

**THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR OSCEOLA COUNTY, FLORIDA
CIVIL DIVISION**

BRENDA LOPEZ,

Plaintiff,

CASE NO.: 2020-CA-002511-OC

v.

OLLIE'S BARGAIN OUTLET, INC.,

Defendant.

_____ /

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION SETTLEMENT**

THIS MATTER came before the Court upon the Plaintiff's Unopposed Motion for Final Approval of Settlement, Attorneys' Fees and Costs, and Dismissal with Prejudice. Having considered the settlement, all papers and proceedings held herein, having heard the argument of counsel, and reviewed the record in this action, the Court finds the Motion is due to be **GRANTED**. Further, the Court finds as follows:

I. Final Approval of the Settlement

1. Based on a review of the motion for final approval and all other papers submitted in connection with the motion, the Court finds it has jurisdiction over this action and that the named Plaintiff has standing under Florida law.

2. The settlement memorialized in the Settlement Agreement is granted final approval. The settlement fair, reasonable, and adequate.

3. The settlement is within the range of possible final settlement approval, and the Court-approved notice mailed to the class was adequate.

4. The settlement was the result of a good-faith, arm's-length negotiation by attorneys well-versed in the prosecution of Fair Credit Reporting Act actions.

II. Final Certification of the Rule 1.220 Settlement Class

5. For settlement purposes only, the Settlement Class consists of a Disclosure Class defined as follows: “All of Defendant’s employees and job applicants who applied for or worked in a position with the Defendant in Florida, to whom Ollie’s provided FCRA disclosure and authorization forms in the same or substantially the same form as those provided to Plaintiff, within two years of the filing of the Complaint through the date of final judgment.”

6. For settlement purposes only, the Settlement Class meets the requirements for class certification under Rules 1.220(a) and (b)(3), Florida Rules of Civil Procedure.

7. For settlement purposes only, the Settlement Class satisfies Rule 1.220(a)(1) because the joinder of approximately 3,500 class members is impracticable.

8. For settlement purposes only, the Settlement Class satisfies satisfy Rule 1.220(a)(2) because the class members’ claims share common questions of fact and law.

9. For settlement purposes only, the Settlement Class satisfies satisfy Rule 1.220(a)(3) because the Plaintiff’s claims and those of the class arise out of the same practice and are based on the same legal theories.

10. For settlement purposes only, Rule 1.220(a)(4) is satisfied because no conflict of interest exists between the Plaintiff and the Settlement Class, and the Plaintiff has retained competent counsel to represent her and the Settlement Class. Plaintiff’s counsel, Luis A. Cabassa and Brandon J. Hill of Wenzel Fenton Cabassa, P.A., regularly engage in FCRA lawsuits and are capable of adequately representing the Settlement Class members’ interests in this action.

11. For settlement purposes only, Rule 1.220(b)(3) is satisfied because common legal and factual issues predominate over individualized issues. Resolution of the common issues for the members of the Settlement Class in a single, coordinated proceeding is superior to individual lawsuits addressing the same legal and factual issues.

III. Appointment of Class Counsel and Class Representative

12. Luis A. Cabassa and Brandon J. Hill of Wenzel Fenton Cabassa, P.A., shall remain as Class Counsel for the Settlement Class.

13. Class Counsel performed substantial work identifying, investigating, prosecuting, and settling Plaintiff's and the settlement Class members' claims and have knowledge of the applicable law.

14. Brenda Lopez shall remain Class Representative.

IV. Additional Findings

15. The Court makes the following findings on notice to the Settlement class:

(a) The Court finds that the distribution of the Class Notice, as provided for in the Settlement Agreement, (i) constituted the best practicable notice under the circumstances to Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of, among other things, the pendency of the Action, the nature and terms of the proposed Settlement, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of the Florida Rules of Civil Procedure, the United States Constitution, and the Rules of this Court.

(b) The Court finds that the Class Notice and methodology set forth in the Settlement Agreement, the Preliminary Approval Order, and this Final Order and Judgment (i) constitute the most effective and practicable notice of the Final Order and Judgment, the relief available to Settlement Class Members pursuant to the Final Order and Judgment, and applicable time periods; (ii) constitute due, adequate, and sufficient notice for all other purposes to all

Settlement Class Members; and (iii) comply fully with the requirements of the Florida Rules of Civil Procedure, the United States Constitution, and the Rules of this Court.

16. The Settlement Agreement is finally approved in all respects as fair, reasonable and adequate. The terms and provisions of the Settlement Agreement, including all Exhibits thereto, have been entered into in good faith and are hereby fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, each of the Parties and the Settlement Class Members.

17. The Court approves the distribution of the Settlement Fund, as described in the Settlement Agreement, as fair, reasonable, and adequate, and the Settlement Administrator is authorized to distribute the Settlement Fund in accordance with the terms of the Settlement Agreement.

18. The Parties are hereby directed to implement and consummate the Settlement Agreement according to its terms and provisions.

19. The Court hereby awards Class Counsel Attorneys' Fees and Expenses in the amount of \$100,000.00, payable pursuant to the terms of the Settlement Agreement, plus costs totaling \$1,858.15. The Court also awards a service award in the amount of \$2,500.00 to Brenda Lopez.

20. The terms of the Settlement Agreement and of this Final Order and Judgment, including all Exhibits thereto, shall be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits maintained by the Plaintiff and all other Settlement Class Members, as well as their heirs, executors and administrators, successors, and assigns. However, those class members who timely submitted opt-out requests are not bound by the settlement.

21. Without further order of the Court, the Settling Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement.

22. This Action, including all individual claims and class claims presented herein, is hereby dismissed on the merits and with prejudice against Plaintiff and all other Settlement Class Members, without fees or costs to any party except as otherwise provided herein.

23. The Court maintains jurisdiction over this case to enforce the terms and conditions of the settlement agreement if needed.

SO ORDERED, this ____ day of _____, 2022.

Robert Egan 03/08/2022
THE HONORABLE ROBERT J. EGAN
CIRCUIT COURT JUDGE

Copies furnished to all counsel of record.