

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

***Epps v. Orange Lake Country Club, Inc.***

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINIA  
Civil Action No. 3:17-cv-253**

**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.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>DO NOTHING</b>	<p>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.</p> <p><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.</p>
<b>OBJECT TO THE SETTLEMENT</b>	<p>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 May 24, 2018.</p> <p>More information relating to objections is found below, in Section 11.</p>
<b>EXCLUDE YOURSELF ENTIRELY</b>	<p>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 May 24, 2018. More information relating to exclusion requests is found below, in Section 8.</p>

**ADDITIONAL INFORMATION ABOUT THE LAWSUIT, THE SETTLEMENT, AND YOUR RIGHTS IS ON THE SETTLEMENT WEBSITE, [WWW.OLSETTLEMENT.COM](http://WWW.OLSETTLEMENT.COM) OR CALL 1-800-768-7013 TOLL FREE.**

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, elizabeth@clalegal.com.

## 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. 3:17-cv-253-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, [www.olsettlement.com](http://www.olsettlement.com).

## 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. 3:17-cv-253; (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 May 24, 2018 to: **ORANGE LAKE SETTLEMENT, ATTN: EXCLUSIONS, PO BOX 23648, JACKSONVILLE FL 32241-3648.**

REQUESTS FOR EXCLUSION THAT ARE POSTMARKED AFTER MAY 24, 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 May 24, 2018.

## 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. 3:17-cv-253; (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 May 24, 2018 to:

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

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(757) 930-3660, elizabeth@clalegal.com.

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