

EXHIBIT 1

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

KERRY JENNIFER SCROGGINS, :

Plaintiff, : Civil Action No.: 3:22-cv-00545-MHL-SLS

v. :

LEXISNEXIS RISK SOLUTIONS FL
INC., :

Defendant.

Class Settlement Agreement and Release

TABLE OF CONTENTS

	Page
1. RECITALS	2
1.1 The Settled Action	2
1.2 Defendant’s Denial of Liability	2
1.3 Settlement Through Mediation	3
2. DEFINITIONS.....	4
3. MOTION FOR PRELIMINARY APPROVAL	10
4. SETTLEMENT PROVISIONS SPECIFIC TO RULE 23(B)(3)	
SETTLEMENT.....	10
4.1 Certification of Rule 23(b)(3) Settlement Class	10
4.2 Rule 23(b)(3) Notice Plan.....	11
4.3 Procedure for Opt-outs.....	16
4.4 Procedure for Reservation of Potential 15 U.S.C. § 1681i Claim	18
4.5 Objections from Rule 23(b)(3) Settlement Class Members.....	20
4.6 Settlement Fund	21
4.7 Settlement Fund Tax Status	22
4.8 Rule 23(b)(3) Settlement Attorney’s Fees, Costs, and Other Expenses	23
4.9 Service Award to Plaintiff	23
4.10 Product Members Claims Process	24
4.11 Payment Schedule.....	25
4.12 Rule 23(b)(3) Settlement Class Release	27
5. ENTRY OF FINAL JUDGMENT AND ORDER	30
6. TERMINATION.....	31
7. MISCELLANEOUS PROVISIONS.....	33
7.1 Best Efforts to Obtain Court Approval	33
7.2 No Admission	34
7.3 Court’s Jurisdiction and Choice of Law	35
7.4 Settlement Notices	35
7.5 Taxes	36
7.6 Defendant’s Communication with Customers, Business Contacts, and Members of the Public	36
7.7 Class Counsel’s Representation of Other Consumers	36
7.8 No Public Statements by Class Counsel Outside of Formal Notice Program.....	37
7.9 Confidentiality of Discovery Materials and Information.....	37
7.10 Complete Agreement	37
7.11 Headings for Convenience Only	38
7.12 Severability	38
7.13 No Party Is the Drafter.....	38
7.14 Binding Effect.....	38
7.15 Authorization to Enter Settlement Agreement.....	38
7.16 Execution in Counterparts.....	39

This Settlement Agreement and Release (“Settlement Agreement”) is made and entered into by Plaintiff Kerry Jennifer Scroggins, Defendant LexisNexis Risk Solutions FL Inc., and their counsel in the case captioned *Scroggins v. LexisNexis Risk Solutions FL Inc.*, No. 3:22-cv-00545-MHL-SLS, and is submitted to the Court for approval pursuant to Fed. R. Civ. P. 23.

1. RECITALS

1.1 The Settled Action

This Agreement resolves a putative class action against Defendant arising from the alleged reporting of deceased notations in products offered by Defendant. Plaintiff claims these and related products are “consumer reports” as defined by the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.* (“FCRA”) despite Defendant’s position to the contrary.

1.2 Defendant’s Denial of Liability

Defendant denies each and every one of Plaintiff’s allegations of wrongful conduct and damages. Defendant has asserted numerous defenses to Plaintiff’s claims and disclaims any wrongdoing or liability whatsoever. Defendant further denies this matter satisfies the requirements to be certified or tried as a class action under Fed. R. Civ. P. 23. Defendant nevertheless desires to settle all claims that are asserted, or which could have been asserted, in the Settled Action, on the terms and conditions set forth herein, solely for the purpose of avoiding the burden, expense and uncertainty of continuing litigation and for the purpose of putting to rest the controversies raised in or implicated by the Settled Action. Nothing in this Agreement or any other document will be construed as an admission or evidence of any violation of any federal or state statute, rule, or regulation, or principle of common law or equity, or of any liability or wrongdoing whatsoever, or of the truth of any of the claims or facts asserted or to be asserted in the Settled Action, or of the lack of merit of any defenses Defendant raised or could have raised against the operative complaints or any other pleading or document filed in the Settled Action. Further, Defendant is

not estopped from challenging any such claim asserted in the Settled Action or additional motions for class certification in further proceedings in the Settled Action or in any other action if the Settlement is not finally approved.

1.3 Settlement Through Mediation

This Settlement Agreement has been reached after the Parties engaged in discovery, including the exchange of a substantial amount of documents and information relevant to the claims of Plaintiff and those of the classes she purported to represent and numerous depositions. Plaintiff and Defendant recognize the outcome of this matter is uncertain, and a final resolution through the litigation process would require further protracted adversarial litigation and appeals; substantial risk and expense; the distraction and diversion of the Defendant's personnel and resources and the expense of any possible future litigation raising similar or duplicative claims; and Plaintiff, Defendant, and their counsel have agreed to resolve this matter as a settlement class action according to the terms of this Settlement Agreement. The Settlement Agreement is a product of sustained, arm's length settlement negotiations and numerous mediation sessions including multiple sessions conducted by Magistrate Judge Mark Colombell. The negotiations and mediation sessions resulted in an agreement on the principal terms of a settlement.

NOW, THEREFORE, without (a) any admission or concession on the part of Plaintiff of the lack of merit of the Settled Action whatsoever, or (b) any admission or concession of liability or wrongdoing or the lack of merit of any defense whatsoever by Defendant, it is hereby stipulated and agreed by the undersigned, on behalf of Plaintiff, the Rule 23(b)(3) Settlement Class, and Defendant, that this matter and all claims of Plaintiff and the Rule 23(b)(3) Settlement Class be settled, compromised, and dismissed on the merits and with prejudice as to the Released Parties, subject to Court approval as required by Fed. R. Civ. P. 23, on the terms and conditions set forth herein.

The recitals stated above are true and accurate and are hereby made a part of this Settlement Agreement.

2. DEFINITIONS

For the purposes of this Settlement Agreement, including the recitals stated above, the following terms will have the following meanings:

- 2.1** “CAFA Notice” means a notice (in the form substantially similar to that attached as Exhibit C and approved by the Court) of the Settlement to the appropriate federal and state officials, as provided by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and as further described in Section 4.2.5.
- 2.2** “Claim” and “Claims” mean all claims, counterclaims, demands (including, without limitation, demands for arbitration), actions, suits, causes of action, allegations of wrongdoing, and liabilities.
- 2.3** “Reservation Form” means the form a Rule 23(b)(3) Settlement Class member may submit for a Reservation Request, which will be available on the Rule 23(b)(3) Class Settlement Website, attached as Exhibit D.
- 2.4** “Class Counsel” means Consumer Litigation Associates, P.C. representing Plaintiff and the Rule 23(b)(3) Settlement Class.
- 2.5** “Class List” means the list generated by Defendant of the Rule 23(b)(3) Settlement Class Members, as further described in Section 4.2.1.
- 2.6** “Contact Members” means all persons who: (1) contacted LNRS FL to inquire about a deceased notation on an LNRS FL product since August 11, 2017, and (2) LNRS FL has a record of the inquiry which identifies it as related to or comparable to “deceased,” “death” or “dead.”
- 2.7** “Court” means the United States District Court for the Eastern District of Virginia, Richmond Division, where the Settled Action is pending.
- 2.8** “Effective Date” means the date on which this Court’s entry of the Final Judgment and Order and this Court’s orders regarding attorney’s fees have all become final because the following has occurred:
 - a. There are no objections to the Final Judgment and Order, or
 - b. If there are any objections,
 - i. The expiration of five (5) days after the time to file a motion to alter or amend the Final Judgment and Order under Fed.

R. Civ. P. 59(e) has passed without any such motion having been filed;

- ii. The expiration of five (5) days (unless the day falls on a weekend or a Court holiday, in which case the date for purposes of this Settlement will be deemed to be the next business day) after the time in which to appeal the Final Judgment and Order under Federal Rule of Appellate Procedure 4(a)(1) has passed without any appeal having been filed, and the time to move for an extension of time to file a notice of appeal under Federal Rule of Appellate Procedure 4(a)(5) has passed without any motion for extension having been filed; and
- iii. If such motion to alter or amend is filed, or if an appeal is taken, five (5) days after a final determination of any such motion or appeal that permits the consummation of the Settlement. For purposes of this definition, the term “appeal” includes all writ proceedings.

2.9 “Email Notice” means the notice (in a form substantially similar to that attached as Exhibit A and approved by the Court) that will be emailed to the Rule 23(b)(3) Settlement Class pursuant to the Notice Plan in the Rule 23(b)(3) Settlement, further described in Section 4.2.4.

2.10 “Escrow Account” means a non-interest bearing account at a financial institution to be identified by the Settlement Administrator and approved by the Parties.

- 2.11** “FCRA” means the federal Fair Credit Reporting Act, 15 U.S.C. §§ 1681, *et seq.*
- 2.12** “FCRA State Equivalents” means any statute or regulation of any State, the District of Columbia, or Puerto Rico, that has the purpose or effect of regulating the collection, procurement, use, or disclosure of the same or similar information that meets the definition of “consumer report” under the FCRA.
- 2.13** “Final Judgment” or “Final Judgment and Order” means a final judgment and order of dismissal entered by the Court in this Settled Action granting final approval of this Settlement Agreement (including certifying the Rule 23(b)(3) Settlement Class, finding the benefits provided to and releases and other consideration provided by such Class to be fair, reasonable and adequate, approving Class Counsel’s request for attorney’s fees, costs, and other expenses and Plaintiff’s requests for Service Awards), and entering a judgment according to the terms set forth in this Settlement Agreement.
- 2.14** “LNRS FL” or “Defendant” means LexisNexis Risk Solutions FL Inc.
- 2.15** “Mail Notice” means the notice (in a form substantially similar to that attached as Exhibit B and approved by the Court) that can alternatively be mailed to the Rule 23(b)(3) Settlement Class pursuant to the Notice Plan in the Rule 23(b)(3) Settlement, further described in Section 4.2.4.
- 2.16** “Notice Date” means the date the Settlement Administrator first sent the Email Notice to the Rule 23(b)(3) Settlement Class.
- 2.17** “Party” and “Parties” mean Plaintiff, the Rule 23(b)(3) Settlement Class, and Defendant.
- 2.18** “Plaintiff” means Kerry Jennifer Scroggins.

- 2.19** “Preliminary Approval” and “Preliminary Approval Order” mean the Court’s order tentatively certifying for settlement purposes the Rule 23(b)(3) Settlement Class, preliminarily approving the proposed Rule 23(b)(3) Settlement, approving and directing the Rule 23(b)(3) Notice Plan, appointing a Settlement Administrator, and appointing Class Counsel.
- 2.20** “Product Members” means all persons about whom: (1) an identity verification and/or fraud prevention transaction was run since August 11, 2017, (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.
- 2.21** “Product Member Claimant” is a Product Member who submits a claim as described in Section 4.10.
- 2.22** “Released Parties” means:
- i. LNRS FL, and
 - ii. 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, 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 LNRS FL or other parent, subsidiary or affiliate.
- 2.23** “Reservation Request Members” means members of the Rule 23(b)(3) Settlement Class who have submitted valid Reservation Requests as set forth in Section 4.4.
- 2.24** “Reservation Request” means a Reservation Request Member’s request to reserve his or her 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.

2.25 “Rule 23(b)(3) Class Settlement Website” means the Internet website to be established by the Settlement Administrator providing notice of the Rule 23(b)(3) Settlement to the Rule 23(b)(3) Settlement Class, as part of the Rule 23(b)(3) Notice Plan as set forth in Section 4.2.4.

2.26 “Rule 23(b)(3) Notice Plan” means the plan for providing notice of the Rule 23(b)(3) Settlement to the Rule 23(b)(3) Settlement Class under Fed. R. Civ. P. 23(c)(2)(B) and (e)(1), as set forth in Section 4.2.

2.27 “Rule 23(b)(3) Settlement” means the settlement and terms included herein by which the Rule 23(b)(3) Settlement Class settle and release the Rule 23(b)(3) Settlement Class Released Claims.

2.28 “Rule 23(b)(3) Settlement Class” or “Rule 23(b)(3) Settlement Class Members” mean all Contact Members and Product Members as defined herein. Excluded are counsel of record (and their respective law firms) for any of the Parties, employees of Defendant, and any judge presiding over this Settled Action and their staff, and all members of their immediate family.

2.29 “Rule 23(b)(3) Settlement Class Released Claims” are the claims which will be conclusively deemed to have fully, finally, and forever settled, released and discharged against all the Released Parties by 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, which includes 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 its state law corollaries. Plaintiff and each member of the Rule 23(b)(3) Settlement Class also agrees to a class action and mass action waiver as described in Section 4.12.1.

- 2.30** “Service Award” means the one-time payment to Plaintiff, for the time and resources she has put into representing the Rule 23(b)(3) Settlement Class, as set forth in Section 4.9, subject to approval by the Court.
- 2.31** “Settled Action” means *Scroggins v. LexisNexis Risk Solutions FL Inc.*, No. 3:22-cv-00545-MHL-SLS.
- 2.32** “Settlement” means the exchange of consideration among the Rule 23(b)(3) Settlement Class, Defendant and Class Counsel reflected in and contemplated by this Settlement Agreement and constituting the Rule 23(b)(3) Settlement.
- 2.33** “Settlement Administrator” means, subject to Court approval, Continental DataLogix.
- 2.34** “Settlement Agreement” means this Settlement Agreement and Release, including its Exhibits.
- 2.35** “Settlement Fund” means \$13,500,000 plus income earned thereon, if any. The Settlement Fund is a capped fund which provides the monetary relief for the Rule

23(b)(3) Settlement and which Defendant has agreed to provide for the benefit of the Rule 23(b)(3) Settlement Class Members, as further described in Section 4.6.

3. MOTION FOR PRELIMINARY APPROVAL

As soon as reasonably practicable after the signing of this Settlement Agreement, Plaintiff will file with the Court a Motion for Preliminary Approval of the Proposed Rule 23(b)(3) Settlement, Conditional Certification of the Rule 23(b)(3) Settlement Class, Appointment of Class Counsel, Approval and Direction of the Rule 23(b)(3) Notice Plan, and Appointment of the Settlement Administrator that seeks entry of an order that would, for settlement purposes only:

- a) preliminarily approve this Settlement Agreement;
- b) certify a conditional settlement class under Fed. R. Civ. P. 23(b)(3) composed of the Rule 23(b)(3) Settlement Class Members;
- c) appoint Class Counsel;
- d) approve the proposed Rule 23(b)(3) Notice Plan, including the forms of notice substantially similarly to those attached as Exhibits A, B, C, and D; and
- e) appoint the Settlement Administrator.

4. SETTLEMENT PROVISIONS SPECIFIC TO RULE 23(B)(3) SETTLEMENT

4.1 Certification of Rule 23(b)(3) Settlement Class

4.1.1 Class Certification

For purposes of settlement only, and upon the express terms and conditions set forth in this Settlement Agreement, Plaintiff and Defendant agree to seek certification of the Rule 23(b)(3) Settlement Class.

4.1.2 Class Certified for Settlement Purposes Only

Defendant contends that this Settled Action could not be certified as a class action under Fed. R. Civ. P. 23 for trial purposes. Nothing in this Settlement Agreement will be construed as

an admission by Defendant that this Settled Action or any similar case is amenable to class certification for trial purposes. Furthermore, nothing in this Settlement Agreement will prevent Defendant from opposing class certification or seeking de-certification of the conditionally certified tentative Rule 23(b)(3) Settlement Class if final approval of this Settlement Agreement is not obtained, or not upheld on appeal, including review by the United States Supreme Court, for any reason, or if any of the conditions exist that permit Defendant to terminate this Settlement Agreement in accordance with Section 6.

4.2 Rule 23(b)(3) Notice Plan

4.2.1 Preparation and Production of Class List by Defendant of Identified Rule 23(b)(3) Settlement Class Members

Defendant will provide the Settlement Administrator and Class Counsel with a Class List (in an electronically accessible format) of identified Rule 23(b)(3) Settlement Class Members prepared pursuant to the procedures set forth in this Section.

In generating the Class List, Defendant will use commercially reasonable procedures to search its records and identify the following individuals:

For the Contact Members: each individual who (1) contacted LNRS FL to inquire about a deceased notation on an LNRS FL product since August 11, 2017, and (2) LNRS FL has a record of the inquiry which identifies it as related to or comparable to “deceased,” “death” or “dead.”

For the Product Members: each individual about whom (1) an identity verification and/or fraud prevention transaction was run since August 11, 2017, (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.

Defendant will use commercially reasonable methods to remove from the Class List any repetitious or duplicative listing of any particular person. If one person is identified on the Class List for both the Contact Members and the Product Members, the duplicitous listing of that Product Member will be removed, and the person will remain as a Contact Member. Defendant will also exclude from the Class List any person who has previously released any claims against Defendant as a result of litigation or otherwise.

With respect to each Rule 23(b)(3) Settlement Class Member, the Class List will include the following information to the extent available:

- (a) the Rule 23(b)(3) Settlement Class Member's name;
- (b) the Rule 23(b)(3) Settlement Class Member's most probable email address;
- (c) the Rule 23(b)(3) Settlement Class Member's most probable current physical mailing address; and
- (d) the Rule 23(b)(3) Settlement Class Member's Social Security Number or Tax Identification Number.

Defendant will provide to Class Counsel and the Settlement Administrator the Rule 23(b)(3) Settlement Class List within twenty-one (21) days from Preliminary Approval. Class Counsel will have ten (10) days from receipt of the Class List to state any objection to the Class List. If any objection is raised, the Parties will immediately meet and confer to address and resolve such objection. If the Parties are unable to resolve any such objection amongst themselves, they agree to engage Magistrate Judge Colombell to assist with resolving the objection.

The Class List will be designated Confidential and governed by the Stipulated Protective Order (Dkt. No. 26), including being returned or destroyed after conclusion of this case. For the sake of clarity, Class Counsel represents that it will not use the information in the Class List for

any purpose other than administration of the Rule 23(b)(3) Settlement. Defendant will reasonably cooperate to provide information necessary for Class Counsel to respond to and assist specific inquiring class members.

4.2.2 Class Size

Defendant has represented that there are approximately 1,700 Contact Members and 59,000 Product Members. These estimates are a material term of this settlement.

4.2.3 Court Appointment and Retention of Settlement Administrator

At the Preliminary Approval hearing, the Parties will propose that the Court appoint Continental DataLogix as Settlement Administrator. The Settlement Administrator will facilitate the notice and administration process by assisting the Parties and providing professional guidance in the implementation of the Rule 23(b)(3) Notice Plan.

4.2.4 Rule 23(b)(3) Notice Plan

After consultation with the proposed Settlement Administrator, Plaintiff and Defendant will jointly recommend the Email Notice, substantially in the form attached as Exhibit A, and the Mail Notice, substantially in the form attached as Exhibit B, to the Court for approval.

Not later than thirty (30) days after the Court enters Preliminary Approval, the Settlement Administrator will attempt to validate and update the email addresses and mailing addresses associated with the Rule 23(b)(3) Settlement Class Members using reasonable, available procedures.

Forty-five (45) days after the Court enters Preliminary Approval, the Settlement Administrator will send the Email Notice in both Spanish and English via email to each Rule 23(b)(3) Settlement Class Member identified on the Class List. For up to thirty (30) days following the Email Notice being sent, the Settlement Administrator will re-send the Email Notice

to updated email addresses of Rule 23(b)(3) Settlement Class Members to the extent that it receives email address change notifications.

If the Settlement Administrator receives bounce back, undeliverable email messages from any Rule 23(b)(3) Settlement Class Member or the email does not show as having been opened within fourteen (14) days of the first e-mail attempt, the Settlement Administrator will mail the Mail Notice in both Spanish and English via U.S. mail, postage prepaid requesting either forwarding service or change service to such Rule 23(b)(3) Settlement Class Member. The Mail Notice will be sent to the last known physical address reflected in the Class List or the updated address identified by the Settlement Administrator. For up to thirty (30) days following the mailing of the Mail Notice, the Settlement Administrator will re-mail the Mail Notice via standard U.S. Mail, postage prepaid, to updated addresses of Rule 23(b)(3) Settlement Class Members to the extent that it receives address change notifications from the U.S. Postal Service.

No later than seven (7) days before the final approval hearing in this Settled Action, the Settlement Administrator will file proof of the mailing of the Email and/or Mail Notice with the Court. Neither the Parties nor the Settlement Administrator will have any further obligation to send notice of the Settlement to the Rule 23(b)(3) Settlement Class Members.

The Email and Mail Notices will explain to the Rule 23(b)(3) Settlement Class Member that he or she has the option of opting out of the Rule 23(b)(3) Settlement Class, and if he or she does not effectively opt out within ninety (90) days of the Notice Date, then he or she will have released his or her claims against the Released Parties. The Email and Mail Notices will also provide the Rule 23(b)(3) Settlement Class Members with notice of the Settlement Agreement, how to submit a Reservation Request and its effect, and direct them to the Rule 23(b)(3) Class Settlement Website for further information required under Rule 23(e).

The Settlement Administrator also will create and maintain the Rule 23(b)(3) Class Settlement Website to be activated no later than twenty (20) days after Preliminary Approval. The URL for the Rule 23(b)(3) Class Settlement Website will be deceasedreportsuit.com. The Rule 23(b)(3) Class Settlement Website will post important settlement documents, such as the Settlement Agreement, the Email Notice, the Mail Notice, and the Preliminary Approval Order as mutually approved by the Parties and/or as may be ordered by the Court. In addition, the Rule 23(b)(3) Class Settlement Website will include a description of the Settlement Fund, a section for frequently asked questions, and procedural information regarding the status of the Court-approval process, such as an announcement when the final approval hearing is scheduled, when the Final Judgment and Order has been entered, when the Effective Date is expected or has been reached, and when payment will likely be mailed as approved by the Parties. The Rule 23(b)(3) Class Settlement Website will further include information and instructions for Product Members to submit claim forms, Rule 23(b)(3) Settlement Class Members to submit Reservation Forms, and Rule 23(b)(3) Settlement Class Members to submit a change in address. The Rule 23(b)(3) Class Settlement Website will be in both Spanish and English.

The Settlement Administrator will create and maintain a toll-free telephone number to be activated no later than twenty (20) days after Preliminary Approval which number will be available 24 hours per day through the Effective Date. The toll-free number will provide Rule 23(b)(3) Settlement Class Members with access to recorded information, in both English and Spanish, related to the Settlement. The Toll-Free Number will also provide class members whose questions are unanswered by the recorded information to request a call back. The Settlement Administrator will respond to such inquiries promptly, with an average return-call time of the same or next business day.

The Settlement Administrator will terminate the Rule 23(b)(3) Class Settlement Website and the toll-free number one hundred and eighty (180) days after either (1) the second distribution to the Rule 23(b)(3) Settlement Class Members as referenced in Section 4.11, or (2) the date on which the settlement is terminated or otherwise not approved by a court. The Settlement Administrator will then transfer ownership of the URL to the Defendant.

4.2.5 CAFA Notice

The Parties agree that Defendant will serve notice of the settlement that meets the requirements of CAFA, 28 U.S.C. § 1715 and that describes the features of the Rule 23(b)(3) Settlement, on the appropriate federal and state officials not later than ten (10) days after the filing of the Motion for Preliminary Approval with the Court. A proposed form of CAFA Notice without the accompanying attachments, is attached as Exhibit C. Defendant may accomplish such service through the use of the Settlement Administrator.

Defendant or the Settlement Administrator will file with the Court a certification of the date upon which the CAFA Notice was served.

4.2.6 Costs

The costs of notice and settlement administration will be paid from the Settlement Fund.

4.3 Procedure for Opt-outs

4.3.1 Opt-Out Process

As described in Section 4.2.4, the Email Notice and Mail Notice will contain information about how a Rule 23(b)(3) Settlement Class Member may opt out of the Rule 23(b)(3) Settlement, including the potential implications of doing so. A proposed Rule 23(b)(3) Settlement Class Member may request to be excluded from the Rule 23(b)(3) Settlement Class by sending and not revoking a written request for exclusion to the Settlement Administrator, addressed to “*Scroggins v. LNRS FL c/o Settlement Administrator*, ATTN: Exclusion Request, P.O. Box 16, West Point,

PA 19486.” To be valid, the proposed Rule 23(b)(3) Settlement Class Member’s opt-out request must contain the proposed Rule 23(b)(3) Settlement Class Member’s name, original signature, current postal address, and current telephone number, and a statement that the proposed Rule 23(b)(3) Settlement Class Member wants to be excluded from the Rule 23(b)(3) Settlement Class. To be valid, opt-out requests must be postmarked no later than ninety (90) days after the Notice Date. To be valid, a request must not purport to opt out of the class of the Rule 23(b)(3) Settlement Class Members for a group, aggregate, or class involving more than one consumer. Requests for exclusions that do not substantially comply with the requirements in this Section 4.3.1 are invalid. A Rule 23(b)(3) Settlement Class Member may revoke an opt-out request in writing. To be valid, opt-out revocations must be postmarked no later than the date of Final Judgment and Order.

4.3.2 List of Opt-Outs

No later than seven (7) days after the deadline for submission of opt-out requests, the Settlement Administrator must provide to Class Counsel and Defendant’s Counsel a complete list of all persons who have validly opted out of the Rule 23(b)(3) Settlement together with copies of the opt-out requests. Class Counsel and Defendant’s Counsel will not disclose or use the list except for the purpose of carrying out their responsibilities under this Agreement, and for purposes of memorializing the list of opt-outs in connection with proceedings seeking Final Judgment.

4.3.3 Representation of Opt-Outs

Class Counsel agree that this Settlement Agreement is fair, reasonable, and in the best interest of the Rule 23(b)(3) Settlement Class Members. Based upon unique circumstances here, Class Counsel agree that Rule 23(b)(3) Settlement Class Members who seek to opt-out should be represented by counsel who do not agree that the Settlement Agreement is fair, reasonable, and in the best interest of the Rule 23(b)(3) Settlement Class Members. Accordingly, Class Counsel will, if contacted, refer any such opt-outs to the applicable state bar association or other referral

organization for appropriate counsel in any subsequent litigation of the claims addressed in this Settlement Agreement against Defendant.

4.4 Procedure for Reservation of Potential 15 U.S.C. § 1681i Claim

4.4.1 Reservation Process

As described in Section 4.2.4, the Email Notice and Mail Notice will contain information about how a Rule 23(b)(3) Settlement Class Member may submit a Reservation Request. The Reservation Request Member is still eligible to receive a pro rata share of the Settlement Fund as described in Section 4.11 and is otherwise subject to the Release of All Claims as described in Section 4.12.1.

To invoke the Reservation Request, a Rule 23(b)(3) Settlement Class Member must submit a Reservation Form or other document to the Settlement Administrator, addressed to “*Scroggins v. LNRS FL c/o Settlement Administrator*, ATTN: Reservation Request, P.O. Box 16, West Point, PA 19486.” Alternately, such notice may be sent by e-mail to: questions@deceasedreportsuit.com. To be valid, the Reservation Request Member’s Reservation Form or other document must contain the Reservation Request Member’s name, original signature, current postal address, and current telephone number. To be valid, if mailed a Reservation Form or other document must be postmarked and, if emailed must be sent, no later than ninety days after the Notice Date. To be valid, a Reservation Form or other document must not purport to preserve potential claims alleging violations of 15 U.S.C. § 1681i for a group, aggregate, or class involving more than one consumer. Reservation Requests or other documents that do not substantially comply with the requirements in this Section 4.4.1 are invalid. A Rule 23(b)(3) Settlement Class Member may revoke his or her reservation. To be valid, reservation revocations must be postmarked no later than the date of Final Judgment and Order.

4.4.2 List of Reservation Requests

On a weekly basis, the Settlement Administrator must provide to Class Counsel and Defendant's Counsel a complete list of all Class Members who have submitted valid Reservation Requests with copies of the Reservation Forms. Class Counsel and Defendant's Counsel will not disclose or use the list except for the purpose of carrying out their responsibilities under this Agreement, for purposes of memorializing the list of Reservation Requests in connection with proceedings seeking Final Judgment and investigating potential claims of Reservation Request Members.

4.4.3 Time to File Individual 15 U.S.C. § 1681i Claim

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 Final Judgment. 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. If a Rule 23(b)(3) Settlement Class Member has filed a lawsuit alleging a violation of 15 U.S.C. § 1681i prior to the date of execution of this Settlement Agreement, such claim is not released by this Settlement.

4.4.4 No Admission with Respect to Potential Reservation Request Member Claims

The inclusion of the Reservation Request process in this Settlement Agreement will not be offered against Defendant as evidence of, or be construed as or deemed to be evidence of, any

presumption, concession, or admission by Defendant of the validity of any claim a Reservation Request Member may later file against Defendant. Defendant retains all rights and defenses to challenge any claim made by any Reservation Request Member, including that it is not a consumer reporting agency or its products are not consumer reports as those terms are defined by the FCRA, or those claims being barred by the statute of limitations and/or the statute of repose.

4.5 Objections from Rule 23(b)(3) Settlement Class Members

Any Rule 23(b)(3) Settlement Class Member who does not opt out but who instead wants to object to this Agreement may do so only as follows.

4.5.1 Notice of Intent to Object

To be effective, an objection must be made by an individual Rule 23(b)(3) Settlement Class Member, not as a member of a group or subclass and, except in the case of a deceased or incapacitated Rule 23(b)(3) Settlement Class Member, not by the act of another person acting or purporting to act in a representative capacity.

For an objection to be effective, a notice of intent to object to this Settlement Agreement must be sent to the Settlement Administrator, postmarked no later than 90 days after the Notice Date.

4.5.2 Contents of Objection

To be effective, an objection must substantially contain: (a) the objecting Rule 23(b)(3) Settlement Class Member's name, address, and telephone number; (b) the name of this Settled Action and the case number; and (c) a written statement detailing the specific basis for each objection.

4.5.3 Additional Contents for Represented Members

To be effective, an objection submitted through an attorney must contain, in addition to the information set forth in Section 4.5.2: (a) the identity, mailing address, email address, fax number,

and phone number for the counsel by whom the Rule 23(b)(3) Settlement Class Member is represented; (b) a statement of whether the objecting Rule 23(b)(3) Settlement Class Member intends to appear at the final approval hearing; and (c) a written statement detailing the specific basis for each objection, including any legal and factual support that the objecting Rule 23(b)(3) Settlement Class Member wishes to bring to the Court's attention and any evidence the objecting Rule 23(b)(3) Settlement Class Member wishes to introduce in support of the objection.

4.5.4 No Payments to Objectors or Objectors' Counsel

The Parties, Class Counsel, and Defendant's Counsel will not make any payments to any person or counsel who files an objection in exchange for the withdrawal, dismissal or release of the objection, except with approval of the Court. This provision applies throughout the Settled Action, including during the pendency of any appeal, and also operates to bar such payments in exchange for the withdrawal or dismissal of the appeal, unless such payment is approved by the Court or the applicable appellate court.

4.6 Settlement Fund

The Settlement Fund is Defendant's monetary liability under this Settlement Agreement. The Settlement Fund includes all monetary benefits to the Rule 23(b)(3) Settlement Class Members, attorneys' fees and costs, service award, costs of class notice and administration, and all other costs and expenses associated with this Settlement Agreement. Under no circumstance will Defendant be liable under this Settlement Agreement to pay any amounts other than the Settlement Fund.

Within fourteen (14) days after Preliminary Approval, Defendant will transfer to the Settlement Administrator an amount deemed necessary by the Settlement Administrator to pay for initial notice and settlement administration costs.

Within fourteen (14) days after the Effective Date, Defendant will deposit the remainder of the Settlement Fund into the Escrow Account. The Escrow Account will be managed by the Settlement Administrator.

4.7 Settlement Fund Tax Status

4.7.1 The Parties agree to treat the Settlement Fund as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. In addition, the Settlement Administrator will timely make such elections as necessary or advisable to carry out the provisions of this Subsection, including the “relation back election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections will be made in compliance with the procedures and requirements contained in such regulations. The Parties agree that the Settlement Fund will not earn income. It will be the responsibility of the Settlement Administrator to timely and properly prepare and deliver the necessary tax returns, if any, and thereafter to cause the appropriate filing to occur.

4.7.2 For the purpose of Treasury Regulation § 1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” will be the Settlement Administrator. The Settlement Administrator will timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)). Such returns (as well as the election described in Subsection 5.4.1 above) will be consistent with this Subsection.

The Settlement Administrator will indemnify and hold the Released Parties harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification), if any. Further, Taxes and Tax Expenses will be timely paid by the Settlement Administrator out of the Settlement Fund without prior order from the Court, and the Settlement Administrator will be obligated (notwithstanding anything herein to the contrary) to withhold from

distribution any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses; the Released Parties are not responsible therefore nor will they have any liability with respect thereto. The Parties hereto agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Section.

4.8 Rule 23(b)(3) Settlement Attorney's Fees, Costs, and Other Expenses

At least twenty-one (21) days before the Court's deadline for submission of objections, Class Counsel will make an application to the Court for an award of attorney's fees, costs, and other expenses in consideration of the benefits obtained through the Rule 23(b)(3) Settlement, in an amount up to thirty-three percent (33%) of the Settlement Fund, to be paid from the Settlement Fund. The award will include all fees, costs, and other expenses for all attorneys (and their employees, consultants, experts, and other agents) who performed work in connection with the Settled Action on behalf of Plaintiff and the Rule 23(b)(3) Settlement Class Members. Under no circumstances will Defendant be required to pay or contribute more than \$13,500,000 to the Settlement Fund to pay such fees and costs.

This agreement with respect to attorneys' fees, costs, and other expenses was not negotiated until after the amount of the Settlement Fund to the Rule 23(b)(3) Settlement Class had been negotiated and agreed upon during the mediation.

4.9 Service Award to Plaintiff

In advance of the Court's deadline for submission of objections, Plaintiff will make an application to the Court for the Court's approval of a Service Award in the amount of \$7,500 to be paid from the Settlement Fund. Defendant will not oppose this application. Under no circumstances will Defendant be required to pay or contribute more than \$13,500,000 to the Settlement Fund to pay any Service Award.

The Parties' negotiation of, and agreement to, the foregoing Service Award did not occur until after the substantive terms of the Settlement Agreement had been negotiated and agreed upon during the mediation.

4.10 Product Members Claims Process

4.10.1. To be eligible to receive a payment from the Settlement Fund, Product Members must submit a claim to the Settlement Administrator. The claims process will be publicized in the Email Notice and Mail Notice and on the Settlement Website. Contact Members are not required to submit a claim to be eligible to receive a payment from the Settlement Fund; rather, Contact Members who do not exclude themselves will automatically receive a payment as described in Section 4.11.

4.10.2 Any Product Member can submit a claim on the Settlement Website or by mail up to sixty (60) days after of the Effective Date. To make a claim, the Product Member Claimant must:

1. Attest under penalty of perjury that the Product Member Claimant is alive; and
2. Furnish the following information if necessary to enable the Settlement Administrator and/or Defendant to confirm the Product Member Claimant is a Product Member, such as personally identifying information about the Product Member, including name, date of birth, last four digits of social security number and current address. The Settlement Administrator may also request other information from Product Member Claimants as well as Contact Members as necessary to make electronic payment.

4.10.3 Upon receipt of a claim submitted by the Product Member Claimant, the Settlement Administrator will determine whether the claim satisfies the requirements of Section 4.10.2 and confirm the Product Member Claimant is on the Class List. If the claim does not satisfy the

requirements under Section 4.10.2, the Settlement Administrator will advise the Product Member Claimant of the way in which the claim is deficient and will offer the Product Member Claimant forty-five (45) days to cure the deficiency. Claims that the Settlement Administrator deems to meet the requirements of Section 4.10.2, either on initial submission or following an opportunity to cure, will be deemed Submitted Claims.

4.10.4. If, in the course of claims administration, the Settlement Administrator concludes that baseless or fraudulent claims are being submitted on something other than an isolated basis, the Settlement Administrator will advise Defendant and Class Counsel, and the Parties may meet and confer to discuss possible revisions to the claims standards to defeat such fraudulent or baseless claims and to save settlement administration costs.

4.10.5 The Settlement Administrator will provide Class Counsel and Defendant with Submitted Claims and supporting information weekly. Defendant will have the opportunity to evaluate Submitted Claims and will have thirty (30) days to challenge any Submitted Claim and will advise Class Counsel and the Settlement Administrator of any challenges to a Submitted Claim (referred to herein as “Challenged Submitted Claim”). If Class Counsel disputes Defendant’s Challenged Submitted Claim, the Parties may bring the Challenged Submitted Claim to the Court’s attention and the Court will rule on whether the Challenged Submitted Claim satisfies the requirements of Section 4.10.2. Defendant will cooperate in providing reasonably necessary information as requested by Class Counsel. All Submitted Claims that are not challenged or the challenges are overruled by the Court will be deemed “Approved Submitted Claims.”

4.11 Payment Schedule

The Settlement Administrator will invoice all notice, claim, and other administration costs. The Settlement Administrator may charge the amounts set out in the agreement by which Class

Counsel hires the Settlement Administrator. Within ten (10) days after the Effective Date, the Settlement Administrator must provide to Class Counsel a detailed statement of the amounts, if any, that it will invoice after the Effective Date. The Settlement Administrator's charges after the Effective Date must not exceed the total amount of the statement. Subject to approval of Class Counsel, the Settlement Administrator may retain this amount from the Settlement Fund to pay for such costs. If approved by the Parties, the Settlement Administrator may pay to itself an additional amount equal to additional expenses that the Settlement Administrator reasonably incurs and did not originally contemplate in the statement, but only to the extent that (a) the additional expenses, together with the expenses originally contemplated in the statement and actually expended, exceed the total amount contemplated in the statement, and (b) amounts remain in the Settlement Fund after the completion of all distributions. No expenses associated with the notice, claims process, and other administration costs will increase the amount paid by Defendant in this Settlement Agreement under any circumstances. All payments will come from the Settlement Fund.

The Settlement Administrator will disburse from the Escrow Account the amount of an award of attorney's fees, costs, and other expenses and Service Awards made under Sections 4.8 and 4.9 in the amounts ordered by the Court within twenty-one (21) days after the Effective Date, but only after its receipt of payment instructions from Class Counsel and receipt of W-9 forms completed by Class Counsel and Plaintiff.

Following determination of the number of Approved Submitted Claims, the Settlement Administrator will calculate the total number of Rule 23(b)(3) Settlement Class members who qualified to receive a distribution from the Settlement Fund by combining the total number of Contact Members and the total number of Approved Submitted Claims, excluding any duplicative listing of any particular person, and excluding any valid opt outs (the "Qualified Rule 23(b)(3)

Settlement Class Members”). The Settlement Administrator will then calculate the pro rata share of the Escrow Account to be distributed to each Qualified Rule 23(b)(3) Settlement Class Member, and advise Defendant and Class Counsel of the same.

The amount remaining in the Escrow Account after the payments detailed above to Class Counsel, the Service Award to Plaintiff, and for notice and administrative costs (including an estimate for such costs through the end of the settlement process), will be distributed to the Qualified Rule 23(b)(3) Settlement Class Members by the Settlement Administrator as follows: The initial distribution to the Qualified Rule 23(b)(3) Settlement Class Members will be made within ninety (90) days of the Effective Date. Payments may be made by either electronic payment means approved by the Parties or by check. Any electronic payments not accepted within seven (7) days after sent will be cancelled and distributed by check. Any checks remaining uncashed after ninety (90) days from mailing and any checks returned undelivered after a second mailing attempt will remain in the Escrow Account. Any amounts remaining in the Escrow Account will be redistributed pro rata to the Qualified Rule 23(b)(3) Settlement Class Members who cashed their initial check, so long as the amount of such reimbursement would equal or exceed \$25.00. Any costs associated with the second distribution will be taken out before the pro rata check amount is determined. Any amounts remaining after the second distribution will be paid to a non-profit entity or entities submitted by the Parties and approved by the Court as cy pres. Such entity or entities will not use any such funds for litigation and will have as their primary mission the protection and education of consumers.

4.12 Rule 23(b)(3) Settlement Class Release

4.12.1 Release of All 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,

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.

With respect to Reservation Request Members, each Reservation Request Member and his or her respective spouses, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors, 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 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 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 release any claim for statutory damages for alleged violations of 15 U.S.C. § 1681i.

Plaintiff and 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

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. “Mass action” will mean any complaint brought on behalf of more than one class member unless all plaintiffs are immediate family members.

Except with respect to the limited reservation of an individual claim for actual and/or punitive damages for an alleged violation of 15 U.S.C. § 1681i reserved by Reservation Request Members, the Rule 23(b)(3) Settlement Class Members will be bound by the Settlement Agreement and their claims will be dismissed with prejudice and released against the Released Parties, even if they never received actual notice of the settlement prior to the hearing for final approval of the settlement, provided notice approved pursuant to Fed. R. Civ. P. 23(c) and 23(e)(1)(B) was made.

4.12.2 State-Specific Waivers

The Rule 23(b)(3) Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to or different from those that they or Class Counsel now know or believe to be true with respect to the subject matter of this Settled Action and the Rule 23(b)(3) Settlement Class Released Claims, but it is their intention to, and they do upon the Effective Date of this Settlement Agreement, fully, finally, and forever settle and release any and all Rule 23(b)(3) Settlement Class Released Claims, without regard to the subsequent discovery or existence of such different additional facts. Rule 23(b)(3) Settlement Class Members waive any and all rights and benefits afforded by California Civil Code § 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO

EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Rule 23(b)(3) Settlement Class Members further waive any and all rights and benefits afforded by South Dakota Code § 20-7-11, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Rule 23(b)(3) Settlement Class Members and Class Counsel understand and acknowledge the significance of this waiver of California Civil Code Section 1542, South Dakota Code Section 20-7-11, and/or any other applicable federal or state law relating to limitations on releases.

4.12.3 Binding Release

Upon the Effective Date, no default by any person in the performance of any covenant or obligation under this Settlement Agreement or any order entered in connection with such will affect the dismissal of the Settled Action, the *res judicata* effect of the Final Judgment and Order, the foregoing releases, or any other provision of the Final Judgment and Order; provided, however, that all other legal and equitable remedies for violation of a court order or breach of this Settlement Agreement will remain available to all Parties.

5. ENTRY OF FINAL JUDGMENT AND ORDER

The Parties will jointly seek entry by the Court of a Final Judgment and Order that includes provisions:

- a) certifying for settlement the Rule 23(b)(3) Settlement Class, granting final approval of this Settlement, and directing its implementation pursuant to its terms and conditions;
- b) ruling on Class Counsel's applications for attorney's fees, costs, and other expenses in connection with benefits realized for the Rule 23(b)(3) Settlement;

- c) discharging and releasing the Released Parties, and each of them, from the Rule 23(b)(3) Settlement Class Released Claims as provided in Section 4.12;
- d) except with respect to the limited reservation of an individual claim for actual and/or punitive damages alleging a violation of 15 U.S.C. § 1681i reserved by Reservation Request Members, permanently barring and enjoining all Rule 23(b)(3) Settlement Class Members from instituting, maintaining, or prosecuting, either directly or indirectly, any lawsuit that asserts Rule 23(b)(3) Settlement Class Released Claims unless otherwise provided for in this Settlement Agreement;
- e) directing that the Settled Action be dismissed with prejudice and without costs;
- f) stating pursuant to Fed. R. Civ. P. 54(b) that there is no just reason for delay and directing that the Final Judgment and Order is a final, appealable order; and
- g) reserving to the Court continuing and exclusive jurisdiction over the Parties with respect to the Settlement Agreement and the Final Judgment and Order as provided in Section 7.3.

6. TERMINATION

Defendant will have the right to terminate this Settlement Agreement, declare it null and void, and have no further obligations under this Settlement Agreement to any other party or to the Rule 23(b)(3) Settlement Class Members, if any of the following conditions subsequent occurs:

- a) the Court does not grant and maintain Preliminary Approval of the proposed Settlement for the Rule 23(b)(3) Settlement Class; provided, however, that Defendant will not have a right to terminate the Settlement Agreement under this paragraph if the denial of Preliminary Approval is based upon a term, the burden of the modification of which would fall solely on the Class, and the Class is willing to make such modification and to seek preliminary approval anew;
- b) any court requires a notice program in addition to or in any form other than as specifically set forth in Sections 4.2.4 and 4.2.5 and the attached Exhibits A, B, C, and D;
- c) any Court orders the Defendant to pay an amount above \$13,500,000;
- d) the total number of Settlement Class Members submitting opt-out requests exceeds two percent (2%) or more of the members of the Rule 23(b)(3) Settlement Class;

- e) the total number of Settlement Class Members submitting Reservation Requests exceeds two percent (2%) of the number of Contact Members;
- f) the Court fails to enter a Final Judgment and Order;
- g) the Settlement is not upheld on appeal, including review by the United States Supreme Court;
- h) Plaintiff materially breaches the terms herein;
- i) the Effective Date does not occur for any reason, including but not limited to the entry of an order by any court that would require either material modification or termination of the Settlement Agreement; or
- j) Defendant has not received written confirmation from Defendant's insurer that it will contribute to the Settlement Fund.

In addition, Class Counsel, acting on behalf of the Rule 23(b)(3) Settlement Class, will have the right to terminate this Settlement Agreement, declare it null and void, and have no further obligations under this Settlement Agreement to any Defendant, if any the following conditions subsequent occurs:

- k) the Court does not grant and maintain preliminary approval of the proposed Settlement for the Rule 23(b)(3) Settlement Class; provided, however, that Class Counsel, acting on behalf of the Settlement Class, will not have a right to terminate the Settlement Agreement under this paragraph if the denial of preliminary approval is based upon a term, the burden of the modification of which would fall solely on the Defendant, and the Defendant is willing to make such modification and to seek preliminary approval anew;
- l) the Court fails to enter a Final Judgment and Order;
- m) the Settlement is not upheld on appeal, including review by the United States Supreme Court;
- n) Defendant materially breaches the terms herein; or
- o) the Effective Date does not occur for any reason, including but not limited to the entry of an order by any court that would require either material modification or termination of the Settlement Agreement.

In the event that the above right to cancel or terminate is exercised, then Defendant will have no further obligations under this Settlement Agreement to the Rule 23(b)(3) Settlement Class

Members and will have the right to terminate the entire Settlement Agreement, declare it null and void, and additionally will have no further obligations under this Settlement Agreement to Plaintiff.

The failure of the Court or any appellate court to approve in full the request by Class Counsel for attorney's fees, costs, and other expenses specific to the Rule 23(b)(3) Settlement Class will not be grounds for Plaintiff, the Rule 23(b)(3) Settlement Class, or Class Counsel to cancel or terminate this Settlement Agreement. The failure of the Court or any appellate court to approve in full the request of Plaintiff for her Service Award under provisions specific to the Rule 23(b)(3) Settlement Class will not be grounds for Plaintiff, the Rule 23(b)(3) Settlement Class, or Class Counsel to cancel or terminate this Settlement Agreement.

If the Settlement Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated for any reason before the Effective Date, then the Rule 23(b)(3) Settlement Class will be decertified; the Settlement Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, will be without prejudice to any Party and will 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 will stand in the same procedural position as if the Settlement Agreement had not been negotiated, made, or filed with the Court.

7. MISCELLANEOUS PROVISIONS

7.1 Best Efforts to Obtain Court Approval

Plaintiff and Defendant, and the Parties' counsel, agree to use their best efforts to obtain Court approval of this Settlement Agreement, subject, however, to each Party's rights to terminate the Settlement Agreement, as provided herein.

7.2 No Admission

This Settlement Agreement, whether or not it will become final, and any and all negotiations, communications, and discussions associated with it, will not be:

- a) offered or received by or against any Party as evidence of, or be construed as or deemed to be evidence of, any presumption, concession, or admission by a Party of the truth of any fact alleged by Plaintiff or defense asserted by Defendant, of the validity of any Claim that has been or could have been asserted in the Settled Action, or the deficiency of any defense that has been or could have been asserted in the Settled Action, or of any liability, negligence, fault, or wrongdoing on the part of Plaintiff or Defendant;
- b) offered or received by or against Plaintiff or Defendant as a presumption, concession, admission, or evidence of any violation or lack of violation of the FCRA or FCRA State Equivalents, or any state or federal statute, law, rule, or regulation or of any liability or wrongdoing by Defendant, or of the truth of any of the Claims or defenses, and evidence thereof will not be directly or indirectly, in any way (whether in the Settled Action or in any other action or proceeding), except for purposes of enforcing this Settlement Agreement and the Final Judgment and Order including, without limitation, asserting as a defense the release and waivers provided herein;
- c) offered or received by or against Plaintiff or Defendant as evidence of a presumption, concession, or admission with respect to a decision by any court regarding the certification of a class, or for purposes of proving any liability, negligence, fault, or wrongdoing, or in any way referred to for any other reason as against Defendant, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Settlement Agreement; provided, however, that if this Settlement Agreement is approved by the Court, then Plaintiff or Defendant may refer to it to enforce their rights hereunder; or
- d) construed as an admission or concession by Plaintiff, the Rule 23(b)(3) Settlement Class, or Defendant that the consideration to be given hereunder represents the relief that could or would have been obtained through trial in the Settled Action.

These prohibitions on the use of this Settlement Agreement will extend to, but are not limited to, any potential future individual lawsuit including but not limited to those brought by the Reservation Request Members.

7.3 Court's Jurisdiction and Choice of Law

The United States District Court for the Eastern District of Virginia, Richmond Division, will retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement. The Court also will retain exclusive jurisdiction over whether any subsequent suit is released by the Settlement Agreement, including the threshold issue of whether the plaintiff in such suit is a member of the Rule 23(b)(3) Settlement Class in this Settled Action and the impact of the terms of this Settlement Agreement on the plaintiff's claims and suit. This Settlement Agreement will be governed by and construed under Virginia law.

7.4 Settlement Notices

Except for the Rule 23(b)(3) Notice Plans, as provided for in Section 4.2, all other notices or formal communications under this Settlement Agreement will be in writing and will be given (i) by hand delivery; (ii) by registered or certified mail, return receipt requested, postage pre-paid; or (iii) by overnight courier to counsel for the Party to whom notice is directed at the following addresses:

For Plaintiff and the Rule 23(b)(3) Settlement Class:

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

For Defendant:

Ronald I. Raether, Jr.
Troutman Pepper Locke LLP
100 Spectrum Center Drive, Suite 1500
Irvine, CA 92618

Counsel may designate a change of the person to receive notice or a change of address, from time to time, by giving notice to all Parties in the manner described in this Section.

7.5 Taxes

Plaintiff and Class Counsel will be responsible for paying any and all federal, state, and local taxes due on any payments made to them pursuant to the Settlement Agreement.

The Settlement Administrator will be responsible for handling any and all required tax forms or returns required to be submitted to the Internal Revenue Service for any payments made to Rule 23(b)(3) Settlement Class Members under the terms of this Agreement including, but not limited to, Form 1099-MISC.

7.6 Defendant's Communication with Customers, Business Contacts, and Members of the Public

Defendant reserves the right to communicate with their customers, business contacts, and members of the public in the ordinary course of business, including Rule 23(b)(3) Settlement Class Members after the Effective Date. Any communications with a Settlement Class Member will not be inconsistent with the notice and terms of this Settlement Agreement.

7.7 Class Counsel's Representation of Other Consumers

Class Counsel have represented that they currently do not intend to solicit any new clients to assert claims against Defendant on the theories advanced in Plaintiff's complaint (including as amended) on behalf of class members. Class Counsel further agree that for five years from the Effective Date they will not accept referral fees for or (subject to approval of this term by the Court pursuant to Va. Rule of Professional Conduct 5.6(b)) solicit or bring a class action or mass action based on the Rule 23(b)(3) Settlement Class Released Claims against Defendant in federal or state court. Class Counsel further agrees that for five years from the Effective Date should they seek to file a new action on an individual basis in federal or state court asserting claims against Defendant on the theories advanced in Plaintiff's complaint (including as amended), including but not limited to any claim on behalf of a Reservation Request Member, Class Counsel will first contact

Defendant's counsel to discuss the claim and attempt to resolve the claim prior to filing. Class Counsel and Defendant further agree that if the parties reach an impasse in attempting to resolve such claim amongst themselves, they will engage Magistrate Judge Colombell to assist with the negotiations prior to filing. Notwithstanding these representations, all Parties and Counsel understand that Defendant has not sought to unethically limit representation. Defendant agrees to toll the statutes of repose or limitation for such claims only at the time Class Counsel begins the referenced negotiations with Defendant; the tolling will continue during those negotiations and until thirty (30) days after Defendant has notified Class Counsel in writing that no further tolling will be agreed.

7.8 No Public Statements by Class Counsel Outside of Formal Notice Program

Neither Party nor their counsel will make any press release related to this Agreement or the Settled Action without the consent of the other parties. The Parties agree they will not make any statements (oral or written), directly or indirectly, to the media or general public about each other related to this Settlement or about the Released Parties' business practices or policies as they relate to the Settled Actions that are false, misleading, or cast an opposing party in a negative light, regardless of their truth or falsity. This provisions herein will govern for 120 days after the Effective Date.

7.9 Confidentiality of Discovery Materials and Information

The Parties, their counsel, and any experts in this Settled Action, agree that they remain subject to any and all protective orders, mediation confidentiality agreements and other orders and agreements that govern the confidentiality of information exchanged in the Settled Action.

7.10 Complete Agreement

This Settlement Agreement is the entire, complete agreement of each and every term agreed to by and among Plaintiff, the Rule 23(b)(3) Settlement Class, Defendant, and their counsel.

In entering into this Settlement Agreement, no Party has made or relied on any warranty or representation not specifically set forth herein. This Settlement Agreement will not be modified except by a writing executed by all the Parties.

7.11 Headings for Convenience Only

The headings in this Settlement Agreement are for the convenience of the reader only and will not affect the meaning or interpretation of this Settlement Agreement.

7.12 Severability

In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement will continue in full force and effect without said provision to the extent Defendant does not exercise their right to terminate under Section 6.

7.13 No Party Is the Drafter

Notwithstanding the choice of law provision in Section 7.3, none of the Parties to this Settlement Agreement will be considered to be the primary drafter of this Settlement Agreement or any provision hereof for the purpose of any rule of interpretation or construction that might cause any provision to be construed against the drafter.

7.14 Binding Effect

This Settlement Agreement will be binding according to its terms upon, and inure to the benefit of, Plaintiff, the Rule 23(b)(3) Settlement Class, Defendant, the Released Parties, and their respective successors and assigns.

7.15 Authorization to Enter Settlement Agreement

The individuals signing this Settlement Agreement on behalf of Defendant represent that they are fully authorized by Defendant to enter into, and to execute, this Settlement Agreement on its behalf. Class Counsel represent that they are fully authorized to conduct settlement negotiations

with counsel for Defendant on behalf of Plaintiff, and to enter into, and to execute, this Settlement Agreement on behalf of the Rule 23(b)(3) Settlement Class, subject to Court approval pursuant to Fed. R. Civ. P. 23(e). Plaintiff enters into and executes this Settlement Agreement on behalf of herself, and as a representative of and on behalf of the Rule 23(b)(3) Settlement Class, subject to Court approval pursuant to Fed. R. Civ. P. 23(e).

7.16 Execution in Counterparts

Plaintiff, Class Counsel, Defendant, and Defendant's counsel may execute this Settlement Agreement in counterparts, and the execution of counterparts will have the same effect as if all Parties had signed the same instrument. Electronic, including DocuSign, and scanned signatures will be considered as valid signatures as of the date signed. This Settlement Agreement will not be deemed executed until signed by Plaintiff, by all Class Counsel, and by counsel for and representative of Defendant.

[Signatures on following page]

Plaintiff:

DocuSigned by:

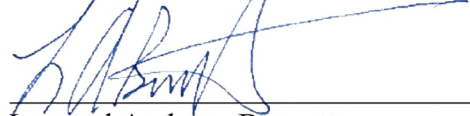


A0F5D965BA08460...

Kerry Jennifer Scroggins

Counsel for Plaintiff and

Rule 23(b)(3) Settlement Class:



Leonard Anthony Bennett
Consumer Litigation Associates, P.C.
763 J Clyde Morris Boulevard
Suite IA
Newport News, VA 23601

Defendant

Signed by:



07BBCF8BFEEF410...

LexisNexis Risk Solutions FL Inc.

Name: William Min

Title: Executive Vice President

**Counsel for Defendant LexisNexis Risk
Solutions FL Inc.**



Ronald I. Raether, Jr.
Troutman Pepper Locke LLP
100 Spectrum Center Drive, Suite 1500
Irvine, CA 92618

EXHIBIT A

[Email Notice]

To: [class member email address]
From: deceasedreportsuit@e.classinfosource.com [Scroggins v. LexisNexis FL Settlement Administrator]
Sent: TBD
Subject: Important notice of your rights in a class action settlement – Scroggins v. LexisNexis Risk Solutions FL Inc.

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.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	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.
EXCLUDE YOURSELF	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.
SEND A RESERVATION OF CLAIM FORM	If you have an individual claim because you made a dispute of an inaccurate report to LexisNexis FL, you may reserve that claim

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

	(assuming it is not otherwise already barred) by submitting a “reservation of claim” 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.
OBJECT TO THE SETTLEMENT	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.

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.

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.”

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 [date of preliminary approval], 2025, and

(2) LexisNexis FL has a record of the inquiry which identifies it as related to or comparable to “deceased,” “death” or “dead.”

YOU HAVE BEEN IDENTIFIED AS A CONTACT MEMBER

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

II. Product Members are all persons about whom:

- (1) an identity verification and/or fraud prevention transaction was run from August 11, 2017 to [date of preliminary approval], 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.

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, attorney's 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, attorney's 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 Class Member who submits a Claim Form.

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 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 <http://www.deceasedreportsuit.com/> to check on the progress of the Court-approval process.

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

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.

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.

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

To submit a Reservation Request, you must send either the Reservation Form (available at <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

Your Reservation Request must be postmarked (if mailed) or sent (if emailed) no later than **[insert date]**.

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 **[insert date]**, 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.

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

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 IA
Newport News, VA 23601

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

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.

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 addresses by the Objection Deadline of **[insert date]**:

[insert address]

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

Where and when is the fairness hearing?

The Court will hold a fairness hearing on **[insert date]** at **#:## p.m. Eastern Time** to consider whether to approve the Settlement and request for attorney's fees and service award to Plaintiff in an amount of \$7,500. The hearing will be held in **[insert Court Address]**. 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.

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 <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, 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 <http://www.deceasedreportsuit.com/>, or e-mail [\[questions@deceasedreportsuit.com\]](mailto:questions@deceasedreportsuit.com)

To: [class member email address]
From: deceasedreportsuit@e.classinfosource.com [Scroggins v. LexisNexis FL Settlement Administrator]
Sent: TBD
Subject: Important notice of your rights in a class action settlement – Scroggins v. LexisNexis Risk Solutions FL Inc.

Your Claim Number:	SLN-#####
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

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.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	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.
SUBMIT A CLAIM FORM	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).

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

EXCLUDE YOURSELF	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.
SEND A RESERVATION REQUEST FORM	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 claim 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.
OBJECT TO THE SETTLEMENT	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.

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.

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.”

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:

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

(1) contacted LexisNexis FL to inquire about a deceased notation on an LexisNexis FL product from August 11, 2017 to [date of preliminary approval], 2025, and

(2) LexisNexis FL has a record of the inquiry which identifies it as related to or comparable to “deceased,” “death” or “dead.”

YOU HAVE BEEN IDENTIFIED AS A PRODUCT MEMBER

II. Product Members are all persons about whom:

(1) an identity verification and/or fraud prevention transaction was run from August 11, 2017 to [date of preliminary approval], 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.

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, attorney’s 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, attorney’s 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 Class Member who submits a Claim Form.

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 **[insert date]**. A copy of the Claim Form is attached and may also be found online at <http://www.deceasedreportsuit.com/>.

Questions? Call (833) 319-2038, visit <http://www.deceasedreportsuit.com/>, or e-mail [\[questions@deceasedreportsuit.com\]](mailto:questions@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 <http://www.deceasedreportsuit.com/> to check on the progress of the Court-approval process.

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.

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

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

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 Form (available at <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: [\[insert email address\]](#)

Your Reservation Request must be postmarked (if mailed) or sent (if emailed) no later than [\[insert date\]](#).

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 [\[insert date\]](#), and send it to the following address:

Scroggins v. LNRS FL
c/o Settlement Administrator
P.O. Box 16

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

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.

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 IA
Newport News, VA 23601

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

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.

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.

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

All evidence and legal support a Class Member wishes to use to support an objection must be sent to the following addresses by the Objection Deadline of **[insert date]**:

[insert address]

Where and when is the fairness hearing?

The Court will hold a fairness hearing on **[insert date]** at **#:## p.m. Eastern Time** to consider whether to approve the Settlement and request for attorney's fees and service award to Plaintiff in an amount of \$7,500. The hearing will be held in **[insert Court Address]**. 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.

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 <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, 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 <http://www.deceasedreportsuit.com/>, or e-mail [\[questions@deceasedreportsuit.com\]](mailto:questions@deceasedreportsuit.com)

Scroggins v. LexisNexis
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 - **MONTH ##, 2025**

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: **MONTH ##, 2025**

Section I: Contact Information

Please print all information legibly in the space provided.

Full Name: _____

Current Address: _____

Phone Number: _____

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



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

EXHIBIT B

[Mail Notice]

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

Your Claim Number:	SLN-#####
PIN Number:	#####

ID# <<ID>>
<<NAME>>
<<ADDRESS1>>
<<ADDRESS2>>
<<CITY, STATE ZIP>>

**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.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	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.
EXCLUDE YOURSELF	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.
SEND A RESERVATION REQUEST FORM	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.

**OBJECT TO THE
SETTLEMENT**

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.

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.

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."

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 [date of preliminary approval], 2025, and

(2) LexisNexis FL has a record of the inquiry which identifies it as related to or comparable to "deceased," "death" or "dead."

YOU HAVE BEEN IDENTIFIED AS A CONTACT MEMBER

II. Product Members are all persons about whom:

- (1) an identity verification and/or fraud prevention transaction was run from August 11, 2017 to [date of preliminary approval], 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.

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, attorney's 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, attorney's 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 Class Member who submits a Claim Form.

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 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 <http://www.deceasedreportsuit.com/> to check on the progress of the Court-approval process.

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.

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 Form (available at <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

Your Reservation Request must be postmarked (if mailed) or sent (if emailed) no later than **[insert date]**.

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 **[insert date]**, 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.

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 IA
Newport News, VA 23601

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

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.

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 addresses by the Objection Deadline of **[insert date]**:

[insert address]

Where and when is the fairness hearing?

The Court will hold a fairness hearing on **[insert date]** at **#:## p.m. Eastern Time** to consider whether to approve the Settlement and request for attorney's fees and service award to Plaintiff in an amount of \$7,500. The hearing will be held in **[insert Court Address]**. 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.

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 <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, 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.

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

Your Claim Number:	SLN-#####
PIN Number:	#####

ID# <<ID>>
<<NAME>>
<<ADDRESS1>>
<<ADDRESS2>>
<<CITY, STATE ZIP>>

**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.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	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.
SUBMIT A CLAIM FORM	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.
EXCLUDE YOURSELF	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.

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

SEND A RESERVATION REQUEST FORM	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 claim 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.
OBJECT TO THE SETTLEMENT	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.

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.

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.”

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 [date of preliminary approval], 2025, and
- (2) LexisNexis FL has a record of the inquiry which identifies it as related to or comparable to “deceased,” “death” or “dead.”

Questions? Call (833) 319-2038, visit <http://www.deceasedreportsuit.com/>, or e-mail questions@deceasedreportsuit.com

YOU HAVE BEEN IDENTIFIED AS A PRODUCT MEMBER

II. Product Members are all persons about whom:

- (1) an identity verification and/or fraud prevention transaction was run from August 11, 2017 to [date of preliminary approval], 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.

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, attorney's 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, attorney's 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 Class Member who submits a Claim Form.

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 **insert date**. A copy of the Claim Form is attached and may also be found online at <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 <http://www.deceasedreportsuit.com/> to check on the progress of the Court-approval process.

Questions? Call (833) 319-2038, visit <http://www.deceasedreportsuit.com/>, or e-mail questions@deceasedreportsuit.com

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.

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.

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

To submit a Reservation Request, you must send either the Reservation Form (available at <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

Your Reservation Request must be postmarked (if mailed) or sent (if emailed) no later than **[insert date]**.

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 **[insert date]**, 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.

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

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 IA
Newport News, VA 23601

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

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.

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 addresses by the Objection Deadline of **[insert date]**:

[insert address]

Questions? Call (833) 319-2038, visit <http://www.deceasedreportsuit.com/>, or e-mail questions@deceasedreportsuit.com

Where and when is the fairness hearing?

The Court will hold a fairness hearing on **[insert date]** at **#:## p.m. Eastern Time** to consider whether to approve the Settlement and request for attorney's fees and service award to Plaintiff in an amount of \$7,500. The hearing will be held in **[insert Court Address]**. 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.

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 <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, 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 <http://www.deceasedreportsuit.com/>, or e-mail [\[questions@deceasedreportsuit.com\]](mailto:questions@deceasedreportsuit.com)

Scroggins v. LexisNexis
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 - **MONTH ##, 2025**

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: **MONTH ##, 2025**

Section I: Contact Information

Please print all information legibly in the space provided.

Full Name: _____

Current Address: _____

Phone Number: _____

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



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

EXHIBIT C

[CAFA Notice]

[INSERT DATE]

Via Overnight Delivery

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

Re: Notice Pursuant to the Class Action Fairness Act of 2005 in connection with
Scroggins v. LexisNexis Risk Solutions FL Inc., No. 3:22-cv-00545-MHL-SLS
(E.D. Va.)

Dear Sir or Madam:

On behalf of LexisNexis Risk Solutions FL Inc. (“Defendant”), and in accordance with the requirements of the Class Action Fairness Act of 2005, see 28 U.S.C. § 1715(b), this letter provides notice of a proposed settlement of the putative class action captioned, *Scroggins v. LexisNexis Risk Solutions FL Inc.*, No. 3:22-cv-00545-MHL-SLS (E.D. Va.).

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

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

Plaintiff filed her initial complaint on August 11, 2022. She subsequently filed a First Amended Complaint and Second Amended Complaint. Copies of those complaints, and any exhibits thereto, are included on the enclosed CD.

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

On [____], 2025, the Court scheduled a hearing on the Joint Motion for Preliminary Approval of Settlement for [], 2025, at [] a.m.

Items 3 and 4: *Any proposed or final notification to the class members. 28 U.S.C. § 1715(b)(3); any proposed or final class action settlement. 28 U.S.C. § 1715(b) (4).*

The parties have executed a Settlement Agreement and Release, which constitutes the proposed class action settlement. A copy of the agreement is enclosed with this letter as Exhibit A. On [____], 2025, the parties filed the Joint Motion for Preliminary Approval of Proposed Settlement (the “Joint Motion”). The Joint Motion explains the history of the litigation and summarizes the terms of the settlement. A copy of the Joint Motion is enclosed as Exhibit B. The

Exhibits to the Joint Motion include the notice plan for the Rule 23(b)(3) Settlement Class. The Joint Motion and all its Exhibits are included on the enclosed CD.

The notice plan for the Rule 23(b)(3) Settlement Class provides for individual, emailed notice (and, alternatively, mailed notice if emails are returned undeliverable or the email does not show as having been opened within seven days) and a class settlement website. The proposed direct mail notice is attached to this letter as Exhibit C.

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

None.

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

No final judgment or notice of dismissal has yet been entered.

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

There are approximately 1,700 Contact Members, and approximately 59,000 Product Members. Attached is the current list of Rule 23(b)(3) class members and their corresponding state of residence based on known records to date.

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

The Court has not entered an order or opinion relating to the Joint Motion or any of the matters referenced in Items 3 through 6 above.

* * *

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

	Description
1.	Complaints
2.	Exhibit A – Settlement Agreement and Release
3.	Exhibit B – Joint Motion for Preliminary Approval of Proposed Settlement
4.	Exhibit C – Notice Plan for the Rule 23(b)(3) Settlement and proposed Forms of Notice to the Rule 23(b)(3) Settlement Class

Sincerely,

[Name]

[Title]

Providing Notification as Scroggins Settlement
Administrator On Behalf of Defendant LexisNexis
Risk Solutions FL Inc.

Enclosures (CD)

cc: Leonard A. Bennett, Esq.
Ronald I. Raether, Jr., Esq.

EXHIBIT D

[Reservation Form]

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

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

RESERVATION FORM

DEADLINE - MONTH ##, 2025



THIS IS NOT A CLAIM FORM. This form is for Class Members who are seeking to reserve their rights to pursue an individual claim.

COMPLETE AND RETURN THIS FORM ONLY IF YOU SEEK 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.

BY COMPLETING THIS FORM, you are reserving your right to pursue an individual claim for actual and/or punitive damages for an alleged violation of 15 U.S.C. § 1681i. Your lawsuit cannot include any claim for statutory damages. Your lawsuit may be pursued solely on an individual basis, and not on a mass action or class action basis. You may need to retain your own attorney, and you will be required to file a complaint in the appropriate court within the time provided by applicable statutes of limitations and in any event no later than [insert date], and make the applicable evidentiary showing subject to the governing burdens of proof, before receiving any recovery with respect to your claim. LexisNexis Risk Solutions FL Inc. ("LNRS FL") has not agreed to pay you any money if you pursue this route, and will be able to assert any available defenses to your claims. A judge or jury will decide whether you are in fact entitled to any actual and/or punitive damages.

You must fill out ALL THE INFORMATION required below or your Reservation Form may be invalid.

The deadline to submit this Reservation Form is [insert date]. You must mail the Reservation Form to *Scroggins v. LexisNexis*, c/o Settlement Administrator, ATTN: Reservation Request, P.O. Box 16, West Point PA 19486 or email the Form to questions@deceasedreportsuit.com. If the Settlement Administrator does not receive your Reservation Form on or before that date, you will be bound by the Settlement Agreement and will have released any and all claims, including any potential claim for an alleged violation of 15 U.S.C. § 1681i.

Section I: Contact Information

Please print all information legibly in the space provided.

Full Name: _____

Current Address: _____

Phone Number: _____

Section II: Signature

Signature: _____

Date: _____