

**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

LEXISNEXIS RISK SOLUTIONS FL INC.,

Defendant.

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

Plaintiff Kerry Jennifer Scroggins, individually and on behalf of the preliminarily certified Settlement Class, has submitted to the Court a Motion for Final Approval of Class Action Settlement, (ECF Nos. 349, 350) (“Final Approval Motion”), and a Motion for Attorneys’ Fees, Costs, and Service Award, (ECF Nos. 347, 348) (“Fee Motion”), seeking final approval of the Class Settlement Agreement and Release, (ECF No. 344-1) (“Settlement Agreement), and the exhibits attached thereto, entered into by and between Plaintiff and Defendant. Defendant does not oppose Plaintiff’s Final Approval Motion and Fee Motion.

This Court has reviewed the papers filed in support of the Final Approval Motion, including the Settlement Agreement filed with Plaintiff’s Preliminary Approval Motion, (ECF No. 344-1), the memoranda and arguments submitted on behalf of the Settlement Class, and all supporting exhibits and declarations attached thereto, as well as the Court’s Preliminary Approval Order. The Court held a Final Fairness Hearing on March 17, 2026, at which time the Parties and other interested persons were given an opportunity to be heard in support of and in opposition to the proposed settlement. Based on the papers filed with the Court, the presentations made at the Final Fairness Hearing on March 17, 2026, and for the reasons stated during the Final Fairness Hearing, the

Court finds that the Settlement Agreement is fair, adequate, and reasonable, and approves the requested relief as described in the Final Approval Motion.

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

1. This Final Approval Order incorporates herein and makes a part hereof the Settlement Agreement and the Preliminary Approval Order. Unless otherwise provided herein, the capitalized terms used herein shall have the same meanings and definitions given to them in the Preliminary Approval Order and Settlement Agreement, as submitted to the Court with Plaintiff's Preliminary Approval Motion. This Court has jurisdiction over matters relating to the Settlement, including, without limitation, the administration, interpretation, effectuation and enforcement of the Settlement, the Settlement Agreement, or this Final Approval Order. **CERTIFICATION OF THE SETTLEMENT CLASSES AND APPOINTMENT OF CLASS COUNSEL AND CLASS REPRESENTATIVE**

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

Contact Members: All persons who (1) contacted LNRS FL to inquire about a deceased notation on an LNRS FL product from August 11, 2017 to November 4, 2025, and (2) for whom LNRS FL has a record of the inquiry identifying it as related to or comparable to "deceased," "death," or "dead."

Product Members: 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 LNRS FL's records show the transaction returned a deceased notation; (3) LNRS FL's system reflected a deceased notation associated with that person's identifying information that was sourced from the national consumer reporting agencies; and (4) the person is not deceased.

(ECF No. 346 ¶ 1.)

4. Certification of the Rule 23(b)(3) Settlement Class is hereby reaffirmed as a final Settlement Class under Federal Rule of Civil Procedure 23(b)(3). For the reasons set forth in the

Preliminary Approval Order and stated during the Final Fairness Hearing on March 17, 2026, this Court finds, on the record before it, that this action may be maintained as a class action on behalf of the Rule 23(b)(3) Settlement Class.

5. In the Preliminary Approval Order, this Court previously appointed Plaintiff Kerry Jennifer Scroggins as Class Representative for the Rule 23(b)(3) Settlement Class, and hereby reaffirms that appointment, finding, on the record before it, that Plaintiff has and continues to adequately represent Rule 23(b)(3) Settlement Class Members.

6. In the Preliminary Approval Order, this Court previously appointed Leonard A. Bennett, Drew D. Sarrett, and Craig C. Marchiando of Consumer Litigation Associates, P.C. as Class Counsel for settlement purposes only and hereby reaffirms that appointment, finding, on the record before it, that Class Counsel have and continue to adequately and fairly represent Rule 23(b)(3) Settlement Class Members.

NOTICE TO THE CLASSES

7. The record shows, and the Court finds, that class notice has been given to the Settlement Class in the manner approved by the Court in its Preliminary Approval Order and as set forth in the Rule 23(b)(3) Notice Plan. The Court finds that such notice constitutes: (i) the best notice practicable to the Rule 23(b)(3) Settlement Class under the circumstances; (ii) notice that was reasonably calculated, under the circumstances, to apprise the Rule 23(b)(3) Settlement Class of the pendency of this litigation and the terms of the Settlement Agreement, their option to submit a reservation of rights (for individual 15 U.S.C. § 1681i claims only) or object to any part of the Settlement, their rights to appear at the Final Fairness Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the Final Approval Order, whether favorable or unfavorable; (iii) due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States

Constitution (including the Due Process Clause), Federal Rule of Civil Procedure 23(c)(2)(B) and 23(e)(1), and any other applicable law.

8. Due and adequate notice of the proceedings having been given to the Rule 23(b)(3) Settlement Class and a full opportunity having been offered to all Settlement Class Members to participate in the Final Fairness Hearing, it is hereby determined that all Settlement Class Members are bound by this Final Approval Order, as no Rule 23(b)(3) Settlement Class Members submitted timely requests for exclusion from the Rule 23(b)(3) Settlement Class.

9. Plaintiff and ten Rule 23(b)(3) Settlement Class Members have submitted Reservation Requests in accordance with the terms of the Settlement Agreement. A list of these individuals (the "Reservation Request Members") is attached as **Exhibit 1**. To the extent a Reservation Request Member elects to exercise his or her right to pursue an individual claim for actual and/or punitive damages alleging a 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, the Reservation Request Member must file his or her lawsuit against Defendant within ninety (90) days of the entry of this Final Approval Order. If the Reservation Request Member fails to do so, the Reservation Request Member will be deemed to have released any individual claim alleging a violation of 15 U.S.C. § 1681i (to the extent such claim is not otherwise already barred by the statute of limitations) and be subject to the Release of All Claims as described in Section 4.12.1 of the Settlement Agreement.

FINAL APPROVAL OF THE SETTLEMENT AGREEMENT

10. Under Federal Rule of Civil Procedure 23(e), the Court hereby finally approves in all respects the Settlement as set forth in the Settlement Agreement and finds that the Settlement, the Settlement Agreement, the benefits to the Rule 23(b)(3) Settlement Class Members, and all other parts of the Settlement are, in all respects, fair, reasonable, and adequate, and in the best

interest of the Settlement Class, within a range that responsible and experienced attorneys could accept considering all relevant risks and factors and the relative merits of Plaintiff's claims and any defenses of the Defendant, and are in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause, and the Class Action Fairness Act. Accordingly, the Settlement shall be consummated in accordance with the terms and provisions of the Settlement Agreement, with each Rule 23(b)(3) Settlement Class Member bound by the Settlement Agreement, including any releases therein.

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

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

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

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

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

e. The reaction of the class to the Settlement has been positive, with no objections filed.

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

DISMISSAL OF CLAIMS AND RELEASES

13. This litigation and all Released Claims of Rule 23(b)(3) Settlement Class

Members are hereby dismissed with prejudice and, except as otherwise provided herein or in the Settlement Agreement, without costs to any party.

14. Under the Settlement Agreement, as of the Effective Date of the Settlement, each member of the Settlement Class, except for the Reservation Request Members, shall be deemed to have fully, finally, and forever released and discharged LexisNexis Risk Solutions FL Inc. and each of its 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, vendors¹, licensors, independent contractors, other contractors, personal representatives, insurers, attorneys and assigns (“Released Parties”) from any and all Released Claims, as defined below:

Rule 23(b)(3) Settlement Class Released Claims” are the claims 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, and assigns, whether known or unknown, 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.

15. With respect to the Reservation Request Members (including Plaintiff), as of the Effective Date of the Settlement, each Reservation Request Member (including Plaintiff) and their respective spouses, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors, and assigns 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 Reservation Request Member

¹ Vendors, resellers, and customers are released solely as to conduct or omissions entirely derivative of claims against LNRS FL or other parent, subsidiary or affiliate.

(including Plaintiff) 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 except for individual claims for actual and/or punitive damages for alleged violations of 15 U.S.C. § 1681i. For the sake of clarity, Reservation Request Members (including Plaintiff) release any claim for statutory damages for alleged violations of 15 U.S.C. § 1681i.

16. Each member of the Rule 23(b)(3) Settlement Class (regardless of whether they have submitted a Reservation Request) also agree to waive their right to pursue any Released Claims on a class basis arising on or before the Effective Date against the Released Parties that 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 using the class action procedural device or as a mass action.

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

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

AWARD OF ATTORNEYS' FEES AND COSTS AND SERVICE AWARDS

19. Under Federal Rule of Civil Procedure 23(h) and pursuant to the Settlement Agreement, on March 2, 2026, Class Counsel and the Named Plaintiff moved for an award of

attorneys' fees, costs, and a service award for the Named Plaintiff. (ECF Nos. 347–348). Class Counsel requested reasonable attorneys' fees and reimbursement of costs of \$4,400,000.00² to be paid out of the Settlement Fund. The amount of the Service Award that Plaintiff requested is \$7,500.00, and it is to be paid from the Settlement Fund.

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

21. The Court, having reviewed the declarations, exhibits, and points and authorities submitted in support of Class Counsel's Fee Motion, approves an award of attorneys' fees and costs to Class Counsel in the amount of \$4,400,000.00 to be paid out of the Settlement Fund. The Court finds that this amount is reasonable and appropriate under all of the circumstances presented.

22. Courts routinely grant service awards to compensate named plaintiffs for the services they provided and the risks they incurred during the course of class action litigation. *See, e.g., Manuel v. Wells Fargo Bank*, No. 3:14-cv-238 (DJN), 2016 WL 1070819, at *6 (E.D. Va. Mar. 15, 2016) (explaining that service awards are “intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general”).²

23. The Court finds that the requested Service Award is reasonable and within the range of awards granted by courts in this and other circuits. *See, e.g., Manuel*, 2016 WL 1070819, at *6 (approving \$10,000 service award); *Ryals, Jr. v. HireRight Solutions, Inc.*, No. 3:09-cv-625 (JAG) (E.D. Va. Dec. 22, 2011) (awarding \$10,000 service awards to each class representative). Moreover, the Service Award is justified by the time and effort expended by Plaintiff on behalf of the Rule 23(b)(3) Settlement. (*See* ECF No. 344-1, at 49.)

² An amount slightly less than the 33% maximum permitted under the Settlement Agreement to conform to the monetary figure of \$4,400,000 set forth in the class notices.

Class Members and the risk she assumed in bringing this action. Accordingly, the Court finds that Plaintiff Kerry Jennifer Scroggins shall be awarded \$7,500.00 for her efforts, to be paid from the Settlement Fund.

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

25. The attorneys' fees, reimbursement of costs, and Service Award shall be paid by the Settlement Administrator within twenty-one (21) days after the Effective Date, but only after receipt of payment instructions from Class Counsel and receipt of W-9 forms completed by Class Counsel and the Named Plaintiff, and otherwise subject to the requirements in the Settlement Agreement.

OTHER PROVISIONS

26. The Court has reviewed Section 7.7 of the Settlement Agreement and considered argument of the parties. Section 7.7 limits Class Counsels' ability to represent future clients asserting the same claims or theories presented here in mass and class actions for a period of five years. It does not prohibit Class Counsel from representing any such client on an individual basis. The Court finds that Section 7.7 is reasonable, appropriately limited in time and scope, and not unduly burdensome. *See Gibbs v. Curry*, No. 3:18-cv-654 (MHL/DJN), ECF No. 64 (E.D. Va. June 19, 2019). The Court approves Section 7.7 pursuant to Rule 5.6(b) of the Virginia Rules of Professional Conduct.

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

Settlement Agreement or the Final Approval Order, including, without limitation, for the purpose of:

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

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

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

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

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

30. In the event that the Settlement becomes null and void, certification of the Rule 23(b)(3) Settlement Class shall be automatically vacated and this Final Approval Order, as well as all other orders entered and releases delivered in connection with the Settlement Agreement, shall be vacated and shall become null and void, shall be of no further force and effect, and the Parties'

rights and defenses shall be restored, without prejudice, to their respective positions as if the Settlement Agreement had never been executed.

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

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

It is SO ORDERED.


M. Hannah Lauck
Chief United States District Judge

Hon. M. Hannah Lauck
Chief United States District Judge

Date: March 17, 2026
Richmond, Virginia