

**IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION**

**Edwin Epps, Olivia Torres and Richard Jones, on behalf of themselves and others similarly situated,**

**Plaintiffs,**

v.

**ORANGE LAKE COUNTRY CLUB, INC.,  
OLCC VIRGINIA, LLC, ORANGE LAKE  
HOLDINGS, LLP,**

**Defendants.**

**Civil No. 3:17-cv-00253- JAG**

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**SETTLEMENT AGREEMENT**

This matter has been resolved by compromise and subject to Court approval of the terms and conditions of a Settlement Agreement (“Settlement”) made and entered into, as of January 19, 2018, by and among Plaintiffs Edwin Epps, Olivia Torres, and Richard Jones (the “**Named Plaintiffs**” or “**Epps**”), on behalf of themselves and the class as defined below (the “**Class**” and, with the Named Plaintiffs, the “**Plaintiffs**”), and Orange Lake Country Club, Inc., OLCC Virginia, LLC, Orange Lake Holdings, LLP. (“**Orange Lake**” or “**Defendants**”) related to claims in the above-styled case (the “**Action**”). Plaintiffs and Defendants are collectively referred to herein as the “**Parties**.” This Settlement Agreement is intended by the Parties to fully, finally and forever resolve, discharge and settle the “**Released Claims**” (as defined below) and fully, finally and forever resolve, discharge and settle the Released Claims against the “**Released Parties**” (as defined below), upon and subject to the terms and conditions hereof (the “Settlement”). The Settlement by the Parties, as represented by Counsel, settles the class action claims as follows:

**I. THE FAIR CREDIT REPORTING ACT LITIGATION CLAIMS**

On March 30, 2017, Plaintiffs filed a Complaint in the United States District Court for the Eastern District of Virginia. (Doc. 1.) An Amended Complaint was filed on August 8, 2017. (Doc. 21.) The civil action alleges that Defendants violated certain provisions of the Fair Credit Reporting Act, 15 U.S.C. §§ 1681a–1681x (“FCRA”) in connection with their procurement of consumer reports in their hiring process. The lawsuit was filed on behalf of Mr. Epps, Ms. Torres and Mr. Jones, individually, as well as on behalf of consumers residing in the United States who applied for employment with OLCC Virginia, LLC subject to a background check and consumer report, as defined under the FCRA. Plaintiffs allege that Defendants are users of the consumer reports about Mr. Epps, Ms. Torres and Mr. Jones and “**Class Members**” (as defined below).

Plaintiffs allege that Defendants violated the FCRA as to Plaintiffs because of their use of improper background report consent forms which required job applicants to agree, as a condition of employment, that Defendants do not engage in discrimination, and required applicants to notify Defendants within five days of a challenge to the accuracy of the report. Plaintiffs also alleged that the forms contain additional extraneous language. Plaintiffs allege that such conduct, if proven by Plaintiffs, constitutes a violation 15 U.S.C. § 1681b(b)(2).

The Action seeks to recover statutory damages, punitive damages, and attorneys’ fees and costs. Plaintiffs and putative class members in the Action are represented by Leonard A. Bennett, Craig C. Marchiando and Elizabeth W. Hanes of Consumer Litigation Associates, P.C.; Christopher North of The Consumer & Employee Rights Law Firm, P.C. (“**Class Counsel**,” as defined below). Defendants are represented by Ira William Spivey, II, Michael R. Sklaire, Teresa Queen and Colin Baker of Greenberg Traurig P.A. (hereinafter, “**Defendants’ Counsel**”).

Following the filing of the Action, the Parties engaged in written discovery and attended a mediation before Judge Barry R. Poretz (Ret.). The Parties reached the Settlement at the mediation.

## **II. DEFENDANTS' DENIAL OF WRONGDOING AND LIABILITY**

Defendants deny all claims asserted against it in the Action, deny that class certification would be appropriate if the Action was litigated rather than settled, deny all allegations of wrongdoing and liability, and deny that anyone was harmed by the conduct alleged. Nonetheless, Defendants desire to settle the Action on the terms and conditions set forth in this Settlement solely for the purpose of avoiding the burden, expense, risk and uncertainty of continuing the proceedings on those issues in the Action and putting to rest all controversies or potential controversies. This Settlement is not and shall not in any way be deemed to constitute an admission or evidence of any wrongdoing or liability on the part of Defendants or the Released Parties, nor of any violation of any federal, state, or municipal statute, regulation, principle of common law or equity.

## **III. CLAIMS OF PLAINTIFFS AND BENEFITS OF SETTLEMENT**

Plaintiffs believe that the claims asserted in the lawsuit have merit and that if the case did not settle they would prevail at trial. However, Plaintiffs and Class Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the case against Defendants through trial and through appeals. Plaintiffs and Class Counsel also have taken into account the uncertain outcome and the risk of any litigation, including proceedings involving class certification. Plaintiffs and Class Counsel believe that the settlement set forth in this Settlement confers substantial benefits on the Class and is fair, reasonable, and adequate, and in the best interests of Plaintiffs and the Class.

## **IV. TERMS OF THE AGREEMENT OF SETTLEMENT**

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Parties, by and through their respective attorneys, that, subject to the approval of the Court, the Action and the Released Claims shall be finally and fully compromised, settled, and released, and

the Action shall be dismissed in its entirety and with prejudice upon and subject to the terms and conditions of the Settlement as follows:

**1. Definitions**

1.1 “Action” means the case styled *Edwin Epps, et. al. v. Orange Lake Country Club, Inc., et al.*, currently pending in the United States District Court for the Eastern District of Virginia, Docket No. 3:17-cv-00253-JAG (E.D. Va.).

1.2 “CAFA” means the Class Action Fairness Act of 2005, 28 U.S.C. § 1711, *et seq.*

1.3 “CAFA Notice” means the notice described in Paragraph 4.7 below.

1.4 “Class” means the settlement class set forth in Paragraph 2.1 below.

1.5 “Class Counsel” means Leonard A. Bennett, Craig C. Marchiando and Elizabeth W. Hanes of Consumer Litigation Associates, P.C.; Christopher North of The Consumer & Employee Rights Law Firm, P.C.

1.6 “Class Member(s)” or “Class Member(s)” mean(s) any member(s) of the Class, as set forth in 2.1, but specifically does not include those individuals who timely opt-out of the Settlement as forth in 4.4.

1.7 “Class Period” means March 31, 2015, through November 15, 2015.

1.8 “Court” means the United States District Court for the Eastern District of Virginia.

1.9 “Defendants” means Orange Lake Country Club, Inc., OLCC Virginia, LLC, Orange Lake Holdings, LLP.

1.10 “Effective Date” means the date on which the Judgment finally approving this Agreement and the Settlement becomes Final. The Effective Date shall be, if there are no timely objections to the Settlement, 30 days after entry of the Court’s order granting final approval of the Settlement.

1.11 “FCRA” means the Fair Credit Reporting Act, 15 U.S.C. §§ 1681a–x.

1.12 “Final” means the date on which all appellate rights with respect to the Judgment have expired or have been exhausted in such a manner as to affirm the Judgment, and when no further appeals are possible, including review by the Supreme Court of the United States.

1.13 “Final Fairness Hearing” means the hearing described in Paragraph 4.6 below.

1.14 “Final Notice” shall have the meaning described in Paragraphs 4 and 5 below.

1.15 “Judgment” means a judgment and order of dismissal entered by the Court in the Action granting Final approval of the Settlement and entering a judgment according to the terms set forth in this Settlement Agreement.

1.16 “Named Plaintiffs” or “Epps” means Edwin Epps, Olivia Torres and Richard Jones, the named Plaintiffs in the Action.

1.17 “Opt-Out” means to timely request exclusion from the Settlement pursuant to Federal Rule Civil Procedure 23(c)(2)(B) and the procedure set forth in Paragraph 4.4 below.

1.18 “Person” means an individual, corporation, limited liability corporation, professional corporation, limited liability partnership, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assignees.

1.19 “Preliminary Approval Order” means the order proposed and submitted by the Parties as set forth in 4.1.

1.20 “Released Claims” means all claims set forth in the Action against Defendants, including all known or unknown claims, demands, rights, liabilities, and causes of action under federal or state law, whether based on statutory or common law, whether class or individual in

nature, whether concealed or hidden, and that were asserted or could have been asserted in the Action and that related to the use of consumer reports by Defendants in their hiring process. Released Claims also specifically include any and all claims under 15 U.S.C. § 1681b(b)(1), 15 U.S.C. § 1681b(b)(2) and/or 15 U.S.C. §1681b(b)(3) against Sterling Infosystems Inc., but does not include claims brought against Sterling under other sections of the FCRA.

1.21 “Released Parties” mean Orange Lake Country Club, Inc., OLCC Virginia, LLC, Orange Lake Holdings, LLP, and Sterling Infosystems, Inc. and their current and former parents, subsidiaries, affiliates, divisions, associates, agents, predecessors, successors, receivers, shareholders, assignors, assignees, and/or assigns and their respective subsidiaries, affiliates, divisions, associates, agents, successors, assignors, assignees and/or assigns, and each of their respective present, former or future officers, directors, shareholders, agents, control persons, advisors, employees, representatives, consultants, insurers and reinsurers, accountants, attorneys, and any representative of the above.

1.22 “Service Award” means the one-time payment to the Named Plaintiffs for the time and resources they have put into representing the Class Members, as set forth in Paragraph 7.2 below.

1.23 “Settlement” means the terms and conditions of settlement as described in this Settlement Agreement and Exhibits.

1.24 “Settlement Funds” means the amounts set forth in Paragraph 2.2 below.

1.25 “Settlement Notice” means the form of notice to be provided to the Settlement Class after preliminary approval of this Settlement by the Court, as further described in Paragraph 4 below.

1.26 “Settling Parties” means Named Plaintiffs and Defendants as described in Paragraphs 1.6, 1.9 and 1.16 above.

1.27 “Termination Notice” shall have the meaning set forth in Paragraph 8 below.

## **2. The Settlement**

2.1 The “**Class**” consists of: All natural persons residing in the United States and its territories who, from between March 31, 2015 and November 15, 2015, received and signed a written consumer report disclosure and authorization form from Orange Lake, and on whom a background check was subsequently conducted.

Excluded from the class definition is any attorney appearing in this case, and any judge assigned to hear this action, as well as any customer who is a member of a previous settlement class or who executed an individual settlement agreement releasing the Defendants.

The Parties believe that the Class consists of approximately 1,642 individual members.

2.2 Defendants agree to pay a maximum of Three Hundred and Twenty-Six Thousand and Three Hundred and Forty-Three and 00/100 Dollars (\$326,343.00) to settle the claims set forth by the Class (hereinafter, the “Settlement Fund”). The Settlement Fund shall be disbursed as follows: to the Named Plaintiffs such service award that may be awarded by the Court (not to exceed \$2,500 each); to Class Counsel, subject to Court approval, up to thirty-three percent (33%) of the Settlement Fund as attorneys’ fees and costs of litigation; to the Class Administrator for the class notice and settlement administration, estimated to be no more than \$16,000; and the remaining to be distributed pro rata as cash payments to class members who do not exclude themselves from the class. Any amount remaining in the Fund after the check-stale date described in Paragraphs 2.4 and 4.3 below will be redistributed in a second payment to those Settlement Class members who presented checks for payment. Any amount of unclaimed funds remaining

after the second distribution and after the check-stale date described in Paragraphs 2.4 and 4.3 will be paid to the Virginia Law Foundation as *cy pres*.

2.3 Defendants shall deposit the Settlement Fund into an interest-bearing account with the financial institution designated by Class Counsel. Defendants shall deposit \$326,343.00 within thirty (30) days of the Court's Final approval of the Settlement.

2.4 All checks paid pursuant to this Settlement shall become stale after 90 days of their mailing.

2.5 All taxes on the income of the Settlement Fund and tax-related expenses incurred in connection with the taxation of the Settlement Fund shall be paid out of the Settlement Fund. Defendants shall have no liability nor responsibility whatsoever for any such taxes or tax-related expenses.

2.6 Members of the Class shall be solely responsible for the taxes, interest, and penalties due and owing, if any, should the payment of Settlement Funds, or any portion thereof, be determined to be taxable.

2.7 Upon final approval of the Settlement at the Final Fairness Hearing, this Action will be dismissed with prejudice in its entirety as to all claims, including all claims against third party Defendant Sterling.

2.8 The Parties will mutually select the Settlement Class Administrator. Should the Parties be unable to reach an agreement on the Administrator after good-faith discussions, they shall submit their disagreement to Judge Poretz for resolution.

### **3. Release**

Upon the Effective Date, each member of the Class who has not validly opted out of the Settlement, and each of their respective spouses, executors, representatives, heirs, successors,

bankruptcy trustees, guardians, wards, joint tenants, tenants in common, tenants in the entirety, co-borrowers, agents, successors, assignees and assigns, and all those others who also claim through them or who assert claims on their behalf shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished and discharged all Released Claims against the Released Parties. The Parties hereby acknowledge that the Released Parties are expressly intended beneficiaries of this Release.

**4. Notice of Order and Settlement Hearing**

4.1 On execution of this Settlement Agreement, the Settling Parties shall jointly apply to the Court for preliminary approval of the Settlement set forth in this Settlement Agreement. It is contemplated that the joint application for preliminary approval will be filed contemporaneously with the filing of this Agreement of Settlement. The Parties shall submit to the Court the Settlement Agreement, together with its Exhibits, and shall apply for entry of the Preliminary Approval Order, substantially in the form and content of Exhibit A attached hereto, requesting, *inter alia*, (a) preliminary approval of the Settlement, and (b) approval for the distribution of the Settlement Notice substantially in the form and content of Exhibit B attached hereto, and (c) a time and date for the Final Fairness Hearing for final approval of the Class Action Settlement. Should any court reject or materially alter the Parties' agreed-upon Preliminary Approval Order or Settlement Notice, then the Defendants will have the option to void the Settlement if the Parties are unable, after good-faith negotiations presided over by Judge Poretz, to agree on a form of Preliminary Approval Order and Settlement Notice acceptable to the Court.

4.2 No later than ten (10) calendar days after preliminary approval of this Settlement Agreement by the Court, Defendants shall provide the names and last known addresses of all Class Members to Class Counsel. No later than fifteen (15) calendar days after preliminary approval of

this Settlement Agreement by the Court, Class Counsel shall cause the Settlement Class Administrator to update, using commercially reasonable methods, the addresses of Settlement Class Members previously provided to Class Counsel. Class Counsel shall then, through the Settlement Class Administrator, provide to each member of the Preliminary Settlement Class a Settlement Notice within thirty (30) days after receiving the Class List in substantially similar form as the notices attached hereto as Exhibit B, notifying him or her of his or her right to participate in the settlement or to object to or opt out of the settlement. All putative Class Members who do not opt out or object within sixty (60) days from the date they were sent the Settlement Notice, as described in the Settlement Notices, shall be considered Class Members and shall be bound by the terms of the Settlement.

4.3 Members of the Class shall be informed in the Settlement Notice that he or she is entitled to the cash funds, as set forth in Paragraph 2.2 above, without the need to submit a claim to receive payment. Within 30 days of date on which the Order of Approval of Class Action Settlement becomes Final, the Administrator shall mail checks to the Class Members who have not opted out of the Settlement at the last known address on file, which check shall become void 90 days after issuance.

The Settlement Class Administrator shall make commercially reasonable efforts to update Class Member addresses and re-mail any checks returned as undeliverable. Once this effort is completed, and no later than 120 days after the first checks were mailed, any funds remaining in the Settlement Fund after checks become stale will be distributed on a pro rata basis to those Settlement Class members who presented the first distribution for payment. After the check-stale date described in Paragraphs 2.4 and 4.3 has passed any remaining amount in the Fund will be automatically distributed to the Virginia Law Foundation as *cy pres*.

4.4 **Procedure to Opt-Out of the Settlement:** A Class Member may request to be excluded from the Class by sending a written request for exclusion to the Settlement Class Administrator at the address provided in the Notice. The Settlement Class Member's Opt-Out request must contain the Class Member's original signature, current postal address, and a specific statement that the Class Member wants to be excluded from the Settlement Class. Opt-Outs must be postmarked no later than the deadline set by the Court in the Preliminary Approval Order. In no event shall persons who purport to opt out of the Class as a group, on an aggregate basis or as a class involving more than one Class Member be considered valid Opt-Outs. Requests for exclusion that do not comply with any of the foregoing requirements are invalid. No later than seven (7) business days after the deadline for submission of request for exclusion of Opt-Out, the Settlement Class Administrator shall provide Class Counsel and Defendants' Counsel with a complete list of all persons who have properly Opted Out of the Settlement together with copies of the opt-out requests. Defendants will have the right to withdraw from the Settlement if more than 5% of the Class submits a valid request for exclusion.

4.5 **Procedure to Object to the Settlement:** Any Class Member who does not opt out but who instead wishes to object to the Settlement or any matters as described in the Notices, may do so by filing with Court a notice of their intention to object (which shall set forth each objection and the basis therefore and contain the objecting Class Member's signature), with any papers in support of their position, and serve copies of all such papers on Class Counsel and Defendants' Counsel. Objections must be filed and served so that they are received no later than the deadline set by the Court in the Preliminary Approval Order. Objections to Class Counsel's attorneys' fees may be supplemented up to seven (7) days after the filing of a motion for such fees to address additional information or materials in the motion. The objection and any supplement must indicate

whether the Class Member and/or his attorney(s) intends to appear at the Final Fairness Hearing. Any attorney who intends to appear at the Final Fairness Hearing must enter a written Notice of Appearance of Counsel with the Clerk of Court no later than the deadline set by the Court in the Preliminary Approval Order.

4.6 The Parties agree to seek a final approval hearing date not earlier than one-hundred and twenty (120) days from the date of preliminary approval of the Settlement.

4.7 Defendants shall cause notice of the Settlement that meets the requirements of the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715, to be served on the appropriate federal and state officials no later than ten days after the filing of this Settlement Agreement with the Court (“CAFA Notice”).

#### **5. Final Fairness Hearing Judgment and Notice.**

5.1 The Final Fairness Hearing, as established in the Notice Order, shall be for the purpose of consideration of final approval of the Settlement set forth in the Agreement.

5.2 On or before the Final Fairness Hearing, the Settlement Class Administrator will certify to the Court that it has fully complied with the notice provisions set forth Paragraph 4.2 above.

#### **6. Administration and Supervision of the Settlement Fund**

6.1 A Settlement Class Administrator will directly administer the Notice of the Settlement and shall control the Settlement Funds, subject to Court approval. The Settlement Class Administrator shall administer and oversee the mailing of the Court-approved notice and distribution from the Settlement Funds only with mutual approval of Defendants and Class Counsel. All funds shall be maintained in a bank escrow account unless the parties jointly agree otherwise. On completion of the administration of the Settlement, the Settlement Class

Administrator shall provide or cause to be provided to the Court a final report on its administration of the Settlement. Settlement administration costs shall be paid from the Settlement Fund from any funds remaining before returning those funds to Defendants. Class Counsel shall have and shall provide to Defendants reasonable access to documents relating to compliance and administration of the Settlement, with the right, but not the obligation, to review and audit the documents to determine full compliance with the terms of the Settlement.

6.2 No person shall have any claim against Class Counsel based on the monetary payments made substantially in accordance with this Agreement and the Settlement contained herein, or further order(s) of the Court.

**7. Plaintiffs' Counsel's Attorneys' Fees, Reimbursement of Expenses, and Payment of Additional Costs**

7.1 Class Counsel shall make an application to the Court for an award from the Settlement Fund for attorneys' fees, costs, and other expenses in an amount not to exceed 33% of the Settlement Fund. Defendants shall not oppose or object to this application provided that the request for an award of fees is consistent with this Settlement Agreement. Nothing in this provision will require Defendants to pay any attorneys' fees or litigation costs to Class Counsel with respect to the litigation over and above the Settlement Funds.

7.2 Edwin Epps, Olivia Torres and Richard Jones shall apply to the Court to receive compensation for serving as class representative in the amount of \$2,500 each (the "Service Awards"), which shall be in addition to any other sums they may receive as a Class Member. Defendants shall not oppose or object to this application provided that the request for Service Award is consistent with this Agreement. This amount is payable from the Settlement Fund on the day that Judgment becomes final and is not appealable.

**8. Conditions of Settlement, Effect of Disapproval, Cancellation or Termination**

8.1 Plaintiffs or Defendants, at any of their sole discretion, shall each have the right to terminate the Settlement and this Agreement, including dissolution of the Preliminary Settlement Class, if any of the following conditions subsequently occurs (“Terminating Events”):

- a. the Court’s refusal to preliminarily or permanently approve this Agreement or any material part of it;
- b. the Court requires a notice program in addition to or substantially different from that set forth herein;
- c. the Court orders Defendants to pay attorneys’ fees with respect to the litigation other than as provided herein;
- d. the Court orders Defendants to pay, with respect to the litigation, any amount above the contribution to the Settlement Funds, other than as provided herein;
- e. the Court declines to enter the Judgment in any material respect; or
- f. the Judgment is reversed, vacated or modified in any material respect by the Fourth Circuit Court of Appeals, the Supreme Court of the United States, or adverse action being taken by any other trial court or appellate court in any jurisdiction.

8.2 The failure of the Court or any appellate court to approve in full the request by Class Counsel for attorneys’ fees, incentive awards, costs and other expenses shall not be grounds for Named Plaintiffs, the Settlement Class, or Class Counsel to terminate this Agreement.

8.3 If any Party exercises its respective rights to terminate this Settlement and Agreement pursuant to Paragraph 8.1 above, they shall terminate the Settlement, by delivering written notice of the electing party’s election to do so (“Termination Notice”) to all other parties hereto within thirty (30) days of a Terminating Event or within thirty (30) days of any event

described in Paragraph 8.1 above. In the event that a Termination Notice is so provided, then the Settlement and this Agreement shall be canceled and terminated unless and until Class Counsel and counsel for Defendants mutually agree in writing to proceed with the Agreement.

8.4 In the event that the Settlement and this Agreement are terminated as provided for herein, then (a) this Agreement shall be null and void and of no further force and effect; (b) the Settling Parties shall be restored to their respective positions in the Action immediately prior to the execution of this Agreement; (c) any portion of the Settlement Funds not used to fund notice and administration shall be returned to Defendants together with any interest earned thereon; (d) this Agreement shall not be used in the Action or in any other proceeding for any purpose; and (e) any judgment or order entered by the Court in accordance with the terms of the shall be treated as vacated, *nunc pro tunc*.

8.5 Upon the filing of the proposed Settlement Agreement with the Court, all proceedings shall be stayed until further order of the Court except such proceedings as may be necessary either to implement the proposed Agreement or to comply with or effectuate the terms of this Agreement.

## **9. Final Judgment**

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

- a. granting final approval of this Agreement, and directing its implementation pursuant to its terms and provisions;
- b. ruling on Class Counsel's application for attorneys' fees, costs and other expenses;
- c. discharging and releasing the Released Parties from the Released Claims as provided in Paragraph 3 above;

- d. directing that the Action be dismissed in its entirety and with prejudice, and
- e. reserving to the Court continuing and exclusive jurisdiction over the parties with respect to the Agreement and the Final Judgment.

**10. Miscellaneous Provisions**

10.1 Best Efforts: The Settling Parties: (a) acknowledge that it is their intent to consummate this agreement, and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of this Agreement.

10.2 Confidentiality: The Parties agree to make no statement either directly or indirectly to any media source, or any social media or website or public communication (conferences, etc.) concerning the Settlement prior to the Preliminary Approval Hearing. The Parties agree to make no statements either directly or indirectly to any media source, or any social media or website or public communication (conferences, etc.) concerning the Settlement subsequent to the Preliminary Approval Hearing regarding the Settlement without the consent of the other Party. This provision does not prohibit Class Counsel from posting on Class Counsel's respective law firm websites their participation in the Settlement beginning sixty days after the Effective Date. This provision does not apply to communications between Class Counsel and any client, Settlement Class Members, or any person directly involved in this case. Nothing prevents Class Counsel from discussing the underlying case theory at any time.

10.3 Jurisdiction: The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Agreement.

10.4 Execution in Counterparts: This Settlement Agreement may be executed in counterparts, including by signature transmitted by facsimile. Each counterpart when so executed shall be deemed to be an original, and all such counterparts together shall constitute the same instrument.

10.5 Amendment: Before entry of the Order of Approval of Class Action Settlement becomes Final, the Settlement may be modified or amended only by written agreement signed by or on behalf of all Parties with notice to be given to the Court of the agreed modification or amendment. After the Order of Approval of Class Action Settlement becomes Final, the Settlement may be modified or amended only by written agreement signed by or on behalf of all Parties, and approved by the Court.

10.6 Waiver: The provisions of this Settlement may be waived only by an instrument in writing executed by the waiving party. The waiver by any of the Parties of any breach of this Settlement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Settlement.

10.7 Binding Effect: This Settlement binds and inures to the benefit of the Parties, their assigns, affiliates, heirs, administrators, executors, and successors.

10.8 No Benefits to Non-Parties: Except as otherwise expressly stated herein, this Settlement is not intended to confer any benefits upon any non-Party.

10.9 Entire Agreement: This Settlement constitutes the entire agreement among the Parties pertaining to the settlement of the Action and supersedes any and all prior and contemporaneous undertakings of the Parties in connection therewith. In entering into this Settlement, the Parties have not relied upon any representation or promise made by the other Party not contained in this Settlement.

10.10 Headings: The headings in this Settlement are included for convenience only and shall not be deemed to constitute part of this Settlement or to affect its construction.

10.11 Notice to Parties: Where this Settlement requires any party to provide notice or any other communication or document to any other party, such notice, communication, or document shall be provided by electronic mail or overnight delivery to:

10.12 For the Class:

Leonard A. Bennett  
**CONSUMER LITIGATION ASSOCIATES, P.C.**  
763 J. Clyde Morris Blvd., Suite 1-A  
Newport News, VA 23601

10.13 For Defendants:

Ira William Spivey, II  
Colin Baker  
**GREENBERG TRAUER PA**  
450 South Orange Avenue, Suite 650  
Orlando, FL 32801

10.14 Authority to Execute: Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement, subject to Court approval.

10.15 Disputes: The Parties agree that any disputes regarding this Agreement shall be submitted to Magistrate Judge David Novak for resolution.

The Court, having reviewed the Agreement of Settlement, approves the same and Orders the Parties to proceed as agreed.

AGREED:

\_\_\_\_\_/s/\_\_\_\_\_  
\_\_\_\_\_

PLAINTIFFS  
Leonard A. Bennett (VSB 37523)

Craig C. Marchiando (VSB 89736)  
Elizabeth W. Hanes (VSB 75574)  
**CONSUMER LITIGATION ASSOCIATES, P.C.**  
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*Counsel for Plaintiffs*

\_\_\_\_\_/s/\_\_\_\_\_  
DEFENDANTS

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Colin Baker  
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*Counsel for the Defendants*

**IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION**

**Edwin Epps, Olivia Torres and Richard  
Jones, *on behalf of themselves and others  
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**Plaintiffs,**

**v.**

**ORANGE LAKE COUNTRY CLUB, INC.,  
OLCC VIRGINIA, LLC, ORANGE LAKE  
HOLDINGS, LLP,**

**Defendants.**

**Civil No. 3:17-cv-00253- JAG**

**PRELIMINARY APPROVAL ORDER**

WHEREAS, the Court has been advised that the Parties to this action, Edwin Epps, Olivia Torres, and Richard Jones (the “Named Plaintiffs”), on the one hand, and Orange Lake Country Club, Inc., OLCC Virginia, LLC, and Orange Lake Holdings, LLP (“Defendants”), on the other hand, through their respective Counsel, have agreed, subject to Court approval following notice to the Settlement Class Members and a hearing, to settle the above-captioned lawsuit (the “Litigation”) upon the terms and conditions set forth in the Settlement Agreement (the “Settlement Agreement”). The Settlement Agreement has been filed with the Court and the definitions set forth in the Settlement Agreement are incorporated by reference herein.

Based upon the Settlement Agreement and all of the files, records, and proceedings herein, it appears to the Court that, upon preliminary examination, the proposed settlement is fair, reasonable, and adequate. A hearing will be held on June 20, 2018 at 10:30 a.m., after notice to

**EXHIBIT "A"**

the proposed Settlement Class Members to confirm that the proposed settlement is fair, reasonable, and adequate, and to determine whether a Final Approval Order should be entered in the Litigation.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court has jurisdiction over the subject matter of the Litigation and over all settling Parties hereto.

**Settlement Class:** Pursuant to Fed. R. Civ. P. 23(b)(3), the matter is hereby preliminarily certified, for settlement purposes only, as a class action on behalf of the following class of plaintiffs (the “**Settlement Class**”). Excluded from the class definition is any attorney appearing in this Litigation, and any judge assigned to hear this Litigation, together with their immediate family members and any persons employed by him or her.

The Class consists of:

All natural persons residing in the United States and its territories who, from between March 31, 2015 and November 15, 2015, received and signed a written consumer report disclosure and authorization form from Orange Lake, and on whom a background check was subsequently conducted.

The Parties estimate there are 1,642 Potential Class Members.

2. **Class Representative Appointments:** Pursuant to Fed. R. Civ. P. 23, the Court preliminarily appoints Edwin Epps, Olivia Torres and Richard Jones as the Class Representatives for the Settlement Class.

3. **Class Counsel Appointment:** Having considered the work that Class Counsel has done in investigating potential claims in this action, counsel’s experience in handling class actions and other complex litigation, counsel’s experience in handling claims of the type asserted in this action, counsel’s knowledge of the applicable law, and the resources counsel will commit to representing the Settlement Class, the following attorneys are preliminarily appointed as Class Counsel under Fed. R. Civ. P 23(g)(1): Leonard A. Bennett, Craig C. Marchiando, and Elizabeth

Hanes of Consumer Litigation Associates, P.C.; and Christopher North of The Consumer & Employee Rights Law Firm, P.C.

4. **Preliminary Certification of the Class:** The Court preliminarily finds that the Settlement Class satisfies the applicable prerequisites for class action treatment under Fed. R. Civ. P. 23. Namely, the Court preliminarily finds that:

- a. The Settlement Class Members are so numerous that joinder of all of them in the lawsuit is impracticable;
- b. There are questions of law and fact common to the Settlement Class Members, which predominate over any individual questions;
- c. The claims of the Class Representatives are typical of the claims of the Settlement Class Members;
- d. The Class Representatives and Class Counsel have fairly and adequately represented and protected the interests of all of the Settlement Class Members; and
- e. The Court finds that as to the Settlement Class, class treatment of these claims will be efficient and manageable, thereby achieving an appreciable measure of judicial economy, and a class action is superior to other available methods for a fair and efficient adjudication of this controversy. Consequently, the Court finds that the requirements for certification of a conditional settlement class under Rule 23(b)(3) are satisfied.

5. **Class Action Administration:** American Legal Claim Services, LLC is approved as the Class Administrator (the “Settlement Administrator”). The Settlement Administrator shall oversee the administration of the settlement and the notification to proposed Settlement Class Members as directed in the Settlement Agreement and administration expenses shall be paid in accordance with the Settlement Agreement. The settlement checks shall issue from the Settlement Fund only and the Settlement Administrator will verify that the settlement checks were mailed.

6. **Class Notice:** The Court approves the form and content of the Class Notice attached as Exhibit B to the Settlement Agreement. The proposed form and method for notifying the Settlement Class Members of the settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. The proposed Class Notice constitutes the best notice that is practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to notice. The Court finds that the proposed Class Notice concisely and clearly states, in plain, easily understood language, the nature of the action; the definition of the class certified; the class claims, issues, and defenses; and that a class member may enter an appearance through counsel if the member so desires. Additionally, the Notice accurately describes that the Court will exclude from the class any member entitled to exclude him or herself who requests exclusion; the time and manner for requesting exclusion, if applicable; and the binding effect of a class judgment on Settlement Class Members. The Notice Plan described herein is designed for notice to reach a significant number of Settlement Class Members and is otherwise proper under Rule 23(e)(1).

Based on the foregoing, the Court hereby approves the Notice Plan developed by the Parties and directs that the plan be implemented according to the Settlement Agreement. The Court finds that the Notice Plan directs notice in a reasonable manner under Rule 23(e)(1) and satisfies due process.

7. **Exclusions from the Settlement Class:** Class Members shall be given the opportunity to opt out of the Class. All requests by the individuals within the Class to be excluded must be in writing, mailed to the Settlement Administrator and postmarked no later than [the Parties suggest 90 days from the date the Preliminary Approval Order is signed]. To be valid, a request for exclusion must be personally signed and must include: (i) the Class Member's original signature; (ii) a current postal address; (iii) a telephone number, and (iv) a specific statement that

the Class Member wants to be excluded from the Class. No persons who purport to opt out of the Class as a group, on an aggregate basis or as a class involving more than one Class Member, will be considered valid Opt-Outs. Requests for exclusion that do not comply with any of the foregoing requirements are invalid. A Class Member who properly opts out may not also object to the Settlement Agreement.

8. **Objections:** Any Class Member who does not opt out, but who instead wishes to object to the Settlement or any matters as described in the Class Notice, may do so by filing with the Clerk of Court a notice of their intention to object (which shall set forth each objection and the basis therefore and containing the objecting Class Member's signature), along with any papers in support of their position. Objections must be mailed so that they are postmarked no later than [the Parties suggest 90 days from the date the Preliminary Approval Order is signed]. The requirements for objections to Class Counsel's attorneys' fees are set forth in paragraph 10 below. Any attorney who intends to appear the Final Approval Hearing must enter a written Notice of Appearance of Counsel with the Clerk of Court no later than the deadline set by the Court in the Preliminary Approval Order.

9. **Final Approval:** The Court shall conduct a Final Fairness Hearing on June 20, 2018, at 701 East Broad Street, VA 23219, commencing at 10:30 A.M., to review and rule upon the following issues:

- a. Whether the proposed settlement is fundamentally fair, reasonable, adequate, and in the best interests of the Class Members and should be approved by the Court;
- b. Whether the Final Approval Order should be entered, dismissing the Litigation in its entirety and with prejudice and releasing the Released Claims against the Released Parties; and

c. To discuss and review other issues as the Court deems appropriate. Class Members need not appear at the Final Fairness Hearing or take any other action to indicate their approval of the proposed class action settlement. Class Members wishing to be heard regarding their objection are, however, required to indicate in their written objection whether or not they intend to appear at the Final Fairness Hearing. The Final Fairness Hearing may be postponed, adjourned, transferred, or continued without further notice to Class Members.

10. An application or applications for attorneys' fees and reimbursement of costs and expenses by Class Counsel, as well as applications for Class Representative Service Awards, shall be made in accordance with the Settlement Agreement and shall be filed with the Court no later than fourteen (14) days before the Final Fairness Hearing. The Court will permit the supplementation of any filings by objectors as to attorneys' fees and costs at any date up to seven (7) days after the filing of a motion for such fees to address additional information or materials in the motion. The Parties may respond to this supplementation. The objection and any supplement must indicate whether the Class member and/or his/her attorney(s) intend to appear at the Final Approval Hearing.

11. All proceedings in this Litigation as they relate to claims against Defendants are stayed pending final approval of the Settlement, except as may be necessary to implement the Settlement or comply with the terms of the Settlement Agreement.

12. Pending final determination of whether the Settlement should be approved, Plaintiffs, all Class Members and any person or entity allegedly acting on behalf of Class Members, either directly, representatively or in any other capacity, are preliminarily enjoined from commencing or prosecuting against the Released Parties any action or proceeding in any court or tribunal asserting any of the Released Claims. However, this injunction shall not apply to individual claims of anyone who timely excludes themselves from the Settlement in a manner that

complies with Paragraph 7 above. This injunction is necessary to protect and effectuate the Settlement, this Order, and this Court's flexibility and authority to effectuate the Settlement and to enter Judgment when appropriate, and is ordered in aid of this Court's jurisdiction and to protect its judgments pursuant to 28 U.S.C. § 1651(a).

13. If the Settlement Agreement and/or this Order are voided per the Settlement Agreement:

- a. The Settlement Agreement shall have no further force and effect and shall not be offered in evidence or used in the Litigation or in any other proceeding.
- b. Counsel for the Parties shall seek to have any Court orders, filings, or other entries in the Court's file that result from the Settlement Agreement set aside, withdrawn, and stricken from the record;
- c. The Settlement Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection with either of them, shall be without prejudice to any Party and shall not be deemed or construed to be an admission or confession by any Party of any fact, matter, or proposition of law; and
- d. The Parties shall stand in the same procedural position as if the Settlement Agreement had not been negotiated, made, or filed with the Court.

14. The Settlement Agreement is preliminarily approved as fair, reasonable, and adequate. The Court preliminarily finds that: (a) the proposed Settlement Agreement resulted from arms-length negotiations; (b) the Settlement Agreement was executed only after Class Counsel had conducted appropriate investigation and discovery regarding the strengths and weaknesses of the Class Representative's and Class Members' claims; (c) Class Counsel represent that they have concluded that the Settlement Agreement is fair, reasonable, and adequate; and (d) the proposed

Settlement Agreement appears to be in the best interest of the Class Representatives and Class Members.

15. The Order is not admissible as evidence for any purpose against the Class Representatives, Settlement Class Members, Defendants, or Released Parties in any pending or future litigation. This Order shall not be construed or used as an admission, concession or declaration against the Class Representatives, Class Members, Defendants, or Released Parties with respect to the strengths or weakness of any claim or defense in the Litigation. The Parties' actions in this matter have been taken for settlement purposes only for the purpose of resolving the claims between the Class Representatives, Class Members, Defendants, and Released Parties in this Litigation.

16. The Court retains continuing and exclusive jurisdiction over the action to consider all further matters arising out of or connected with the Settlement, including the administration and enforcement of the Settlement Agreement.

IT IS SO ORDERED.

Dated: \_\_\_\_\_

\_\_\_\_\_  
United States District Judge

***A FEDERAL COURT ORDERED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.***

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINIA  
*Epps v. Orange Lake Country Club, Inc. (the "Lawsuit")*  
Civil Action No. 3:15cv253**

**NOTICE OF CLASS ACTION SETTLEMENT**

IF YOU APPLIED FOR WORK AT ORANGE LAKE COUNTRY CLUB OR ORANGE LAKE RESORTS ON OR AFTER MARCH 31, 2015 AND ON OR BEFORE NOVEMBER 15, 2015, YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT.

A settlement has been proposed in a class action lawsuit brought under the Fair Credit Reporting Act ("FCRA") against Orange Lake Country Club, Inc., OLCC Virginia, LLC, Orange Lake Holdings, LLP ("ORANGE LAKE" or the "Defendants") on behalf of all natural persons residing in the United States, any U.S. territory, the District of Columbia, or Puerto Rico who applied for work at ORANGE LAKE during the period from March 31, 2015 to November 15, 2015 who were the subject of a consumer report allegedly obtained without a compliant disclosure form under FCRA.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	You will remain a Settlement Class Member, be bound by the Settlement, including the release of claims described below, and receive a cash payment of approximately \$120.00. If you cash the check within ninety (90) days, you will then be sent a second check. The amount of this check will depend on the response rate of other class members. <b>NOTE:</b> If you receive the first check and do not cash it within ninety (90) days, it will become stale. You will not be able to cash it; you will not receive a second check; and you will not receive a cash payment.
<b>OBJECT TO THE SETTLEMENT</b>	You can remain a Settlement Class Member, but write to the Court and explain why you don't think the Settlement is fair, reasonable, or adequate. This is called an objection. You must file your objection by [REDACTED]. More information relating to objections is found below, in Section 11.
<b>EXCLUDE YOURSELF ENTIRELY</b>	You can remove yourself from participation in this class action and not receive a benefit from this Settlement. You will retain a right to file a separate lawsuit against the Defendants. Your request to opt out of the settlement must be postmarked by [REDACTED]. More information relating to exclusion requests is found below, in Section 8.

**ADDITIONAL INFORMATION ABOUT THE LAWSUIT, THE SETTLEMENT, AND YOUR RIGHTS IS ON THE SETTLEMENT WEBSITE, [www.OrangeLakeCountryClub.com](http://www.OrangeLakeCountryClub.com)**

You can also contact Class Counsel if you have additional questions: Leonard A. Bennett, Consumer Litigation Associates, P.C., 763 J. Clyde Morris Blvd., Suite 1-A, Newport News, VA 23601, (757) 930-3660, len@clalegal.com.

**EXHIBIT "B"**

## 1. WHY DID I RECEIVE THIS NOTICE?

A Court authorized the notice because you have a right to know about a proposed settlement of this class action lawsuit and about all of your options before the Court decides whether to give “final approval” to the settlement. This notice explains the lawsuit, the settlement, and your legal rights. Judge John A. Gibney, of the United States District Court for the Eastern District of Virginia, is overseeing this class action. The case is known as *Epps v. Orange Lake Country Club, Inc.*, Case No. 3:17cv253-JAG (the “**Lawsuit**”).

You are receiving this notice because, between March 31, 2015 and November 15, 2015, you applied for work at Orange Lake and signed a form authorizing Orange Lake to obtain a background check about you, and are eligible for a payment.

## 2. WHAT IS THIS LAWSUIT ABOUT?

Plaintiffs Edwin Dean Epps, Olivia C. Torres, and Richard Jones, Jr. (the “**Plaintiffs**” or “**Class Representatives**”) were required by their prospective employers to submit to a background check as a condition of employment. Sterling Infosystems, Inc. (“**Sterling**”) prepared consumer reports about Plaintiffs for the prospective employers. Plaintiffs claimed that the Defendants violated the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* (the “**FCRA**”) by using a consent form to obtain consumer reports about them that required them to agree, as a condition of employment, that Defendants do not engage in discrimination, and required applicants to notify Defendants within five days of a challenge to the accuracy of the report.

The Defendants have denied all claims in the Lawsuit and contend that they acted lawfully and in compliance with the FCRA at all times. Defendants also brought Sterling into the lawsuit through a Third Party Complaint. The Defendants have multiple defenses to the claims in the Lawsuit. The Parties have decided it is in their best interest to settle the Lawsuit to avoid the burden, expense, risk, and uncertainty of continuing the litigation.

## 3. WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action lawsuit, one or more people called “Class Representative” (in this case, Edwin Dean Epps, Olivia C. Torres, and Richard Jones, Jr.) sued on behalf of other people who have similar claims. The group of people together is a “Class” or the “Class Members.” The people who sued are called the Plaintiffs, or Class Representatives. The company he or she sued (in this case, Orange Lake) is called the Defendant. One court resolves the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class. Any judgment or settlement of the case resolves the claims for all people in the Class.

## 4. HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?

You are a member of the Settlement Class and are affected by the settlement because Defendants’ records indicate that they used a certain disclosure form to obtain your authorization to use a consumer report (commonly called a background check) about you as part of their hiring process. Specifically, for the purposes of settlement only, the Court has provisionally certified a “**Settlement Class**” defined as follows:

All natural persons residing in the United States and its territories who, from between March 31, 2015 and November 15, 2015, received and signed a written consumer report disclosure and authorization form from Orange Lake, and on whom a background check was subsequently conducted.

If you fall within the foregoing Settlement Class definition, you will be a Settlement Class Member unless you exclude yourself from the Settlement Class.

**5. WHAT DOES THE SETTLEMENT PROVIDE?**

You are entitled to an automatic cash payment of approximately \$120.00 if you do not exclude yourself from the Settlement. The Defendants have agreed to pay \$326,343.00 (the “**Settlement Fund**”) for the benefit of the Settlement Class, which funds will be used to make the payments to Settlement Class Members described below, to pay Plaintiffs’ attorneys’ fees and litigation expenses, and to pay the costs of administering the Settlement.

**6. WHAT DO I HAVE TO DO TO RECEIVE MY PAYMENT?**

Cash the check when you receive it. The Settlement Administrator will mail you a check automatically about 30 days after the Court grants final approval to the Settlement. The Court will hold a hearing on June 20, 2018 at 10:30 a.m. to decide whether to approve the Settlement. The Administrator will mail that check to the same address as this Notice was sent to, so please update the Administrator with your new address if you move. This check will become stale in ninety (90) days. If you cash the first check, you will be sent a second check. The amount of the second check depends on the response rate by other Class Members.

**7. WHAT AM I GIVING UP TO GET A BENEFIT OR STAY IN THE SETTLEMENT CLASS?**

Unless you exclude yourself, you are staying in the Settlement Class, which means that you cannot be part of any other lawsuit against the Defendants or Sterling (or other parties released by the Settlement) about the legal claims in this case and legal claims that could have been brought in this case. All of the Court’s orders will apply to you and legally bind you. If you do not exclude yourself from the Settlement Class, you will agree to release certain claims. Basically, you are releasing your right to individually sue for a violation of federal or state law based on the Defendants’ use of consumer reports in its hiring process, or certain alleged conduct by Sterling.

The formal release language and description of the Released Parties are included in the formal Settlement Agreement, which is available on the Settlement website, \_\_\_\_\_.

**8. HOW DO I EXCLUDE MYSELF FROM PARTICIPATION IN THE SETTLEMENT?**

If you want to reserve your right to sue the Defendants or Sterling on your own for any actual damages relating to Defendants’ use of consumer reports in its hiring process, you must exclude yourself from participation in the Settlement. This gives you the right to bring your own lawsuit for actual damages but precludes you from participating in the Settlement Fund, and you will not receive any payments from the Settlement Fund. The Defendants and/or Sterling will be able to assert defenses to any such lawsuit, and you may not recover anything. If you exclude yourself, you should promptly consult your own attorney about your rights as the time to file an individual lawsuit is limited.

To exclude yourself from the settlement, you must send a letter stating that you want to be excluded from the settlement. Be sure to include: (1) the name of the Lawsuit, *Epps v. Orange Lake Country Club, Inc.*, Case No. No. 3:17cv253; (2) your full name, current address, telephone number, and last four digits of your Social Security Number; (3) a statement of intention to exclude yourself from the Settlement; and (4) your original signature. You must mail your Exclusion Request no later than [redacted], 2018 to:

[Insert address]

REQUESTS FOR EXCLUSION THAT ARE POSTMARKED AFTER [redacted], 2018, WILL NOT BE HONORED.

**9. IF I DO NOT EXCLUDE MYSELF, CAN I SUE THE DEFENDANTS FOR THE SAME THING LATER?**

No. Unless you exclude yourself, you give up the right to sue the Defendants and the Released Parties for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You may need to exclude yourself from *this* class action to continue your own lawsuit. Remember, your Exclusion Request must be postmarked by [DATE].

**10. DO I HAVE A LAWYER IN THE CASE AND HOW WILL THE LAWYERS BE PAID?**

Yes. The Plaintiff retained (a) **Leonard A. Bennett, Craig C. Marchiando, and Elizabeth Hanes** of Consumer Litigation Associates, P.C., 763 J. Clyde Morris Blvd 1A, Newport News, VA 23601; and (b) **Christopher North** of The Consumer & Employee Rights Law Firm, P.C., 751 Thimble Shoals Blvd., Suite A, Newport News, VA 23606 to represent you and the rest of the Settlement Class. In connection with the preliminary approval of the settlement, the Court appointed these attorneys to represent you and other members of the Settlement Class. Together, the attorneys are called “**Class Counsel**.” These lawyers will not separately charge you for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

Class Counsel will ask the Court for an award of attorneys’ fees, which the Defendants have agreed to pay as part of the Settlement Fund, with Class Counsel requesting 33% of the Settlement Fund. However, the Court may ultimately award less than this amount. The requested 33% will also include Class Counsel’s costs and expenses incurred by them and by the Class Representatives in litigating this matter. The Defendants have paid for the costs of this notice to you and the costs of administering the settlement as part of the Settlement Fund. Additionally, the Class Representatives will ask the Court to approve a payment of \$2,500 each as an individual service award for their effort and time expended in prosecuting the Lawsuit. However, the Court may ultimately award less than this amount. Any payment will be made from the Settlement Fund.

**11. HOW DO I TELL THE COURT THAT I DO NOT LIKE THE SETTLEMENT?**

If you are a Settlement Class Member, you can object to the Settlement if you do not think any part of the Settlement is fair, reasonable, or adequate. You can and should explain the detailed reasons why you think that the Court should not approve the Settlement, if this is the case. The Court and Class Counsel will consider your views carefully. To object, you must send a letter stating that you object to the Settlement. Be sure to include: (1) the name of the Lawsuit, *Epps v. Orange Lake Country Club, Inc.*, Case No. 3:17cv253; (2) your full name, current address, telephone number, and last four digits of your Social Security Number; (3) a detailed explanation of the reasons you object to the settlement and any papers in support of your position; and (4) signed verification of membership in the Settlement Class. You must mail your objection no later than \_\_\_\_\_ to:

**Clerk of Court, United States District Court, 701 East Broad Street, Richmond, VA 23219**

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**ADDITIONAL INFORMATION ABOUT THE LAWSUIT, THE SETTLEMENT, AND YOUR RIGHTS IS ON THE SETTLEMENT WEBSITE, [www.\\_\\_\\_\\_\\_.com](http://www._____.com)**

You can also contact Class Counsel if you have additional questions: Leonard A. Bennett, Consumer Litigation Associates, P.C., 763 J. Clyde Morris Blvd., Suite 1-A, Newport News, VA 23601, (757) 930-3660, [len@clalegal.com](mailto:len@clalegal.com).

**PLEASE DO NOT CALL THE COURT, THE CLERK, OR DEFENDANTS’ COUNSEL REGARDING THIS SETTLEMENT.**