plaintiff filed an Amended Complaint on October 28, 2022, and Defendant answered on December 14, 2022. Defendant filed a motion to change venue on July 11, 2023;

after briefing and a hearing at the October 31, 2023 conference, the Court denied the motion by order on November 2, 2023. At that same time, the Court addressed sealing issues and referred discovery disputes (including a pending motion for protective order) to Magistrate Judge Summer L. Speight.

9. Plaintiff filed a Second Amended Complaint on November 10, 2023, and Defendant answered on December 15, 2023. From late 2023 and into 2024, the parties engaged in substantial discovery overseen by Magistrate Judge Speight, including the exchange of discovery dispute charts, multiple discovery hearings (e.g., Nov. 9, 13, 14, 30, Dec. 8, 2023; Jan. 12, Jan. 30, Feb. 27–28, Mar. 8, 2024), the production of class sampling, and numerous orders addressing particular requests. The docket reflects repeated status conferences, targeted extensions, and several sealing orders tied to discovery filings and transcripts. The parties also completed extensive deposition discovery. In addition to Plaintiff’s deposition, which lasted nearly five hours, counsel took fourteen depositions of current employees of Defendant and other LexisNexis entities. These examinations were accompanied by related motion practice and orders addressing deposition excerpts and scheduling, reflecting the breadth of discovery undertaken (see, e.g., ECF Nos. 110, 115, 168, 183, 185).

10. On April 15, 2024, Plaintiff filed a Motion for Class Certification, along with a *Daubert* motion directed to Defendant’s experts and a motion in limine. Defendant filed oppositions and a motion in limine on May 31, 2024, and both sides filed replies on June 28, 2024. The Court entered multiple orders on related sealing motions in June–July 2024. The Court granted both sides leave to file supplemental authorities in August and October 2024, and later granted Plaintiff leave to file a supplemental memorandum in December 2024.

11. On March 30, 2025, the Court issued a Memorandum Opinion and Order that

denied Plaintiff's motion for class certification, granted in part and denied in part Plaintiff's *Daubert* motion, granted Defendant's motion in limine, and denied as moot Plaintiff's motion in limine. The Court permitted Plaintiff to seek leave to amend, and on April 21, 2025, Plaintiff moved for leave to file a Third Amended Complaint; Defendant opposed, and additional sealing and briefing followed.

12. Throughout the case, the Court has convened repeated settlement conferences before Magistrate Judge Colombell—held on May 1, 2023; Nov. 3, 2023; Jan. 29, 2024; July 15, 2024; July 29, 2025; Aug. 21, 2025; and Aug. 27, 2025—with multiple follow-up orders scheduling further sessions.

13. Even though the case ultimately settled, the resolution was hard-fought and achieved only after years of vigorous litigation and substantial discovery. This action was litigated for over three years, with extensive motion practice and broad merits and class discovery, including numerous depositions and repeated discovery hearings and orders. The settlement itself was the product of sustained, arm's-length negotiations and a court-supervised, multi-conference mediation process before Magistrate Judge Colombell, and it occurred against the backdrop of continued uncertainty and the prospect of further protracted adversarial litigation—including dispositive motions, trial, and potential appeals—together with substantial risk and expense for all sides. In that posture, the parties effectively “two-tracked” the case—continuing to litigate and address discovery disputes while also engaging in repeated settlement conference sessions—so the settlement reflects an informed compromise reached only after counsel had a full opportunity to evaluate the evidence and the risks of continued litigation.

14. The Settlement provides for a \$13,500,000 Settlement Fund (the “Settlement

Fund”) that is Defendant’s monetary liability under the Settlement Agreement, and it includes all monetary benefits to Settlement Class Members, attorneys’ fees and costs, the service award, notice and administrative costs, and all other costs and expenses associated with the Settlement Agreement.

15. As the case progressed toward settlement, Plaintiff’s Counsel internally assigned tasks to avoid duplication and to complete work efficiently. We have done nothing since the Court’s grant of preliminary approval to alter this arrangement or otherwise needlessly inflate Counsel’s lodestar.

16. Taken as a whole, there is little doubt that the decision to settle was as informed as it could be. By the time the Parties reached agreement, this action had been substantively litigated with extensive motion practice, numerous hearings and court orders, and a broad deposition record—including Plaintiff’s deposition and more than sixteen depositions of LexisNexis personnel—together with review of class sampling, documents, and data produced in discovery and settlement negotiations. Consistent with that record, the Settlement Agreement reflects that the Parties engaged in substantial discovery and numerous depositions, recognized that the outcome remained uncertain, and resolved the case only after sustained, arm’s-length negotiations and multiple mediation sessions, including sessions conducted by Magistrate Judge Colombell.

17. My firm’s active role in the post-preliminary-approval monitoring of the case has continued. We have consulted with the Settlement Administrator on several occasions regarding the administration of the Settlement, the number of claims received and approved, and other questions that have arisen as the administration process has unfolded.

18. We have also continued our role in drafting the remaining court filings,

including the requests for attorneys' fees and costs and service award and will draft the upcoming Motion for Final Approval.

19. My firm's practice in seeking attorneys' fees in class action cases is invariably to request a percentage of the fund as our compensation. It has been our rule to tie our fees to the actual benefit – usually cash – we obtain for the class.

20. My firm also, without deviation, does not negotiate attorneys' fees until there is an agreement in principle on all aspects of the recovery for the class. We followed that same roadmap here.

21. Sometimes this common fund percentage—whether 33% or otherwise—has allowed us large multipliers dwarfing our lodestar by many times. In other instances, we have suffered a harsh negative multiplier where we recovered only a small fraction of our lodestar. For example, in a case granted final approval by Judge Chhabria involving claims against debt collectors using the credit-reporting process to attempt to collect the same tribal loans at issue here, our lodestar was \$138,427.50, yet the percentage-of-the-fund fee we requested and Judge Chhabria granted was \$109,010.25. (Order Granting Final Approval of Class Action Settlement, *Meeks v. Consumer Adjustment Corp., Inc.*, No. 3:21-cv-03266-VC (N.D. Cal.), ECF 131; *see also* Memo, *Meeks*, No. 3:21-cv-03266-VC, ECF 121 at 3–4 (discussing fees against lodestar calculation).) In other words, we do not change our approach to fees to maximize our personal recoveries—we stick to the same process and take the less-favorable outcomes as they arrive.

22. Regardless, CLA has never had any hesitation, guilt or greed in our work on behalf of consumer classes. This case is no exception. We do not seek a windfall fee tied to a potential recovery. The fund from which we seek fees is real and will be actually paid to

consumers, just as the Court’s Procedural Guidance for Class Action Settlements envisions.

23. This Settlement delivers real cash—actual dollars in Settlement Class Members’ pockets—because it establishes a non-reversionary \$13,500,000 common fund and provides automatic payments to Contact Members (no claim required) with additional payments to Product Members and a guaranteed minimum distribution per eligible class member, rather than coupons or a purely theoretical maximum recovery dependent on universal claim participation.

24. Based on the non-reversionary \$13,500,000 Settlement Fund and assuming the Court approves the requested attorneys’ fees, costs, expenses, and service award, if approximately six percent (6%) of Product Class Members submit valid claims, the projected per-claim cash payment is about \$1,721.<sup>1</sup> If funds remain after the initial distribution, the Settlement provides for a second pro rata distribution—subject to an administratively feasible minimum per-check threshold—to Settlement Class Members who negotiated their first-round checks. Any remaining balance after the second distribution will be distributed cy pres as provided in the Settlement Agreement.

25. The Settlement Administrator has informed us that as of February 9, 2026, it has received 2,234 Product Class claims.

26. As of the date of this Declaration, neither I nor the Settlement Administrator has received any objections to the Settlement.

27. Additionally, each Contact Class member (1,651 total) will receive a *pro rata* share of the Settlement Fund. Our Rule 23(b)(3) fee request is based on that to-be-actually-paid amount. We therefore remain tied to the class and benefit only if we are successful at

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<sup>1</sup> The currently estimated “all-in” cost of administration from the Settlement Administrator, to be paid from the Settlement Fund, has been factored into the calculation of this projected amount.

obtaining class member participation beyond the often-anemic claim rates. This was the reason we successfully negotiated robust notice to Class Members to encourage their participation.

28. I am informed and believe that the Class Action Fairness Act (“CAFA”) notices required by 28 U.S.C. § 1715 were timely served on the appropriate federal and state officials, and as of the date of this Declaration, no such official has contacted Class Counsel to comment on the Settlement.

29. To date, my firm has expended approximately 1,391 hours, resulting in \$1,000,975 in lodestar. We have not included significant time that could have been billed but was on behalf of our firm’s team members whose work would have been fully duplicative or was otherwise not determinable. We have not reviewed every entry for exactness and have not captured every email or telephonic discussion, but believe the meaningful time spent and work performed is accurately depicted in the attached records.

30. Between now and the time the settlement is completed, I expect Class Counsel to incur substantial additional attorneys’ fees, as it is common for us to field questions from class members, have discussions with settlement administrators, and engage in similar activities as the settlement process unfolds. That has already occurred, as we have had multiple communications and conferrals with LNRS FL’s Counsel and the Settlement Administrator since the Court’s grant of preliminary approval.

31. We have also spent time drafting our fee motion and have yet unaccumulated time we must devote to the final approval papers, preparation for the final approval hearing, and attendance of that hearing. Those hours are not reflected in the attached records, but will be incurred, nonetheless.

32. My firm has incurred \$36,266.26 in costs, which includes filing fees, service fees, court reporting costs, transcript costs, Federal Express charges, pro hac fees, etc. None of these costs have been reimbursed, and we do not seek a separate payment for them from the Settlement Fund or LNRS FL.

33. I have extensive experience litigating class actions in the Eastern District of Virginia. As this Court is well aware, practicing in this district requires an intimate knowledge of the rules and procedures unique to the district. The ABA's Committee on Commercial and Business Litigation advises that the "Rocket Docket" is a potential trap for the uninitiated" and recommends that "visiting litigants and lawyers alike would be well advised to retain experienced lead or local counsel to help them safely navigate the Rocket Docket." *A Winning Motions Practice in the Rocket Docket*, Vol. 10, No. 4 (Summer 2009). Having practiced in this division and district for over 20 years and having appeared in over 1,300 cases in this district, I am well versed in the rules and procedures unique to this district. In addition to the sheer volume of cases I have handled, I have also appeared in numerous complex class action cases brought in this district. *See, e.g., Witt v. CoreLogic SafeRent, LLC*, 3:15-cv-386 (E.D. Va.); *Henderson v. CoreLogic Nat'l Background Data, LLC*, 3:12-cv-97 (E.D. Va.); *Hayes v. Delbert Servs. Corp.*, No. 3:14-cv-258-JAG (E.D. Va.); *Soutter v. Equifax Info. Servs., LLC*, 3:10-cv-107 (E.D. Va.); *Ridenour v. Multi-Color Corp.*, No. 2:15-cv-41-MSD-DEM (E.D. Va.).

34. I have experience litigating FCRA class claims, unusually, all the way to trial. *Thomas v. FTS USA, LLC*, 312 F.R.D. 407, 420 (E.D. Va. 2016) and *Milbourne v. JRK Residential Am., LLC*, No. 3:12-cv-861, 2016 WL 1070818, at \*1 (E.D. Va. Mar. 15, 2016). I have experience in seeing claims like those presented here through discovery, dispositive

motions practice, and the posturing of such cases for successful trials.

35. The hourly rates depicted in **Exhibit A** are, in my view, reasonable for attorneys of the experience level of myself, Mr. Sarrett, Mr. Marchiando, Mr. Maravalli and a paralegal with Ms. Hudson's experience. Rates of this level have been approved in consumer-protection litigation in our home venue of the Eastern District of Virginia.

36. The rates sought in this litigation are similar to the rates approved by this court, adjusted for inflation. Currently, my standard hourly rate is \$950 per hour. This is the rate I charge in most litigation matters. The United States District Court for the Eastern District of Virginia approved my rate of \$850 per hour in *Hill-Green v. Experian Information Solutions, Inc.*, No. 3:19-cv-00708, ECF No. 142 at 8–9 ¶¶ 19–21 (E.D. Va. Mar. 2, 2023). I have also received approval of my hourly rate of \$725 per hour by this Court in *Gibbs v. Plain Green, LLC*, Case No. 3:17-cv-00495, ECF No. 141 at 11–12 ¶¶ 22–23 (E.D. Va. Dec. 13, 2019).

37. The Producer Price Index (PPI) by Industry: Legal Services (PCU54115411) published by the Federal Reserve Bank of St. Louis demonstrates that my currently requested hourly rate of \$950 reflects a modest increase (less than simply adjusting for inflation) from the rates approved in *Hill-Green* and *Gibbs*. Available at <https://fred.stlouisfed.org/series/PCU54115411#:~:text=Observations,314.819>. According to the U.S. Bureau of Labor Statistics,

The Producer Price Index is a family of indexes that measures the average change over time in the selling prices received by domestic producers of goods and services. PPIs measure price change from the perspective of the seller. This contrasts with other measures, such as the Consumer Price Index (CPI), that measure price change from the purchaser's perspective.

U.S. Bureau of Labor Statistics, *Producer Price Indexes—Frequently Asked Questions*, available at <https://www.bls.gov/ppi/faqs/questions-and-answers.htm#1>. The PPI for Legal

Services in March 2023, the month of the Final Approval Order in *Hill-Green*, was 270.159. The latest PPI for Legal Services (December 2025) is 315.684. The PPI for Legal Services in December 2019, the month of the *Gibbs* Final Approval Order, was 225.700. These PPIs are all accessible at <https://fred.stlouisfed.org/series/PCU54115411#:~:text=Observations,314.819>. Comparing the index value from the date of the Final Approval Order in *Hill-Green* (270.159 in March 2023) to the current PPI of 315.684 (December 2025) yields an inflation multiplier factor of 1.169.<sup>2</sup> Applying this factor to the previously approved rate of \$850 results in a present-day market value of \$993.65. Comparing the index value from the date of the Final Approval Order in *Gibbs* (225.700 in December 2019) to the current PPI of 315.684 (December 2025) yields an inflation multiplier factor of 1.399.<sup>3</sup> Applying this factor to the previously approved rate of \$725 results in a present-day market value of \$1,014.28. Accordingly, my requested hourly rate of \$950 reflects a modest increase from the rates approved in *Hill-Green* and *Gibbs*.

38. The other attorneys in my firm have hourly rates between \$350 and \$850. Mr. Marchiando, with more than 21 years' experience bills at a rate of \$850. Mr. Sarrett, with over 14 years' experience bills at \$650.00. Mr. Maravalli, who has been practicing for two years, bills at \$350.00. Ms. Hudson bills at \$225 per hour. This Court approved Ms. Hudson's rate in *Hill-Green*. In *Hill-Green*, the Court approved comparable rates for Mr. Sarrett and Mr. Marchiando to those requested here after adjusting for inflation.

39. Plaintiff agreed to serve as Class Representative in this lawsuit after Class Counsel explained to her the responsibilities required of an individual serving in this role. The Plaintiff took an active role by keeping abreast of the case's status, reviewing documents provided to her by Counsel, and discussing with Counsel aspects of the case, discovery issues,

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<sup>2</sup> Rounded up.

<sup>3</sup> Rounded up.

and factual information. She sat for a deposition that lasted nearly five hours. She understands her role as class representative and was responsive to counsel during the prosecution of the case.

40. The Class Representative has had the opportunity to review and comment on the proposed Settlement and agrees that it is in the best interest of the Class. She asks that the Court approve it.

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

Signed this 11<sup>th</sup> day of February, 2026.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'L.A. Bennett', with a long horizontal line extending to the right.

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Leonard A. Bennett, Esq.

## EXHIBIT A

	<b>Timekeeper</b>	Leonard Bennett	Drew Sarrett	Craig Marchiando	John Maravalli	Ashleigh Hudson (Paralegal)
Initial Case Work & Investigation		2.1	12.1			5.0
Discovery		226.7	211.4	8.6	18.8	90
Motions Practice		141.4	136.2	10.3		30
Court Appearances (including prep and travel)		75.4	35.3			0
Settlement Conferences		82.8	35.4			0
Case Administration		60.4	63.6			59.2
Preparation of Settlement & Approval Documents		15.4	8.9	10.6		14
Settlement Admin (including class member contact)		11.5	26.7			9.2
	<b>Total Hours</b>	615.7	519.6	29.5	18.8	207.4
	<b>Hourly Rate</b>	\$950	\$650	\$850	\$350	\$225
	<b>Timekeeper Lodestar</b>	\$584,915	\$337,740.00	\$25,075	\$6,580	\$46,665
	<b>TOTAL LODESTAR</b>	\$1,000,975				