

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

KERRY JENNIFER SCROGGINS,

Plaintiff,

v.

Civil Action No. 3:22cv545

LEXISNEXIS RISK SOLUTIONS FL INC.,

Defendant.

**ORDER PRELIMINARILY APPROVING
SETTLEMENT AND DIRECTING NOTICE TO CLASS**

The Court, having reviewed the Settlement Agreement and supporting papers, hereby
ORDERS:

1. The Court has considered the proposed settlement of the class claims asserted in this action on behalf of the Rule 23(b)(3) Settlement Class, which consists of two groups—**Contact Members** and **Product Members**—as those classes are defined below¹:

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 has a record that 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.

2. The Settlement Agreement filed by the Parties appears, upon preliminary review, to be fair, reasonable, and adequate to the Settlement Class. Accordingly, the proposed settlement

¹ Defined terms used in this Order have the same meaning provided in the Settlement Agreement.

therein is preliminarily approved, pending a Final Approval Hearing, as provided for herein.

3. The prerequisites to a class action under Fed. R. Civ. P. 23(a) have been preliminarily satisfied, for settlement purposes only, in that:

- a. The Settlement Class consists of approximately 1,700 Contact Members and 59,000 Product Members, making joinder impracticable (numerosity);
- b. The claims of the Named Plaintiff are typical of those of the other members of the Settlement Class (typicality);
- c. There are questions of fact and law that are common to all members of the Settlement Class (commonality); and
- d. The Named Plaintiff will fairly and adequately protect the interests of the Settlement Class and has retained Class Counsel experienced in consumer class action litigation who have, and will continue to, adequately represent the Settlement Class (adequacy).

4. For settlement purposes only, the Court finds that this action is preliminarily maintainable as a class action under Fed. R. Civ. P. 23(b)(3) because (1) a class action is a fair and efficient adjudication of this controversy; and (2) questions of fact and law common to the members of the Settlement Class predominate over any questions affecting only individual members.

5. If the Settlement Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated for any reason before the Effective Date, the Settlement Class shall be decertified, the Settlement Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any Party and shall not be deemed or construed to be an admission or confession by any Party of any fact, matter, or

proposition of law; and all Parties shall stand in the same procedural position as if the Settlement Agreement had not been negotiated, made, or filed with the Court. In that event, this Order shall not have any precedential effect with respect to a litigated class certification motion.

6. The Court appoints Kerry Jennifer Scroggins as Class Representative. The Court also appoints Leonard A. Bennett, Drew D. Sarrett, and Craig C. Marchiando of Consumer Litigation Associates, P.C. as counsel for the Class (“Class Counsel”). The Court also approves Continental DataLogix LLC as the Settlement Administrator.

7. The Court will hold a Final Approval Hearing pursuant to Fed. R. Civ. P. 23(e) on March 16, 2026, at 11:00 a.m. (*at least 120 days after entry of this Order*) at the United States District Court for the Eastern District of Virginia, Richmond Division, 701 E Broad St., Richmond, VA 23219, for the following purposes:

1. To determine whether the proposed settlement is fair, reasonable, and adequate and should be granted final approval by the Court;
2. To determine whether a final judgment should be entered dismissing the claims of the Settlement Class with prejudice, as required by the Settlement Agreement;
3. To consider the application of Class Counsel for an award of attorneys’ fees, costs, and for a service award to the Class Representative; and
4. To rule upon other such matters as the Court may deem appropriate.

8. Defendant is to provide the Class List, and the Settlement Administrator is to implement the Notice Plan, in accordance with the Settlement Agreement’s terms and timelines. Pursuant to the Settlement Agreement, the Administrator will provide a declaration to be filed with

the Court attesting to the implementation of the Notice Plan prior to the Final Approval Hearing. To the extent the Parties or Settlement Administrator determine that ministerial changes to the Notice Plan are necessary before disseminating notice to the Settlement Class Members, they may make such changes without further application to the Court.

9. The Court finds the Notice Plan to fully satisfy the requirements of Fed. R. Civ. P. 23 and due process, constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

10. Any Settlement Class Member who wishes to be excluded must submit a written request for exclusion to the Administrator by the deadline stated in the Class Notice (no later than ninety (90) days after the Notice Date) and in the manner described in the Settlement Agreement and Notices. Requests for exclusion must: (i) state the Class Member's name, address, and telephone number; (ii) clearly state the desire to be excluded from the *Scroggins v. LexisNexis* settlement; and (iii) be signed and dated. The Administrator shall provide a declaration listing all timely, valid exclusions before the Final Approval Hearing.

11. A Settlement Class Member who does not timely and validly request exclusion will be bound by all subsequent proceedings, orders, and the judgment in this action, including the releases in the Settlement Agreement.

12. Any Settlement Class Member who does not request exclusion and who wishes to object must file and serve a written objection by the deadline stated in the Class Notice (no later than ninety (90) days after the Notice Date) that complies with the requirements set forth in the Settlement Agreement and Notices, including the information necessary to identify the objector and state the grounds for objection with specificity, and whether the objector intends to appear at the Final Approval Hearing. Only Settlement Class Members who timely submit valid objections

will be heard at the Final Approval Hearing.

13. Any Settlement Class Member who fails to timely file and serve a written objection pursuant to the terms of this Order and the Settlement Agreement shall not be permitted to object to the approval of the settlement or the Settlement Agreement and shall be foreclosed from seeking any review of the settlement or the terms of the Settlement Agreement by appeal or other means.

14. All briefs, memoranda, petitions and affidavits to be filed in support for an individual award to the Class Representative and for an award of attorney's fees and costs shall be filed not later than twenty-one (21) days before the Opt-Out & Objections Deadline.

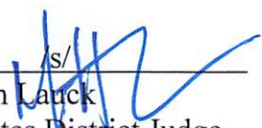
15. All briefs, memoranda, petitions and affidavits to be filed in support of final approval of the settlement shall be filed not later than fourteen (14) days before the Final Approval Hearing.

16. Neither this Order nor the Settlement Agreement shall be construed or used as an admission or concession by or against the Defendant or any of the Released Parties of any fault, omission, liability, or wrongdoing, or the validity of any of the Released Claims. This Order is not a finding of the validity or invalidity of any claims in this lawsuit or a determination of any wrongdoing by the Defendant or any of the Released Parties. The preliminary approval of the Settlement Agreement does not constitute any opinion, position, or determination of this Court, one way or the other, as to the merits of the claims and defenses of Plaintiff, the Settlement Class Members, or the Defendant.

17. The Court retains exclusive jurisdiction over this action to consider all further matters arising out of or connected with the Settlement Agreement.

It is SO ORDERED.

Date: 11/4/2025
Richmond, Virginia



M. Hannah Lauck
United States District Judge