

**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 MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Plaintiff Kerry Jennifer Scroggins, by counsel, moves, pursuant to Fed. R. Civ. P. 23, for final approval of the Rule 23(b)(3) class settlement of this action against Defendant LexisNexis Risk Solutions FL Inc. As shown before, the settlement is fair, reasonable, and adequate under any standard, resulted from arm’s-length negotiations, resolves hard-fought claims on behalf of thousands of consumers, and providing meaningful and durable monetary relief in exchange for a release. For the reasons set forth in the accompanying memorandum of law, the Court should grant final approval pursuant to Fed. R. Civ. P. 23(e).

Respectfully submitted,

**KERRY JENNIFER SCROGGINS**

By:           /s/ Leonard A. Bennett            
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| Defendant.                         | : |  |
|                                    | : |  |

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**PLAINTIFF’S MEMORANDUM IN SUPPORT OF  
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Plaintiff Kerry Jennifer Scroggins seeks final approval of a class-action settlement that will provide substantial monetary relief to consumers Plaintiff here alleged suffered violations of the Federal Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681, et seq. by Defendant LexisNexis Risk Solutions FL Inc.’s (“LexisNexis” or “Defendant”). LexisNexis has agreed to pay \$13,500,000 to resolve those claims, none of which will revert to LexisNexis should it not be claimed. In all respects and according to the applicable authorities, the Court should grant final approval to the Parties’ Settlement.

**OVERVIEW**

The Court preliminarily approved the Settlement on November 4, 2025. (ECF 346.) The class notice process for both proposed Settlement Classes has been completed. Continental DataLogix LLC, the Settlement Administrator appointed by the Court, sent the court-approved notice to the 60,351 Class Members by email or first-class mail. (See ECF 348-1 ¶ 13.) The Settlement Administrator estimates Class notice was delivered to 92% of Product Class Members, and 96% of Contact Class Members, none of whom have objected to the Settlement, and the

Settlement Administrator has received no exclusion requests. (**Ex. 1**, Patel Decl. ¶¶ 5, 10.) The Administrator has received eight valid Reservation Requests from Class Members. (*Id.* ¶ 8.)

Simply put, nothing has changed since the Court’s grant of preliminary approval. There have been no negative comments or objections about the Settlement, and no opt outs. Therefore, under Federal Rule of Civil Procedure 23, Plaintiff requests, and Defendant does not oppose, that the Court confirm its certification of the proposed Class, approve the proposed Class Settlement, award attorneys’ fees, costs, and the Class Representative Service Awards as previously briefed (ECF 348), and dismiss the class claims with prejudice.

#### **BACKGROUND**

This lawsuit—which challenges Defendant’s sale of identity-verification and fraud-prevention reports that may be used by financial institutions in connection with consumer account access—was filed on August 11, 2022. (ECF 1.) Plaintiff alleges LexisNexis repeatedly reported Plaintiff 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 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, two for putative classes and one individually. 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 (such as 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 of 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.

After Plaintiff filed this action, the Parties vigorously litigated for more than three years. Once preliminary pleadings and venue issues were litigated, the Parties engaged in extensive discovery. From late 2023 into 2024, discovery disputes were overseen by Magistrate Judge Summer L. 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, completing nearly 20 depositions of Plaintiff and individuals at Defendant LexisNexis and other LexisNexis entities. There was also significant motion practice and court rulings relating to issues that arose in discovery.

Along with discovery, motion practice proceeded toward class certification and merits-related issues. The Parties briefed class certification, a *Daubert* motion, and motions *in limine* during this period, and Plaintiff sought the Court’s permission to file a Third Amended Complaint.

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 the Court preliminarily approved.

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 described above. The Settlement provides a non-reversionary \$13,500,000 common fund. It encompasses two groups of settlement class members—approximately 1,700 “Contact Members” and approximately 59,000 “Product Members” (approximately 60,700 total). The Settlement also provides a mechanism for certain class members to reserve an individual claim for actual and/or punitive damages relating to disputes/reinvestigation under 15 U.S.C. § 1681i, while still participating in the cash payment process if they submit a claim.

#### **EVENTS SINCE PRELIMINARY APPROVAL**

The Court granted the proposed Settlement preliminary approval on November 4, 2025. (ECF 346.) Continental DataLogix LLC sent the court-approved notice to the Class Members by email or first-class mail. (*See* ECF 344-1 § 4.2.) Continental estimates that class notice was delivered to 92% of Product Class Members, and 96% of Contact Class Members *id.*, none of whom have objected to the Settlement, and the Settlement Administrator has received zero exclusion requests. (Ex. 1, Patel Decl. ¶¶ 5, 10.) The Administrator has received eight valid Reservation Requests from Class Members. (*Id.* ¶ 8.) Continental also accomplished the service of the necessary notice under the Class Action Fairness Act on the attorneys general of all 50 states,

the District of Columbia, and United States Territories on October 13, 2025. (ECF 348-1 ¶ 3.) No governmental entity has lodged any objection or comment to the Settlement.

In other words, the notice program was accomplished as per the Parties' Agreement and the Court's orders.

#### SETTLEMENT TERMS AND REACTION

##### **I. The Settlement Provides Meaningful Monetary Relief While Preserving Valuable FCRA Rights.**

The Settlement provides a non-reversionary \$13,500,000 common fund to resolve claims on behalf of 60,700 Settlement Class Members (approximately 1,700 "Contact Members" and 59,000 "Product Members"). (ECF 344-1 at 13–15.) Under the Settlement, Contact Members receive automatic payments (no claim required), while Product Members submit a straightforward claim to receive payment. The claims process will continue for 60 days after the Effective Date of the Settlement. (ECF 344-1 § 4.10.2.) After settlement administration costs, any attorneys' fees and costs the Court may approve (capped at 33%), and any service award to Plaintiff (capped at \$7,500) are deducted, the remaining funds will be distributed evenly among eligible Class Members; each Class Members will receive *no less than \$150* and could receive *\$1,000 or more*, depending primarily on how many Product Members submit valid claims and the Court's rulings on fees, costs, and service award.

As of February 26, 2026, Product Members have submitted 2,487 claims, which is over a 4% claims rate. (Ex. 1, Patel Decl. ¶ 7.) If funds remain after the initial distribution, the Settlement contemplates a second *pro rata* distribution (subject to a minimum threshold), with any remaining residue distributed *cy pres*. Anticipating more claims, if 6% of the Product Members submit a valid claim form, they would receive a payment of around \$1,721 if the Court approves the proposed attorneys' fees, costs, expenses, and service awards. (See ECF 348-2 ¶ 24.) This significant

consideration was achieved despite LexisNexis's defenses to the litigation, which posed risk to litigating this case to summary judgment or trial.

Even though they are receiving a payment, Class Members will not be giving up everything they have against LexisNexis in exchange. The Settlement further provides Product Members who do not exclude themselves with the ability to reserve their rights to pursue an individual claim for actual and/or punitive damages against LexisNexis relating to alleged disputes they made of its reporting about them. (ECF 344-1 § 4.4.) Individuals who complete a valid Reservation Form preserve their individual claims against LexisNexis for actual damages, attorneys' fees, and costs under 15 U.S.C. § 1681i, all they give up through the Settlement as to these claims is the ability to recover statutory damages and the right to pursue their claim on a class action or mass action basis. They must file that lawsuit within 90 Days of the Final Judgment in this case. (*Id.* § 4.4.3.) Reservation Request Members will also receive whatever payment the Settlement entitles them to. (*Id.*)

**II. Class Members Support The Settlement, And There Are No Governmental Objectors.**

As of February 27, 2026, there are no objections to the Settlement, and no Class Member has opted out. (**Ex. 1**, Patel Decl. ¶¶ 10–11.) Continental served the required Class Action Fairness Act notices on the state and federal attorneys general on August 29, 2022. (ECF 348-1 ¶ 3.) None objected to or commented on the Settlement.

**III. The Settlement Classes Will Each Provide An Appropriate Release To LexisNexis.**

In exchange for the monetary relief, Class Members are releasing all claims arising before the Effective Date 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 FCRA or FCRA state equivalents. (ECF 344-1 § 4.12.1.) Reservation Request Members preserve the right to pursue individual Section 1681i actual damage claims, releasing just the ability to obtain statutory damages for their Section 1681i claims and the right to pursue their claims on a class action or mass action basis. (*Id.*)

#### ARGUMENT AND AUTHORITIES ON FINAL APPROVAL

##### **I. The Notice Program Satisfies The Requirements Of Rule 23(c)(2)(B).**

Federal Rule of Civil Procedure 23(e)(1) requires that the court “direct notice in a reasonable manner to all class members who would be bound by the proposal.” FED. R. CIV. P. 23(e)(1). Rule 23(c)(2) requires that notice to the Rule 23(b)(3) class be “the best practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” FED. R. CIV. P. 23(c). The Rule also requires that the notice inform potential class members that: (1) they are able to opt out; (2) the judgment will bind all class members who do not opt out; (3) and any member who does not opt out may appear through counsel. *Id.* In assessing the sufficiency of the notice, the Court must consider both the method of delivery and the notice’s content. *See* FEDERAL JUDICIAL CENTER, *Manual for Complex Litigation* § 21.312 (4th 2004).

In this case, Class Members were identified from LexisNexis’s databases, which contained the class members’ names and addresses. Continental updated the address information to make sure the class notice reached as many class members as possible and also used reasonable, available procedures to update email and mailing addresses. (ECF 344-1 § 4.2.4.) If an email attempt bounced back, Continental attempted to resend the message for the next 30 days. (*Id.*) If an email message was unopened 14 days after the first attempt to send it, Continental sent that Class Member a notice by traditional mail. (*Id.*) Notices of all types were in both English and Spanish. (ECF 344-1 § 4.2.4.)

As this Court has held, “[w]hat amounts to reasonable efforts under the circumstances is for the Court to determine after examining the available information and possible identification methods . . . ‘In every case, reasonableness is a function of [the] anticipated results, costs, and amount involved.’” *Fisher v. Va. Elec. & Power Co.*, 217 F.R.D. 201, 227 (E.D. Va. 2003) (citations omitted). Courts—including this Court and others within the Fourth Circuit—have approved notice programs with a much smaller delivery rate. *See In re Serzone*, 231 F.R.D. 221, 236 (S.D. W. Va. 2005) (approving notice program where direct mail portion was estimated to have reached 80% of class members); *Martin v. United Auto Credit Corp.*, No. 3:05-cv-143 (E.D. Va. Aug. 29, 2006) (granting final approval where class notice had around 85% delivery).

Here, the Rule 23(b)(3) class notice reached 93 and 97% of Class Members. This was the best available notice given: (a) the available information; (b) the possible identification methods; (c) the number of Class Members; and (d) the amount of the Settlement. The Parties have fully complied with the Preliminary Approval Order’s notice requirements and have achieved a highly successful notice program.

## **II. The Settlement Satisfies the Requirements of Rule 23(e)(2).**

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

23(e)(2)). “In determining whether a settlement is fair, reasonable, and adequate,” Rule 23(e)(2) requires the court to consider:

- (A) the class representatives and class counsel have adequately represented the class;
- (B) the proposal was negotiated at arm’s length;
- (C) the relief provided for the class is adequate, taking into account:
  - (i) the costs, risks, and delay of trial and appeal;
  - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
  - (iii) the terms of any proposed award of attorneys’ fees, including timing of payments; and
  - (iv) any agreement required to be identified under Rule 23(e)(3);
- (D) the proposal treats class members equitably relative to each other.

*Galloway v. Williams*, No. 3:19-cv-470, 2020 WL 7482191, at \*4 (E.D. Va. 2020) (quoting FED. R. CIV. P. 23(e)(2)). In making this assessment, district courts are provided with “considerable deference” because “the court ‘is exposed to the litigants, and their strategies, position[s], and proofs, and is on the firing line and can evaluate the action accordingly.’” *Lumber Liquidators*, 952 F.3d at 484 (quoting *Joel A. v. Giuliani*, 218 F.3d 132, 139 (2d Cir. 2000)).<sup>1</sup>

**A. Plaintiff And Class Counsel Have Adequately Represented The Classes.**

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

Rule 23(e)(2)'s first factor examines whether "the class representatives and class counsel have adequately represented the class." FED. R. CIV. P. 23(e)(2)(A). This assessment is "redundant of the requirements of Rule 23(a)(4) and Rule 23(g), respectively." *In re Flint Water Cases*, 571 F. Supp. 3d 746, 780 (E.D. Mich. 2021) (quoting ALBERT CONTE & HERBERT NEWBERG, *Newberg on Class Actions* § 13:48 (5th ed. June 2021 update)). Rule 23's adequacy requirements are met if: "(1) the named plaintiff[s] [have] interests common with, and not antagonistic to, the Class' interests; and (2) the plaintiff[s'] attorney is qualified, experienced and generally able to conduct the litigation." *Gibbs v. Stinson*, No. No. 3:18-cv-676, 2021 WL 4812451, at \*16 (E.D. Va. Oct. 14, 2021) (quoting *Milbourne v. JRK Residential Am., LLC*, 2014 WL 5529731, at \*8 (E.D. Va. Oct. 31, 2014)).

This first factor is easily satisfied. Ms. Scroggins's interests are fully aligned with the putative class members because she sought the same relief for the same allegedly unlawful actions. *Accord Stinson*, 2021 WL 4812451, at \*16 (finding that the plaintiffs were adequate in a comparable case because they had "no interests antagonistic to the class's interest" and shared "identical interest of establishing Defendants' liability based on the same questions of law and fact"); *Williams v. Big Picture Loans, LLC*, 339 F.R.D. 46, 59 (E.D. Va. 2021) (finding that the plaintiffs were adequate in a comparable case because the "Plaintiffs' interests are in line with those of the broader classes"); *MacDonald v. Cashcall, Inc.*, 333 F.R.D. 331, 345 (D.N.J. 2019) ("There is nothing in the record to suggest that either proposed class representative has a claim or interest antagonistic to the remainder of the class: both MacDonald and Spearman took out loans from Western Sky allegedly at usurious interest rates."); *Brice v. Haynes Invs., LLC*, 2021 WL 1916466, at \*6 (N.D. Cal. Apr. 23, 2021) (same). Indeed, in its Preliminary Approval Order, the

Court already found that Ms. Scroggins will be an adequate class representative. (ECF 346 ¶ 3.d.) Nothing has changed since then to warrant revisiting that conclusion.

As to Class Counsel, this Court and many others have found that the attorneys here are extremely qualified to represent a consumer class.<sup>2</sup> And Class Counsel has been found qualified in other federal consumer protection litigation. *Galloway v. Williams*, 2020 WL 7482191, at \*8 (E.D. Va. Dec. 18, 2020) (“Class Counsel and their firms have extensive backgrounds in complex and class action litigation and consumer protection litigation. And, in particular, members of Class Counsel have significant experience in litigating class action lawsuits against tribal lenders.”); *Hayes v. Delbert Servs. Corp.*, 3:14-cv-258, ECF No. 193 at 9-12 (E.D. Va. Jan. 20, 2017); *Turner v. Zestfinance, Inc.*, No. 3:19-cv-293 (E.D. Va.) (“[W]e have Ms. Kelly and Mr. Bennett here, who are well known to me as being experts in this field, but it looks like the other class counsel is like the all-star team of consumer litigation.”); *In re Think Finance*, No. 17-33964 (Bankr. N.D. Tex.) (“[The Court] had two or three sets of law students that sat through this, and each time I told them that when you come into this hearing you’ll see some of the best lawyers in America, and I still feel like that today.”).

**B. Negotiations Were Arm’s-Length And Involved A Respected Neutral.**

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<sup>2</sup> *Clark v. Trans Union, LLC*, No. 3:15-cv-391, 2017 WL 814252, at \*13 (E.D. Va. Mar. 1, 2017) (“This Court has repeatedly found that Clark’s counsel is qualified to conduct such litigation. ... This Court echoes the sentiments previously stated about Clark’s counsel because they pertain here with equal vigor.”); *Manuel v. Wells Fargo Bank, Nat’l Ass’n*, No. 3:14-cv-238, 2016 WL 1070819, at \*3 (E.D. Va. Mar. 15, 2016) (stating that “this Court would have difficulty overstating Class Counsel’s experience[.]”); *Soutter v. Equifax Info. Servs., LLC*, No. 3:10CV107, 2011 WL 1226025 (E.D. Va. Mar. 30, 2011) (“[T]he Court finds that Soutter’s counsel is qualified, experienced, and able to conduct this litigation. Counsel is experienced in class action work, as well as consumer protection issues, and has been approved by this Court and others as class counsel in numerous cases.”).

The second factor examines whether the settlement “was negotiated at arm’s length” Fed. R. Civ. P. 23(e)(2)(B); *see also Flint Water Cases*, 571 F. Supp. 3d at 780 (explaining that the second factor requires courts to “consider whether the negotiations were conducted at arm’s length with no evidence of collusion or fraud”). “Courts presume the absence of fraud or collusion unless there is evidence to the contrary.” *Id.* (quoting *UAW v. Gen. Motors, Corp.*, 2006 WL 891151, at \*21 (E.D. Mich. Mar. 31, 2006)). Here, no evidence suggests the presence of collusion or fraud between the parties.

To help confirm that the negotiations were arm’s length, courts have looked at several other factors, including the presence of a mediator. As the leading class action treatise explains: “There appears to be no better evidence of [a truly adversarial bargaining process] than the presence of a third party mediator.” Conte & Newberg, *supra*, § 13:48; *see also Flint Water Cases*, 571 F. Supp. 3d at 780 (“highly experienced mediators” provided “ample protections in their roles”). Here, the settlement negotiations involved several mediation sessions over many months, along with dozens of informal exchanges over email and telephone. The formal mediation sessions were supervised by Magistrate Judge Colombell. Although professional, these mediation sessions were hard-fought, with each side making concessions to reach the Settlement before the Court. Each side strongly believed in the strength of their litigation positions, as shown by the hard-fought discovery and settlement discussions. With Judge Colombell’s assistance, however, the Parties resolved the case in a fair way to both sides, but still provides substantial relief to class members. Judge Colombell’s involvement further establishes that there was no collusion among the Parties.

Courts also consider the posture of the case at the time of the settlement. *See, e.g., Brown v. Transurban USA, Inc.*, 318 F.R.D. 560, 571 (E.D. Va. 2016). “Considering the posture of the case at the time of settlement allows the Court to determine whether the case has progressed far

enough to dispel any wariness of ‘possible collusion among the settling parties.’” *Id.* Here, as detailed in Plaintiffs’ fee motion (ECF 348 at 5), the Parties completed significant discovery before settlement, including class sampling and multiple orders addressing particular issues in discovery, all of which was overseen by Magistrate Judge Speight. Simply put, there is no argument that Parties did not fully explore the claims and defenses at issue before deciding settlement was appropriate. This litigation history reaffirms that there was no possible collusion among the Parties.

**C. The Relief Provided to the Class is Adequate.**

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

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

Fed. R. Civ. P. 23(e)(2)(C). These subfactors overlap with the factors that the Fourth Circuit has held are required to evaluate a class settlement’s fairness, reasonableness, and adequacy. *In re Lumber Liquidators Chinese-Manufactured Flooring Prods. Mktg., Sales Practices and Prods. Liab. Litig.*, 952 F.3d 471, 484 n.8 (4th Cir. 2020) (citing *In re Jiffy Lube Sec. Litig.*, 927 F.2d 155, 159 (4th Cir. 1991)). An analysis of each factor shows that this settlement is fair, reasonable, and adequate.

The first Rule 23(e)(2)(C) sub-factor requires the Court to evaluate the settlement against the costs, risks, and delay of trial and appeal. This factor strongly supports approval of the Settlement. While Plaintiff believed strongly in her claims and her ability to succeed because, in her view, inaccuracy is easily proven, there was a risk that LexisNexis could nonetheless prevail at summary judgment or on appeal. And while Plaintiff believed that she could overcome those obstacles, certification of any class was by no means a given. A loss on certification would mean

that Class Members would receive nothing. But even if Plaintiff were ultimately successful on the merits and class certification, the litigation would have taken several years to resolve. Even more importantly, the long delay threatened by continued litigation, interlocutory appeals, and terminal appeal would have heightened the difficulty of finding and notifying class members. The settlement eliminates all these risks and substantially reduces the burden on all parties.

Rule 23(e)(2)(C)'s second sub-factor requires the Court to evaluate the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims. Here, Settlement benefits are automatically sent to Contact Members, and Product Members must simply submit a claim form, that does not require any additional documentation, to obtain a settlement benefit. And each Product Member has the ability to preserve individual actual damage claims against LexisNexis under Section 1681i of the FCRA. (ECF 344-1 § 4.4) "The use of objective criteria to determine settlement distribution is a hallmark of fairness." *Flint Water Cases*, 571 F. Supp. 3d at 781. As discussed above and in Plaintiff's preliminary approval brief, class membership was determined based on objective criteria aimed at identifying class members. Because the distribution scheme is based on objective criteria, this factor supports approving the Settlement.

Rule 23(e)(2)(C)'s third sub-factor requires the Court to evaluate the request for attorney fees, including the timing of the request. The focus of this analysis is whether there are signs that "counsel sold out the class's claims at a low value in return for [a] high fee." *Conte & Newberg, supra*, § 13:54. There are no such indications here. As outlined above, there is no sign that Class Counsel left any money on the negotiating table. Instead, they obtained a \$13,500,000 cash fund, none of which will return to LexisNexis if unclaimed. This is significant consideration for the Class Members' claims. And Class Counsel is not seeking anything that a similarly situated

contingency-fee lawyer would seek—the usual percentage of the settlement fund, one third of the cash value.

It is also important to note that the attorneys’ fee component of the settlement was only discussed after all other material settlement terms had been finalized. And the attorneys’ fees were also negotiated under the supervision of a third-party mediator, Magistrate Judge Colombell, who is experienced enough to notice if Class Counsel were compromising the class members’ claims for their own benefit. *Flint Water Cases*, 571 F. Supp. 3d at 782. As to the timing of the attorney fee award request, “courts are to consider this to prevent situations in which the request for attorney fees is unknown and could upset the compensation to claimants at the time of final approval.” *Id.* There is no such concern here. Instead, the proposed attorneys’ fee was included in the class notice, and no class member raised an objection related to the proposed amount.

Finally, there are no agreements that need to be identified under Rule 23(e)(3).

**D. The Settlement Treats Class Members Equitably Related to Each Other.**

The final factor under Rule 23(e)(2) requires a court to consider whether “the proposal treats class members *equitably* relative to each other.” FED. R. CIV. P. 23(e)(2)(D) (emphasis added). This factor considers whether class members have been treated in a fair and impartial manner, but “[t]here is no requirement that all class members in a settlement be treated *equally*.” *Swinton v. SquareTrade, Inc.*, 454 F. Supp. 3d 848, 876 (S.D. Iowa 2020) (emphasis in original) (citation omitted). And when considering this factor, a court “must balance the claims of those with potentially substantial damages with those with potentially minimal or insignificant damages.” *Id.* (citation omitted).

The settlement here achieves this balance. Class Members are all treated equally: Contact Members will all receive the same, automatic payment, and Product Members who submit valid

claims will receive the same *pro rata* share of the settlement fund. And all Product Members have the identical ability to reserve and prosecute individual Section 1681i reinvestigation claims if they choose to do that. And if any Class Member suffered more actual damages than the estimated class payment, they were advised of their right to opt out of the settlement and pursue individual litigation.

### CONCLUSION

The settlement provides significant benefits to class members, and the settlement meaningfully compensates them for the alleged harm. Nothing has changed since the Court's grant of preliminary approval that should give the Court pause about granting final approval to the settlement. It meets all of the requirements of Rule 23(e) and the *Jiffy Lube* factors, and the Court should finally approve it.

Respectfully submitted,

**KERRY JENNIFER SCROGGINS**

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# 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: CLASS MEMBER COMMUNICATIONS**

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. This declaration supplements my declaration of February 9, 2026 (ECF No. 348) to provide an update on the status of the administration.

**Notice Mailing**

3. As of the close of business on February 26, 2026, Continental received 1 Contact Notice and 200 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.

4. As of the close of business on February 26, 2026, Continental received 111 Contact Notices and 6,629 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 were promptly remailed to updated addresses on a rolling basis as they were received and processed. As of the close of business on February 26, 2026, of the Contact

Notice and Product Notices that were remailed, 12 Contact Notices and 487 Product Notices have been returned as undeliverable with no updated address provided.

**Notice Summary**

5. 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>                  |
| <br>Email Notices Opened            |  |               | <br>1,844                      |
| <br>Mailed Notice                   |  | <br>56,856    |                                |
| Less: Undeliverables:               |  | (4,692)       | <u>52,164</u>                  |
| <br>Total presumed delivered:       |  |               | <br><u>54,008</u> <u>92.0%</u> |
| <b><u>CONTACT CLASS MEMBERS</u></b> |  |               |                                |
| Original Mailing List:              |  | <b>1,651</b>  |                                |
| Less: No Contact Information        |  | ( 5 )         | <u>1,646</u>                   |
| <br>Email Notices Opened            |  |               | <br>85                         |
| <br>Mailed Notice                   |  | <br>1,561     |                                |
| Less: Undeliverables:               |  | (63)          | <u>1,498</u>                   |
| <br>Total presumed delivered:       |  |               | <br><u>1,583</u> <u>96.2%</u>  |

**Claim Filing and Settlement Class Member Communications**

6. As of the close of business on February 26, 2026, Continental has received 470 email inquiries and 85 telephone inquiries.

7. The deadline to submit a Claim form is 60 days after the Effective Date. As of the close of business on February 26, 2026, Continental has received 1,298 online Claim forms and 1,189 mailed Claim forms.

8. The deadline to submit a Reservation Request form is March 4, 2026. As of the close of business on February 26, 2026, Continental has received 8 Reservation Request forms from Class Members. We have received an additional 5 Reservation Request forms from individuals who do not appear to be Class Members.

**Exclusion Requests and Objections**

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

10. As of the close of business on February 26, 2026, Continental has not received any exclusion requests.

11. As of the close of business on February 26, 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 27th day of February 2026.



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Ritesh Patel