

# EXHIBIT 1

**THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT  
IN AND FOR GLADES COUNTY, FLORIDA  
CIVIL DIVISION**

**JUAN LOPEZ,**

**Plaintiff,**

v.

**OLDCASTLE APG, INC.,**

**Defendant.**

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**CASE NO.:**

**DIVISION:**

**SETTLEMENT AGREEMENT**

**I. Introduction**

This Settlement Agreement (“Agreement”) is made and entered into by and between Plaintiff, Juan Lopez (hereinafter “Plaintiff” or the “Class Representative”), on his own behalf and on behalf of the Settlement Class, defined below and described herein, and Defendant, Oldcastle APG, Inc. (“Oldcastle” or “Defendant”) (collectively, the “Parties”).

**II. Recitals**

A. Named Plaintiff, Juan Lopez, filed a Class Action Complaint styled *Juan Lopez, v. Oldcastle Services, Inc., f/k/a Oldcastle APG, Inc.*, in the Circuit Court of the Twentieth Judicial Circuit in and for Glades County, Florida, Case No. 23-CA-213 (“the Action”) on December 29, 2023, asserting claims against Defendant under the Fair Credit Reporting Act (“FCRA”), on behalf of himself and on behalf of a proposed class of similarly-situated individuals. Defendant removed the action to federal court on February 9, 2024. The Parties engaged in early mediation with a highly respected mediator and agreed, as part of this Agreement, to jointly request to remand the action to state court, which was ordered on July 26, 2024. The Parties have since reached an agreement that, if approved by this Court, will resolve all claims of the Named Plaintiff and each of the approximately 1,700 putative class members as of the mediation date of July 9, 2024 (which

the Parties have agreed are expected to increase proportionally to the date of preliminary approval).

B. The Action generally alleges that Defendant violated the FCRA by failing to comply with the FCRA's disclosure and authorization requirements related to consumer reports procured for "employment purposes." Specifically, the Action alleges that Defendant's inclusion of extraneous information in its FCRA Disclosure violated Section 604(b)(2)(A) of the FCRA, 15 U.S.C. § 1681b(b)(2)(A)(i), and, as a result, Defendant lacked authorization to procure consumer reports on the class members in violation of 15 U.S.C. § 1681b(b)(2)(A)(ii). Defendant denied Plaintiff's allegations and denied that it committed any violation of the FCRA with respect to Plaintiff or the Settlement Class.

C. After the lawsuit was filed, on February 9, 2024, Defendant filed its Notice of Removal. Litigation then commenced in federal court in the United States District Court for the Middle District of Florida, Tampa Division. On March 1, 2024, Defendant filed its Answer and Defenses. The federal court entered its FCRA Scheduling Order on March 4, 2024, which required the parties to attend early mediation and to exchange crucial documents for each side's allegations and defenses. The parties complied and scheduled mediation for July 9, 2024.

D. The parties participated in a mediation session with highly-respected and nationally recognized mediator, Carlos J. Burruezo. Mediation lasted all day (and well into the evening). With Mr. Burruezo's assistance the Parties reached an agreement in principle ("Settlement") to resolve this action, on a class basis.

E. Thereafter, the Parties reported the settlement to the Court and the Court ordered remand to this Court for the reasons noted in the motion to remand and the Court's Order.

F. Defendant denies it engaged in any wrongdoing, denies any actual or potential fault, wrongdoing, or liability in connection with any facts or claims that have been or could have been alleged against it in the Action, denies that the claims asserted by Plaintiff are suitable for class

treatment other than for settlement purposes, denies that it has any liability whatsoever with respect to Plaintiff or the Settlement Class, but enters into this Agreement because of the substantial expense of litigation, the length of time necessary to resolve the issues presented, the inconvenience involved, and the disruption to its operations. This Agreement 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 Defendant, nor of any violation of any federal, state, or municipal statute, regulation, principle of common law or equity.

G. The attorneys representing the Settlement Class defined below (“Class Counsel”) are experienced in litigating class action claims of the type involved in this Action.

H. The Parties and their respective attorneys of record, taking into account the risks, uncertainties, delay, and expense involved in the Action, as well as other relevant considerations, believe that it is in the best interests of all Parties and the putative classes to compromise and fully and finally settle this Action in the manner and upon the terms and conditions hereinafter set forth. The Parties intend that this settlement will end and encompass all pending, threatened, or possible litigation and/or claims against Defendant, and its affiliates, that arise out of or relate to the Action or that could have been brought in this Action, upon entry of a final order approving this settlement and this Agreement.

I. The relief provided to the Class Members and the procedures set forth in this Agreement for the distribution of relief provide fair, flexible, speedy, cost-effective, and assured value to the Class Members. Thus, this Agreement provides considerable benefit to the Class Members while avoiding costly litigation of difficult and contentious issues.

J. Based on Class Counsel’s extensive analysis of the law and facts at issue in this Action, and the fair, flexible, speedy, cost-effective, and assured procedures for providing the settlement benefits to the Class Members, the Class Representative (on advice of Class Counsel)

has determined that this settlement with Defendant on the terms set forth below is fair, adequate, and reasonable, and thus in the best interests of the Class Members.

### **III. Definitions.**

For purposes of this Agreement, the following definitions shall apply:

- A. The “Action” shall refer to this lawsuit throughout its pendency and including all venues and forums during that pendency.
- B. “Agreement” means this Settlement Agreement and Release.
- C. “Class Representative” or “Named Plaintiff” means Named Plaintiff, Juan Lopez.
- D. “Class Counsel” means Luis A. Cabassa, Brandon J. Hill, and Amanda E. Heystek of the law firm Wenzel Fenton Cabassa, P.A., and Craig Marchiando, of Consumer Litigation Associates, P.C.
- E. “Defendant” means Oldcastle APG, Inc., and all affiliated companies and agents, including all shareholders, officers, directors, agents, attorneys, insurers, reinsurers, affiliates, parents, investors, successors and assigns, owners, officials, partners, assigns, principals, heirs, representatives, predecessors in interest, beneficiaries, executors, members, privies, administrators, fiduciaries, and trustees and any individual or entity which could be jointly liable with Defendant Oldcastle APG, Inc.
- F. “Class Administrator” means American Legal Claim Services, LLC.
- G. “Class Counsel Attorneys’ Fees” - Class Counsel shall

request Court approval of One Hundred Forty-Eight Thousand Seven Hundred Fifty Dollars (\$148,750.00) plus litigation expenses to be paid from Maximum Settlement Amount. This is equivalent to thirty-five percent (35%) of the Maximum Fund. The Released Parties agree not to oppose Class Counsel's request for Attorneys' Fees up to this amount. The Court approved amount shall be taken from the Maximum Settlement Fund and shall not increase the agreed-upon amount of the Maximum Settlement Fund. This is not, and shall not be construed as, a "clear sailing" provision. The Parties agree that Class Counsel's attorneys' fees were negotiated separately after the amount paid to the class had been agreed upon. Defendant will not object to this amount as unreasonable. In the event the court reduces the attorneys' fees awarded, this Agreement shall remain in full force and effect and the attorneys' fees shall be reduced to the amount determined by the court. The Parties agree that Plaintiff's attorneys' fees were discussed separately and not until after the Settlement Fund was agreed upon.

H. "Class List" means a list of all members of the Settlement Class, to be generated by Defendant and provided to the Settlement Administrator not more than twenty-one(21) days after the Court enters a Preliminary Approval Order. The Class List shall be provided in Excel format and include the following information in a separate field for each class member, to the extent available in Defendant's records: First Name, Middle Name, Last Name; Street Address 1, Street Address 2, City, State, and Zip Code, or in materially similar format that includes these data

points to the extent available in Defendant's records. Defendant shall provide the last known mailing address that it maintains in its records for each class member. Upon request of the Settlement Administrator, Defendant shall provide Dates of Birth if required to identify or locate members of the Settlement Class, and full Social Security Numbers for any member of the Settlement Class for whom the Settlement Administrator requires same for the purpose of tax reporting, each to the extent reasonably available without undue burden in Defendant's records. The Settlement Administrator shall hold the Class List at all times in confidence and not share with any third-party or Class Counsel except that the Settlement Administrator may share redacted calculations with Class Counsel.

I. "Final Approval Order" and "Judgment" means the Court's order granting final approval of this settlement and dismissing with prejudice Plaintiff's claims and entering a judgment according to the terms set forth in this Agreement.

J. "Maximum Settlement Amount" – This is a common fund class action settlement based on a nationwide putative class size totaling approximately 1,700 plus proportional increases from July 9, 2024 to preliminary approval over the Class Period. In exchange for the promises set forth in this Class Action Settlement Agreement and Release of Claims, to the extent approved by the Court, Defendant shall pay up to the total gross sum of Four Hundred Twenty-Five Thousand Dollars and No Cents (\$425,000) ("Maximum Settlement Amount"). The Maximum

Settlement Amount includes payment of Settlement Administration Expenses; Attorneys' Fees and litigation expenses; Plaintiff's General Release payment; and the Participating FCRA Class Member individual settlement payments. Each class member shall be responsible for paying any taxes due on his or her settlement. The Maximum Settlement Amount shall be "claims-paid." All Class Members that do not opt-out will receive payment.

K. "Net Settlement Amount" – The Net Settlement Amount is the amount remaining after deduction of the court-approved Settlement Administration Expenses; Attorneys' Fees and litigation expenses; and Service Award as approved by the Court calculated from the Maximum Settlement Amount.

L. "Notice Date" means the date by which the Notice of Settlement shall be sent by the Settlement Administrator to Settlement Class Members, in substantially the form attached as Exhibit B to this Agreement and/or as ultimately approved by the Court. Notice shall be delivered not more than fifteen (15) days after delivery of the Class List (which need not occur until twenty-one (21) days after entry of Preliminary Approval Order by the Court). The notice period shall run forty-five (45) calendar days from the date of the initial Notice mailing.

M. "Notice of Settlement" means the short form notice, attached hereto as Exhibit B, subject to Court approval, which the Settlement Administrator will mail, via first-class U.S. mail, to each member of the Settlement Class to explain the terms of the settlement.



Additionally, the Settlement Administrator will create and maintain a Settlement website containing the Long Form Notice, attached as Exhibit C, along with certain Court documents, including the Second Amended Complaint, the full Settlement Agreement, and the Court's Preliminary Approval Order. The Settlement Website shall be maintained until the Effective Date.

N. "Notice and Administrative Costs" - the Settlement Administrator shall be a third-party settlement administrator mutually agreed to by the Parties. Based on a review of bids from two or more administrators, the Parties have selected American Legal Claims as the administrator. Settlement Administration Expenses shall not exceed Fifteen Thousand Dollars (\$15,000.00), including mailing out compliant postcard notices to all FCRA Class Members and issuing paper settlement checks. Any settlement administrative expenses above \$15,000.00 be will paid by Class Counsel and not paid from the Maximum Settlement Amount.

O. "Objection Deadline" or "Opt-Out Deadline" means the date the Court establishes as the deadline by which members of the Settlement Class must postmark a written notice of their objections to the preliminarily approved settlement or to exclude themselves from the settlement. The Parties shall jointly request that this date be forty-five (45) calendar days after the date on which the Notice of Settlement and Release of Claims is to be mailed pursuant to this Agreement.

P. “Parties” means the Plaintiff and Defendant.

Q. “Preliminary Approval Order” means the order in substantially similar form as Exhibit A and providing for, among other things, preliminary approval of the Settlement as fair, reasonable, and adequate; preliminary certification of the Settlement Class for settlement purposes only; dissemination of the Class Notice to the Settlement Class; and finding that the proposed Class Notice is reasonably calculated to apprise the Settlement Class Members of the pendency of the Action, the material terms of the proposed Settlement, and the Settlement Class Members’ options and rights with respect thereto.

R. “Release” or “Releases” means the releases of all Released Claims against the Released Parties, as provided for in Section T of this Settlement Agreement.

S. “Released Claims” - the FCRA Class Members who do not timely opt-out shall release the Released Parties to the fullest extent permitted by law from any and all claims of any kind whatsoever, whether known or unknown, whether based on common law, regulations, statute or a constitutional provision, under state, federal, or local law, arising out of the allegations made in the operative complaint on file in the Action and that reasonably arise, or could have arisen, out of the facts alleged in the Action as to the FCRA Class Members up to and including the date of final judgment, including, but not limited to, claims arising from the procurement of a background checks, reference checks, investigations, and/or consumer reports or investigative consumer reports of any kind on

them by any of the Released Parties, and any other claims for violations of the Fair Credit Reporting Act, 15 U.S.C. § 1681b, et seq., or related federal, state, and/or local laws. Notwithstanding the foregoing, nothing in the Settlement releases any claims that cannot be released as a matter of law.

T. “Released Parties” means Defendant Oldcastle APG, Inc., and all of Defendant’s corporate affiliates, including predecessors, successors, assigns, current and former employees, shareholders, officers, directors, members, managers, subcontractors, attorneys, insurers, subsidiaries, divisions, parent companies, holding companies or affiliated corporations, partnerships, limited liability companies, holding companies or affiliated corporations, limited liability companies or other organizations, all of their customers, vendor and agents, their insurers and all persons acting by, through, under or in concert with them, including but not limited to Oldcastle Lawn & Garden, Inc., Oldcastle APG South, Inc., and Oldcastle Services, Inc.

U. “General Release Payment” is comprised of up to \$10,000.00, which Defendant does not oppose, to be paid from the Settlement Fund to the Named Plaintiff subject to Court approval, for his participation in this lawsuit, including his participation in all aspects of drafting the complaints, attending mediation, reviewing all settlement documents, and otherwise serving as Class Representative. In exchange for this amount, Plaintiff shall release the Released Parties to the fullest extent permissible under the law in exchange for the consideration

provided by this settlement for all claims arising out of his employment with Released Parties, except for such claims that cannot be released by law.

V. “Settlement Administrator” means American Legal Claim Services, LLC, 8475 Western Way, Jacksonville, FL 32256.

W. “Settlement Class” means the following:

All individuals who Defendant’s records show were subject to a background check from ADP for employment with Oldcastle Lawn & Garden, Inc. from December 29, 2021 to the date of the Preliminary Approval Order.

X. “Settlement Class Member” generally means any individual who is a member of the Settlement Class who did not timely file an exclusion request. Defendant estimates that as of July 9, 2024 there were approximately 1,700 Settlement Class Members nationwide, which the parties reasonably anticipate to grow proportionally through the date the Preliminary Approval Order is entered by the Court.

Y. “Settlement Effective Date” means the day after the first date on which all of the following have occurred: (a) all Parties, Class Counsel, and Defendant’s Counsel have executed this Agreement; (b) the Court has preliminarily approved this settlement; (c) reasonable notice has been given to members of the Settlement Classes, including providing them an opportunity file an objection to the settlement; (d) the Court has held a final approval hearing, entered a Final Approval Order and Judgment approving the settlement, awarded the Named Plaintiff any General Release payment, and awarded Class Counsel its reasonable Class Counsel Attorneys’ Fees and litigation expenses; and, (e) the last of the

following events to occur: if no appeal is filed, then the date to appeal the Final Approval Order and Judgment has expired with no appeal or any other judicial review having been taken or sought, or if an appeal is followed, the final disposition of any appeal the outcome of which is to uphold the validity of the Settlement.

Z. “Settlement Website” means the Internet site created by the Settlement Administrator pursuant to this Agreement to provide information about the Settlement.

AA. “Settling Parties” means, collectively, Defendant, the Released Parties, Named Plaintiff, and all Settlement Class Members.

#### **IV. Relief and Benefits**

A. Distribution of Settlement Fund. The proceeds of the Settlement Fund will be distributed as follows:

1. Monetary Benefits to Settlement Class. From the Net Settlement Amount, Settlement Class Members, shall each receive an equal pro rata payment, presently estimated at approximately \$147 each.

2. Service Award to Class Representative. Plaintiff’s Counsel may petition the Court for a \$10,000.00 service award for Plaintiff as consideration for his efforts on behalf of the Settlement Class. If approved by the Court, the Service Award will be paid to Plaintiff by the Settlement Administrator at the same time as the Settlement Payments are issued to Settlement Class Members.

3. Attorneys’ Fees and Costs. Class Counsel shall request Court approval of One Hundred Forty-Eight Thousand Seven Hundred Fifty Dollars (\$148,750.00) as fees plus reasonable litigation expenses to be paid from Maximum Settlement Amount. Defendant does not

oppose Class Counsel's request for Attorneys' Fees. The Court-approved amount shall be taken from the Maximum Settlement Fund and shall not increase the agreed-upon amount of the Maximum Settlement Fund. The Parties agree that Class Counsel's attorneys' fees were negotiated separately after the amount paid to the class had been agreed upon. In the event the Court reduces the attorneys' fees awarded, this Agreement shall remain in full force and effect and the attorneys' fees shall be reduced to the amount determined by the court, with any excess funds returned to Defendant.

4. Settlement Class Members' Distribution. The Settlement Fund will be distributed in the form of a check for the pro rata payment to each member of the Settlement Class described in Paragraph 1.

5. Taxes. The Parties agree the payments to each Settlement Class Member are not wages, each Settlement Class Member will be solely responsible for correctly characterizing this payment for tax purposes and for paying any taxes owed on this payment, and the Settlement Administrator on Defendant's behalf will issue to each Settlement Class Member an IRS Form 1099 for this payment to the extent required by law. The Parties also agree that the approved Service Award to Plaintiff is not wages, Plaintiff will be solely responsible for correctly characterizing this payment for tax purposes and for paying any taxes owed on this payment, and the Settlement Administrator on Defendant's behalf will issue to Plaintiff an IRS Form 1099 for this payment. Settlement Payments shall be deemed statutory damages under the FCRA for tax purposes.

6. Payment of Settlement Fund. As soon as practicable after the Settlement Effective Date, but in no event later than fourteen (14) days after that Date, Defendant will pay, or cause to be paid, by wire transfer, to the Settlement Administrator, the Class Settlement Fund, from which the costs of administration, and the Service Award shall first be deducted and paid.

Following those deductions, the Settlement Administrator shall distribute checks to each to each Settlement Class Member as set forth herein.

7. Service Payment to Plaintiff and Payments to Settlement Class Members.

All payments to Settlement Class Members will be mailed by the Settlement Administrator by check and delivered by first-class U.S. mail, postmarked within fifteen (15) days of the Settlement Administrator's receipt of the Class Settlement Fund as set forth above. The Settlement Administrator will include with each check an Internal Revenue Service (IRS) Form 1099 for Plaintiff and any Settlement Class Member for whom a form is required. All checks not cashed within 180 days of payment shall be void. Uncashed checks will be paid to the cy pres, Bay Area Legal Services, Inc. and a charity chosen by Defendant, in equal amounts, at the Defendant's election and subject to approval by the Court. Any failure of a Class Member to deposit a check shall not affect the enforceability of the release of all released claims, as the Parties jointly agree that valid consideration for same is the offer of monetary consideration by means of the offer of settlement and mailing of settlement checks. If any such payment is returned by the U.S. Postal Service as undeliverable, or is un-cashed or not negotiated before it expires, neither Defendant nor the Settlement Administrator nor Class Counsel shall have any further obligations to Plaintiff or any Settlement Class Member, except that:

a. for any check returned by the U.S. Postal Service before the check's expiration date with a forwarding address, the Settlement Administrator will mail the check to the forwarding address. If no such forwarding address is available, the Settlement Administrator shall use commercially reasonable means to locate an updated address;

b. if Plaintiff or a Settlement Class Member contacts the Settlement Administrator or Class Counsel to request a replacement check, the Settlement Administrator will

comply with that request by cancelling the initial check and issuing a replacement check, but the replacement check shall expire on the same date as the original check; and

c. the Parties agree that all Settlement Class Members waive and abandon any ownership interest in any undeliverable, returned, un-cashed, or non-negotiated checks and further agree that no obligation has been generated or proven with respect to such undeliverable, returned, un-cashed, or non-negotiated checks.

## **V. RELEASE OF CLAIMS.**

A. Releases and Waivers of Claims by the Settlement Classes. On the Settlement Effective Date, for the Settlement Classes' benefits and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all Settlement Class Members who have not filed a timely exclusion request to exclude themselves from the Settlement, and each of their respective spouses, heirs, executors, trustees, guardians, wards, administrators, representatives, agents, attorneys (except for Plaintiff's law firms), partners, successors, predecessors and assigns, and all those acting or purporting to act on their behalf, fully and forever release, waive, acquit, and discharge the Released Parties from any and all claims and claims for damages and attorneys fees or costs of any kind that the Settlement Class has or may have arising out of or relating directly or indirectly in any manner whatsoever to the facts alleged or which could have been alleged or asserted in the Action, including claims arising under 15 U.S.C. §§ 1681b(b)(2)(A), and all claims arising out of or related to their background check or background check process with Defendant, claims under the Fair Credit Reporting Act and any other state or local law pertaining to background screening, as well as the ability to bring class action, mass action, representative or other similar joint or collective claims against the Released Parties under those laws.

B. Named Plaintiff's General Release and Waiver of Claims. On the Settlement



Effective Date, Plaintiff, on behalf of himself, agents, insurers, representatives, attorneys, assignees, heirs, executors, vendors, and administrators, will release and forever discharge Defendant and the Released Parties, to the fullest extent permitted by law, from any and all claims Plaintiff has by reason of any cause, matter or thing whatsoever, known or unknown from the beginning of the world to the date on which the final Settlement Agreement is executed, including both known and unknown and suspected and unsuspected claims and causes of action in addition to or different from those which he now knows or believes to be true with respect to the allegations and subject matters in the Action and including but not limited to any claims relating to his employment with, separation from, or failure to be employed by, Defendant or the Released Parties, including Oldcastle Lawn & Garden, Inc.. Plaintiff also agrees and represents that: (1) Plaintiff has no other pending claims or disputes with the Released Parties; (2) there is no admission of liability by the Released Parties; (3) Plaintiff agrees not to solicit additional claims against the Released Parties; (4) Plaintiff agrees he is not owed any compensation or leave by the Released Parties; (5) Plaintiff agrees not to disparage the Released Parties; and (5) Plaintiff agrees that he will not apply for reemployment or contract engagement with the Released Parties and agrees that he will not be re-hired by the Released Parties (and that they may refuse any application for employment or contract engagement he may make based on this provision); and (6) Plaintiff releases all interests he may have in bringing class, collective, or mass action claims other than his interest in representing the Settlement Class Members (as applicable) for purposes of this Settlement. In exchange for this general release, which does not apply to the Settlement Class Members, Defendant agrees to pay Plaintiff an additional \$10,000.00, as set forth above.

## **VI. NO ADMISSION OF LIABILITY**

A. No Admission. Defendant has asserted and continues to assert many defenses in this litigation and have expressly denied and continue to deny any fault, wrongdoing or liability

whatsoever arising out of the conduct alleged in the Action. This Settlement constitutes a compromise settlement of disputed claims and shall not be deemed or construed to be an admission or acknowledgment of liability on any allegations or claim asserted in the Action. Any stipulations or statements by Defendant in this Settlement Agreement are made for settlement purposes only. Nor is anything in this Agreement intended to, nor operates as, an admission of liability on behalf of any of the Released Parties, including but not limited to Oldcastle Lawn & Garden, Inc.

## **VII. NOTICE, OPT OUT, OBJECTIONS, AND SETTLEMENT APPROVAL**

A. Notice to Settlement Class. As soon as practicable, but not more than fifteen (15) days after delivery of the Class List by Defendant (which, in turn, must occur within twenty-one (21) days after the Court has issued the Preliminary Approval Order, the Settlement Administrator will send the approved Notice of Settlement short form notice, attached as Exhibit B, to all members of the Settlement Class via first-class U.S. Mail. The Notice shall be mailed to each member of the Settlement Class Members' last known mailing address, as updated by the Settlement Administrator using the U.S. Postal Service's database of verifiable mailing addresses (the CASS database) and the National Change-of-Address database, and any other commercially reasonable means to obtain valid addresses. The Notice shall bear the Settlement Administrator's mailing address as the return-mail address, and shall include a reference to the Internet site containing the Long-Form Notice, which is attached as Exhibit C.

B. Notices Returned as Undeliverable. For all Notice of Settlements returned without forwarding addresses, the Settlement Administrator will use commercially reasonable means to update members of the Settlement Class Members' address and will re-mail the Notice of Settlement to those class members of the Settlement Class who can be located.

C. Claims Paid. Settlement Class Members do not need to submit a claim in order to receive their pro rata check of the Net Settlement Amount. All Class Members who do not timely opt-out will receive their check.

D. Objections. Any Settlement Class Member who wishes to object to the Settlement must file a timely written statement of objection with the Clerk of Court, and mail a copy of that objection with the requisite postmark to Class Counsel and Defense Counsel no later than the Objections Deadline. The Notice of Objection must state the case name and number; the basis for and an explanation of the objection; the name, address, telephone number, and email address of the Settlement Class Member making the objection; and a statement of whether the Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel. Any Settlement Class Member who fails to object in the manner prescribed shall be deemed to have waived and shall be foreclosed forever from raising any objections to the settlement.

E. Right to Opt Out. All members of the Settlement Class will have the right to be excluded from (i.e., to “opt out” of) the Settlement Class. On or before the Opt-Out Deadline established by the Court, each Settlement Class Member who elects to opt out of the settlement must send, by first-class U.S. mail, written notice addressed to the Settlement Administrator indicating his or her name and address and stating that he or she desires to opt-out of the settlement or otherwise does not want to participate in the settlement. Any member of the Settlement Class who does not timely (as measured by the postmark on that individual’s written notice) opt out of the settlement by written notice correctly directed to the Settlement Administrator and containing the requisite information shall become a Settlement Class Member and shall be bound by any Orders of the Court, the Judgment, and the Settlement, including the Release.

F. Preliminary Settlement Approval. As soon as practicable after the Parties execute this Agreement, the Parties will present this Agreement to the Court for preliminary settlement

approval and will request by filing a Joint Motion that the Court enter an order preliminarily approving the settlement in substantially the same form as attached Exhibit A.

### **VIII. HEARING ON THE PROPOSED SETTLEMENT**

A. On the date set by the Court for the Fairness Hearing, Plaintiff and Defendant shall jointly request the Court to review any petitions to intervene or objections to the Agreement which have been timely filed and to conduct such other proceedings (including the taking of testimony, receipt of legal memoranda and hearing of arguments from the parties or others properly present at the Fairness Hearing) as the Court may deem appropriate under the circumstances.

B. At the Fairness Hearing, Plaintiff and Defendant shall jointly request the Court to enter an order and final judgment and decree which, among other things:

1. Approves, without material alteration, the proposed settlement, pursuant to the terms of this Agreement;
2. Finds that the terms of this Agreement are fair, reasonable and adequate to the Settlement Class;
3. Provides that each member of the Settlement Class who did not timely exclude himself or herself shall be bound by this Agreement;
4. Finds that the mailing of the Notice of Settlement in the form attached as Exhibits B and C and the other means of notice required by this Agreement satisfy the requirements of a class action and the requirements of due process;
5. Approves the amount of attorneys' fees and costs to be paid to Class Counsel and the Service Award to Plaintiff; and,
6. Dismisses all claims made in this case on the merits and with prejudice.

### **IX. MISCELLANEOUS PROVISIONS.**

A. No Public Comment. The Parties agree that Class Counsel will not issue or cause to be issued any press releases or media statements or their equivalent and will not conduct or participate in any press conferences about the settlement.

B. Communications with Settlement Class Members. The Parties agree that Class Counsel may communicate directly with members of the Settlement Classes to answer questions, as needed. The Parties also agree that Defendant may communicate with Settlement Class Members who are also customers, employees, or prospective employees, in the ordinary course of business. Nothing contained in this Paragraph impacts or otherwise is intended to effect the Settlement Administrator's responsibility to maintain the Class List as Confidential.

C. Authority. The signatories below represent they are fully authorized to enter into this Agreement and to bind the Parties and the Settlement Class Members.

D. Best Reasonable Efforts and Mutual Full Cooperation. The Parties agree to fully cooperate with one other to accomplish the terms of this Agreement, including but not limited to, executing such documents and taking such other actions as may be reasonably necessary to implement the terms of this settlement. The Parties to this Agreement will use their best reasonable efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary or ordered by the Court, or otherwise, to effectuate this Agreement and the terms set forth in it and to ensure that checks are mailed to Settlement Class Members in a timely manner. As soon as practicable after execution of this Agreement, Class Counsel will, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's final approval of the Parties' settlement. Class Counsel agree and represent that they are not aware of any other of their clients with background check related claims against the Released Parties that are not Settlement Class Members in this case. Because Class Counsel will necessarily present the settlement to the Court as fair and reasonable, Class Counsel shall take no action inconsistent with

so presenting the settlement, including representing any party with interests adverse to preliminary or final approval of the settlement. The Parties agree to make reasonable, good faith efforts to implement these terms in a final settlement agreement, obtain final approval of such agreement, and abide by all terms of the agreement. Furthermore, Defendant agrees not to encourage any opt outs from the settlement.

E. Binding. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

F. No Prior Assignments. The Parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or that are rights released or discharged in this settlement except as set forth in this Agreement.

G. Standing. For settlement purposes only, Defendant and Released Parties agree Plaintiff and the Class Members have sufficient standing to pursue these claims under both state and federal law. The Parties agree and represent that per Paragraph O, below, if Final Approval is not granted, Defendant and the Released Parties preserve and retain all defenses including as to standing.

H. Construction. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, arm's-length negotiations between the Parties and that this Agreement will not be construed in favor of or against any Party by reason of the extent to which any Party or the Party's counsel participated in the drafting of this Agreement.

I. Construction of Captions and Interpretations. Paragraph titles, captions, or headings in this Agreement are inserted as a matter of convenience and for reference and in no way define,

limit, extend, or describe the scope of this Agreement or any provision in it. Each term of this Agreement is contractual and is not merely a recital.

J. Notices. Unless otherwise specifically provided in this Agreement, should any notices, demands or other communications be required after entry of the Court's Final Approval Order and Judgment, they will be in writing and will be deemed to have been duly given as of the third calendar day after mailing by U.S. registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff:

Luis A. Cabassa, Esq.  
[lcabassa@wfclaw.com](mailto:lcabassa@wfclaw.com)  
Brandon J. Hill, Esq.  
[bhill@wfclaw.com](mailto:bhill@wfclaw.com)  
Wenzel, Fenton, Cabassa, P.A.  
1110 N. Florida Ave., Suite 300  
Tampa, Florida 33602-3300  
Telephone: 813.224.0431

*Attorneys for Plaintiff  
and the Settlement Class*

To Defendant:

Nancy A. Johnson  
[najohnson@littler.com](mailto:najohnson@littler.com)  
Littler Mendelson, P.C.  
111 N. Orange Avenue, Suite 1750  
Orlando, Florida 32801-2366  
Telephone: (407) 393-2900  
Facsimile: (407) 393-2929

*Attorneys for Defendant*

K. Communication. Any communication made in connection with this Agreement shall be deemed to have been served when sent by overnight delivery or registered or certified first-class U.S. mail, postage prepaid, or when delivered in person at the addresses designed above.

L. Class Signatories. The Parties agree that because the members of the Settlement Class are so numerous (approximately 1,700 total), it is impossible and impracticable to have each Settlement Class Member execute this Agreement. Therefore, the Notice will advise all Class Members of the binding nature of the release and will have the same force and effect as if executed by each Class Member.

M. Choice of Law. This Agreement shall, in all respects, be interpreted, construed and governed by the laws of the State of Florida without regard to application of the choice of law rules of any jurisdiction.

N. Counterparts. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart will be deemed an original, and, when taken together with other signed counterparts, will constitute one Agreement, which will be binding upon and effective as to all Parties, subject to the Court's approval.

O. If Settlement Not Approved. If any court disapproves or sets aside the Parties' Settlement or this Agreement or any material part of either for any reason or refuses to enter or give effect to the Final Approval Order, or holds that any terms of the Settlement or this Agreement or any of the attached exhibits should be modified in any material way, then the Parties may either jointly agree to accept the Settlement or this Agreement as judicially modified or, if they do not agree, either Party may appeal that ruling to the extent possible, or, in the alternative, terminate the Agreement. If the Agreement is terminated pursuant to this provision, or if an appeal is filed and if the Settlement, this Agreement, or the Final Approval Order or its equivalent in all material respects are not in effect after the termination of all proceedings arising out of that appeal, then unless the Parties jointly agree otherwise, this Agreement shall become null and void, the Parties will return to the status quo ante, the Settlement Fund amount shall be returned to Defendant, and the Parties will jointly request that the Action proceed, or at Defendant's request, they will meet and confer and establish a means by which Defendant will be able to remove the lawsuit to federal court or that otherwise the lawsuit will be re-filed in federal court so as to fully effectuate the Parties' joint intent that the Parties be returned to status quo ante in the event that a settlement is not fully and finally approved.

P. Blow Up Clause. Defendant may (but is not required to) withdraw from the settlement if more than five percent (5%) of the Settlement Class (approximately 85 class members) opt out.

Q. Enforceability. If the Court fails to approve the settlement, the Parties shall work



together in a cooperative fashion, and make a good faith effort to address any concerns raised by the Court so the settlement can be re-submitted for approval. If ultimately not approved by the Court after such good-faith efforts, the Settlement Agreement is null and void and is not admissible in any other proceeding or action.

R. Drafting Settlement Documents and Seeking Court Approval. Plaintiff will provide a draft Final Approval motion and any related documents to Defendant at least 14 days before the date of filing of such motion for review and reasonable approval. The Parties will meet and confer regarding any other filing the Court may require to support the Preliminary Approval Order and Final Approval Order and provide reasonable time for the Parties to review before any such filing, under the circumstances as appropriate.

S. Execution in Counterparts – This Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

T. Communication by Counsel – Plaintiff's counsel agrees that they will not solicit Class Members to participate in this settlement, and further agrees that they will not initiate contact with the Class Members during the settlement approval process.

U. No Media: No public comment, communications to media, or any form of advertising or public announcement (including social media) regarding the case shall be made by Plaintiff or Class Counsel at any time.

V. Integration – Each party warrants that no promise or inducement has been offered or made to that party except as set forth herein. It is understood and agreed by each party that this agreement specifically supersedes any and all prior agreements and understandings, written or oral,

express or implied, between Defendant, Counsel for Defendant, Plaintiff, Counsel for Plaintiff, Class Counsel and/or any Settlement Class Member.

W. Class Size Material Term - The Parties agree that the class size is a material term and, should the class size increase by more than 5% over the already anticipated proportional increase in Settlement Class Members from July 9, 2024 to the date of the Preliminary Approval Order class members, additional settlement negotiations may be warranted.


X. Authority to Sign – The signatories hereto represent and warrant that they have the authority to sign on behalf of their designated parties.

**X. EXHIBITS**

- A. Proposed Order Granting Joint Motion for Preliminary Approval.
- B. Short Form Notice.
- C. Long Form Notice.

**XI. EXECUTION**

The undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on that date upon which it has been executed by all the undersigned.

  
\_\_\_\_\_  
Juan Lopez  
Plaintiff and Class Representative

10 / 14 / 2024  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Oldcastle APG, Inc.  
Defendant

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Its: \_\_\_\_\_

**XI. EXECUTION**

The undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on that date upon which it has been executed by all the undersigned.

\_\_\_\_\_  
Juan Lopez  
Plaintiff and Class Representative

\_\_\_\_\_  
Date



October 23, 2024

\_\_\_\_\_  
Oldcastle APG, Inc.  
Defendant

\_\_\_\_\_  
Date

By: Heather E. Harper

Its: Deputy General Counsel

**EXHIBIT A to  
Settlement Agreement  
(Proposed Order)**

**THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT  
IN AND FOR GLADES COUNTY, FLORIDA  
CIVIL DIVISION**

**JUAN LOPEZ,**

**Plaintiff,**

v.

**OLDCASTLE APG, INC.,**

**Defendant.**

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**CASE NO.:**

**DIVISION:**

**[PROPOSED] ORDER OF PRELIMINARY APPROVAL**

The Plaintiff's unopposed motion for preliminary approval of the proposed settlement agreement in this action; conditional certification of a class solely for settlement purposes; appointment of plaintiff's counsel as class counsel; appointment of plaintiff as class representative; approval of the proposed notice of the settlement and notice procedures; scheduling of a fairness hearing; and approval of deadlines and procedures for opting out, objecting, and filing a motion for an award of attorneys' fees, expenses, and an general release payment is **GRANTED**.

**I. Preliminary Approval of the Settlement**

A. The settlement memorialized in the Settlement Agreement is preliminarily approved. For purposes of preliminary approval, the Court finds the proposed settlement fair, reasonable, and adequate.

B. The proposed settlement is within the range for possible final settlement approval, and the proposed notice to the class is adequate.

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

## **II. Conditional Certification of the Proposed Rule 1.220 Settlement Class**

E. For settlement purposes only, the Settlement Class consists of:

Settlement Class:

All individuals who Defendant's records show were subject to a background check from ADP for employment with Oldcastle Lawn & Garden, Inc. from December 29, 2021 to the date of the Preliminary Approval Order..

F. 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. The identities of the members of the Settlement Class can be ascertained from records available to Defendant.

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

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

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

J. 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, Brandon J. Hill, and Amanda E. Heystek of Wenzel Fenton Cabassa, P.A., and Craig Marchiando of Consumer Litigation Associates have extensive experience litigating FCRA class action lawsuits like this, and are capable of adequately representing the Settlement Class Members' interests in this action.

K. 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.

L. For settlement purposes only, Plaintiff and the Class Members have sufficient standing.

### **III. Appointment of Class Counsel and Class Representative**

M. Luis A. Cabassa, Brandon J. Hill, and Amanda E. Heystek of Wenzel Fenton Cabassa, P.A., and Craig Marchiando, of Consumer Litigation Associates, P.C., are appointed as Class Counsel for the Settlement Classes.

N. 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.

O. Juan Lopez is appointed as Class Representative.

### **IV. Notice**

O. The proposed short form Notice of Settlement, which is attached as Exhibit B to the Settlement Agreement, is approved and must be sent via U.S. mail to the members of the Settlement Class. The Question and Answer Notice (long form notice) that will be posted on the settlement website, which is attached as Exhibit C to the Settlement Agreement, is also approved. Further, the notice procedures set forth in the Settlement Agreement are approved.

P. The content of the Notice complies with due process and Rule 1.220(d)(2), and is the best notice practicable under the circumstances such that it meets all requirements of due process.

Q. The Court further orders that:

1. **Notice.** No later than twenty-one (21) days after entry of this Order (the



“Notice Date”), the Defendant must provide the Class List to the Settlement Administrator. Next, within fifteen (15) days of receipt of the Class List the Settlement Administrator must, in turn, mail the Notice and establish the Settlement Website, including the Question and Answer Notice, in accordance with the Settlement Agreement.

2. **Motion for Final Approval, Attorneys’ Fees and Costs.** No later than 14 calendar days before the Final Fairness Hearing, Plaintiff is directed to file his Motion For Final Approval which shall also include the requested Plaintiff’s attorneys’ fees and costs.

3. **Objections.** The deadline for filing and serving objections to the Settlement shall be forty-five days after the Notice Date. Settlement Class Members who do not file an objection that meets all of the requirements set forth below and in the Settlement Agreement waive any objection to the Settlement. Objections must be filed with the Court, served on Class Counsel and Defendant’s Counsel (at the addresses listed below), reference this lawsuit and:

- (i) state the objector’s full name, current address, and telephone number;
- (ii) contain the objector’s original signature;
- (iii) state that the objector objects to the Settlement, in whole or in part;
- (iv) state the legal and factual basis for the objection;
- (v) attach copies of any documents that the objector wants the Court to consider in support of the objection;
- (vi) identify by name, address, and bar number any attorney who represents the objector with respect to the objection or who assisted or advised the objector in any way with respect to the objection;
- (vii) list by case name and civil action number all class action settlements to which the objector (or any attorney that meets the description of subsection vi immediately above) have objected within the last five years; and send each to the following:
  - Clerk of Court - Clerk of the Court, Circuit Court of the Twentieth Judicial Circuit, in and for Glades County, Florida, 500 Avenue J, Suite 102, Morre Haven, Florida 33471, File: *Juan Lopez, on behalf of herself and on behalf of all others similarly situated, v. Oldcastle APG, Inc.*, Case No.: 23-CA-213;
  - Class Counsel - Brandon J. Hill, Luis A. Cabassa, and Amanda e. Heystek Wenzel Fenton Cabassa, P.A., 1110 N. Florida Ave., Suite 300 Tampa, FL 33602; and Craig Marchiando, Consumer Litigation Associates, P.C., 763 J. Clyde Morris Blvd., Suite 1-A, Newport News, VA 23601;

- Defendant's Counsel – Nancy A. Johnson, Esq., Little Mendelson, P.C.  
111 N. Orange Avenue, Suite 1750, Orlando, Florida 32801-2366.

4. **Fairness Hearing**. The final Fairness Hearing is scheduled for [DATE], at [TIME] at the Circuit Court of the Twentieth Judicial Circuit, in and for Glades County, Florida, 500 Avenue J, Moore Haven, Florida 33471, in Courtroom [ ] before Judge [ ].  
SO ORDERED, this \_\_\_\_ day of \_\_\_\_\_, 2024.

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**CIRCUIT COURT JUDGE**

Copies furnished to all counsel of record

**EXHIBIT B to  
Settlement Agreement  
(short form notice)**

**COURT-ORDERED  
NOTICE**

**Lopez v. Oldcastle APG.**

c/o Settlement Administrator  
PO Box 23680  
Jacksonville, FL 32241-3680

PRST-STD  
U.S. POSTAGE  
PAID

***Juan Lopez v. Oldcastle APG, Inc.***

A settlement has been reached in a class action lawsuit against Oldcastle APG, Inc. ("Defendant") for alleged violations of the Fair Credit Reporting Act ("FCRA"). Named Plaintiff Juan Lopez claims that Defendant's Background Check forms allegedly contained extraneous information that violated the FCRA.

Defendant denies that it violated any law or regulation, and has affirmatively asserted that its Background Check forms complied with applicable law, but has agreed to the settlement to avoid the uncertainties and expenses of continuing the case. There are approximately 1,700 class members all of whom are eligible to receive a check for approximately \$147. More information on the settlement is available on the back, and at the following website:

www.[website name].com

«fname» «lname»

«addrline1» «addrline2»

«addrline3»

«addrcity» «addrstate» «addrzip»

«country»

**Am I a Class Member?** Company records indicate you are a member of the class. The class of which you are a member is defined as follows: "All individuals who Defendant's records show were subject to a background check from ADP for employment with Oldcastle Lawn & Garden, Inc. from December 29, 2021 to the date of the Preliminary Approval Order"

**What Do I Need to Do to Receive a Payment?** You do not need to do anything to receive your payment.

**What Are the Key Settlement Terms?** This is a common fund class action settlement based on a putative class size totaling 1,700 over a two-year period. In exchange for the promises set forth in the Class Action Settlement Agreement, Defendant shall pay up to the total gross sum of Four Hundred Twenty-Five Thousand Dollars and No Cents (\$425,000) ("Maximum Settlement Amount"). The Maximum Settlement Amount includes payment of Settlement Administration Expenses; Attorneys' Fees; Plaintiff's general release payment; and the Participating FCRA Class Member individual settlement payments. Plaintiff shall request Court approval of a general release payment for the Named Plaintiff from the Maximum Settlement Amount in the amount of up to Five Thousand Dollars (\$10,000.00). Settlement Administration Expenses shall not exceed Fifteen Thousand Dollars (\$15,000.00) and will be paid from the common fund. Class Counsel shall request Court approval of One Hundred Forty-Eight Thousand Seven Hundred Fifty Dollars (\$148,750.00) paid from Maximum Settlement Amount as attorneys' fees.

**When Will the Court Consider the Proposed Settlement?** The Court will hold the Final Approval hearing at [ ] a.m./p.m. on [ ] Circuit Court of the Twentieth Judicial Circuit, in and for Glades County, Florida, 500 Avenue J #101, Moore Haven, Florida 33471, , in Courtroom #[ ]. The hearing may also be held via Zoom or by phone without further notice due to the ongoing pandemic.

**Opting out or objecting.**

If you want to opt-out from the settlement, send a letter asking to be excluded from the settlement to the Claims Administrator on or before [ ]. Any Settlement Class Member who wishes to object to the Settlement must file a timely written statement of objection with the Clerk of Court, and mail a copy of that objection with the requisite postmark to Class Counsel and Defense Counsel, no later than the Objection Deadline of [ ]. You cannot object if you opt out.

**Who Represents Me?** The Court appointed lawyers Luis A. Cabassa, Brandon J. Hill, and Amanda E. Heystek from Wenzel Fenton Cabassa, P.A. and Craig Marchiando of Consumer Litigation Associates, P.C. as Class Counsel, whose telephone number is (813) 224-0431. You may also hire and pay for a lawyer at your expense.

**How Do I Get More Information?** For more information, contact the settlement administrator at [NUMBER HERE] or via e-mail at [EMAIL ADDRESS], or visit the following website [long-form website here].

fol  
d

476 - «noticeid»  
«fname» «lname»

Your Personal Notice ID: «noticeid»



PLACE  
STAMP  
HERE

fol  
d

**Juan Lopez v. Oldcastle APG, Inc.  
Solutions (USA), Inc.  
PO BOX [ ]**



**EXHIBIT C**  
**(long form notice)**

**THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT  
IN AND FOR GLADES COUNTY, FLORIDA  
CIVIL DIVISION**

**JUAN LOPEZ,**

**Plaintiff,**

v.

**OLDCASTLE APG, INC.,**

**Defendant.**

---

**CASE NO.: 23-CA-213**

**DIVISION:**

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING**

**A court authorized this Notice. This is not a solicitation from a lawyer.**

This notice relates to a proposed settlement in a class action lawsuit which alleges that Defendant Oldcastle APG, Inc., violated the Fair Credit Reporting Act (“FCRA”). Plaintiff Juan Lopez (“Plaintiff”) alleged that Defendant violated the FCRA by inserting extraneous information into forms authorizing the procurement and use of consumer report information in background checks for employment purposes, and by obtaining consumer reports without the proper authorization. Defendant denies that it violated the law in any way whatsoever. The two sides disagree as to whether Defendant’s conduct was permitted under the FCRA, whether Defendant would be liable under the FCRA with respect to that conduct and, if so, the extent of any such liability. The parties have, however, agreed to resolve the lawsuit through a Court-supervised settlement.

- Membership in the settlement class will be determined based upon Defendant’s records.
- You are receiving this notice because Defendant’s records indicate that you are a Class Member, so you are eligible to participate in this class action settlement.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>How to Get Paid from the Settlement:</b>	You do not need to do anything to receive your payment. Upon final approval of the settlement you will be mailed a check for approximately \$147.
<b>What happens if you do nothing:</b>	If the Court approves the settlement and you do nothing, you will be mailed a check for approximately \$147 and you will be releasing your claims. The Full Release and Released Parties are available on the Settlement Website, <b>[WEB ADDRESS]</b>
<b>How to ask that you be excluded:</b>	You have the right to exclude yourself from the settlement completely (“opt out”). You can opt out by following the instructions on the

	Settlement website. You will not receive any monetary payments from the Settlement. You will not have any right to object, but you will not be bound by the terms of this Settlement and will retain your right to file your own lawsuit. The opt out deadline is _____, 2024.
<b>Object by [DATE]:</b>	You may write to the Court about why you don't like the settlement. You cannot object if you opt out.
<b>Go to a Hearing on DATE</b>	Ask to speak in Court about the fairness of the settlement.

- Your rights and options—and the deadlines to exercise them—are explained in this Notice; The Court still has to decide whether to approve this settlement, which may take some time.

## Basic Information

### 1. Why did I get this notice?

This notice has been sent for the benefit of potential members of the following Settlement Class:

All individuals who Defendant's records show were subject to a background check from ADP for employment with Oldcastle Lawn & Garden, Inc. from December 29, 2021 to the date of the Preliminary Approval Order..

Composition of the Settlement Class is based upon records available to Defendant. This Notice has been sent because members of the Settlement Class have a right to know about a proposed settlement of a class action lawsuit in which they are class members, and about all of their options, before the Court decides whether to approve the settlement. If the Court approves the settlement, and after objections or appeals relating to that settlement are resolved, the benefits provided for by the settlement will be available to members of the Settlement Class.

This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. A full copy of the Settlement Agreement is available to Class Members on a website created by the settlement administrator, available at [www.\\_\\_\\_\\_\\_.com](http://www._____.com).

### 2. What is the lawsuit about?

Plaintiff alleges that Defendant's Background Check Form, and Defendant's alleged procurement of consumer reports on the basis of that form, violate the Fair Credit Reporting Act ("FCRA"). Based on this allegation, Plaintiff seeks statutory damages. Defendant disputes Plaintiff's allegations and deny all liability to Plaintiff and the Settlement Class. In the lawsuit, Defendant has denied Plaintiff's allegations and has raised a number of defenses to the claims asserted. No court has found Defendant violated the law in any way. No Court has found that the Plaintiff could recover any certain amount in this litigation. Although the Court has authorized Notice to be given of the proposed Settlement, this Notice does not express the opinion of the Court on the merits of



the claims or defenses asserted by either side in the lawsuit.

### **3. Why is this case a class action?**

Class actions are lawsuits in which the claims and rights of many people are decided in a single proceeding. In a class action, Representative Plaintiff (“Class Representatives”) seeks to assert claims on behalf of all members of a class or Class of similarly situated people. In a class action, people with similar claims are treated alike. The court is guardian of the class’s interests and supervises the prosecution of the class claims by Counsel for the Settlement Class to assure that the representation is adequate. Class members are not individually responsible for the costs or fees of counsel, which are subject to court award.

### **4. Why is there a settlement?**

The Court did not decide this case in favor of the Class Representative or in favor of Defendant. Instead, Counsel for the Settlement Class investigated the facts and applicable law regarding the Class Representative’s claims and Defendant’s defenses. The parties engaged in lengthy and arm’s-length negotiations to reach this settlement. The Class Representative and Counsel for the Settlement Class believe that the proposed settlement is fair, reasonable, and adequate and in the best interests of the class.

Both sides agree that, by settling, Defendant is not admitting any liability. Both sides want to avoid the uncertainties and expense of further litigation.

### **5. How do I know if I am part of the settlement?**

If you received a postcard notice, records available to Defendant indicate you are a member of the Settlement Class. If you are not certain as to whether you are a member of the Settlement Class, you may contact the Claims Administrator to find out. In all cases, the question of class membership will be determined based on records reasonably available to Defendant.

## **The Settlement Benefits—What You Get**

### **6. What does the settlement provide?**

If you do not opt out, you will be mailed a check for approximately \$147

### **7. When would I get my benefit?**

The Court will hold the Final Approval hearing at [ ] a.m./p.m. on [ ] Circuit Court of the Twentieth Judicial Circuit, in and for Glades County, Florida, 500 Avenue J #101, Moore Haven, Florida 33471, , in Courtroom #[ ]. The hearing may also be held via Zoom or by phone without further notice. Payments to members of the Settlement Class will be made only if the settlement is finally approved and all appeals are resolved. This may take some time, so please be patient.

## 8. What am I giving up to get a benefit or stay in the class?

Upon the Court's approval of the settlement, all members of the Settlement Class who do not exclude themselves (as well as spouses, heirs, and others who may possess rights on their behalf) will fully release Defendant (and its affiliates, subsidiaries, employees, and others who may be subject to claims with respect to Defendant as specified in the Settlement Agreement) for all Fair Credit Reporting Act claims, including claims for statutory damages and actual damages, arising out of or relating directly or indirectly in any manner whatsoever to the facts alleged or which could have been alleged or asserted in this case against a current, prospective, or former employer, including but not limited to any and all claims under the Fair Credit Reporting Act. This release may affect your rights, and may carry obligations, in the future. If the Court approves the settlement and you do nothing, you will be releasing your claims under the Fair Credit Reporting Act against Defendant and you will receive your share of a class action settlement. The Full Release and Released Parties are available on the Settlement Website, [WEB ADDRESS]

## 9. How do I get out of the Settlement?

If you choose to be excluded from the Settlement, you will not be bound by any judgment or other final disposition of the lawsuit. You will retain any claims against Defendant you might have. To request exclusion, you must state in writing your desire to be excluded from the Settlement Class. **Your request for exclusion must be sent by first class mail, postmarked on or before [ date ] 45 days after the postmark on this Notice**, addressed to:

*Lopez v. Oldcastle APG, Inc.*  
Claims Administrator  
c/o American Legal Claim Services, LLC  
[ ]  
Jacksonville, FL 32256

**If the request is not postmarked on or before [date] 45 days after the postmark on this Notice, your request for exclusion will be invalid**, and you will be bound by the terms of the settlement approved by the Court, including without limitation, the judgment ultimately rendered in the case, and you will be barred from bringing any claims which arise out of or relate in any way to the claims in the case as specified in the Release referenced above.

## 10. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant for the Fair Credit Reporting Act claims that this settlement resolves against Defendant.

## 11. If I exclude myself, can I get benefits from this settlement?

No. If you exclude yourself, you are not part of the settlement.

## The Lawyers Representing You

### 12. Do I have a lawyer in this case?

The Court has appointed Juan Lopez as Class Representative. The Court has appointed Wenzel Fenton Cabassa, P.A. as Counsel for the Settlement Class:

Luis A. Cabassa, Esq.  
Brandon J. Hill, Esq.  
Amanda E. Heystek, Esq.  
WENZEL FENTON CABASSA, P.A.  
1110 North Florida Ave., Suite 300  
Tampa, Florida 33602

Counsel for the Settlement Class represent the interests of the Settlement Class. You may hire your own attorney to advise you, but if you hire your own attorney, you will be responsible for paying that attorney's fees.

### 13. How will the lawyers be paid? What about the Class Representative? Administrator?

Class Counsel shall request Court approval of One Hundred Forty-Eight Thousand Seven Hundred Fifty Dollars (\$148,750.00) paid from Maximum Settlement Amount as fees plus reasonable litigation expenses. Defendant does not oppose Class Counsel's request for Attorneys' Fees. The Court-approved amount shall be taken from the Maximum Settlement Fund and shall not increase the agreed-upon amount of the Maximum Settlement Fund. The Parties agree that Class Counsel's attorneys' fees were negotiated separately after the amount paid to the class had been agreed upon. The Court may award less. Named Plaintiff Juan Lopez will also ask for a general release payment in an amount not to exceed \$10,000 from the Settlement Fund.

The Settlement Administrator shall be a third-party settlement administrator mutually agreed to by the Parties. Based on a review of bids from two or more administrators, the Parties have selected American Legal Claims as the administrator. Settlement Administration Expenses shall not exceed Fifteen Thousand Dollars (\$15,000.00), including mailing out compliant postcard notices to all FCRA Class Members and issuing paper settlement checks. Any settlement administrative expenses above \$15,000.00 be will paid by Class Counsel and not paid from the Maximum Settlement Amount.

## Objecting To The Settlement

### 14. How do I tell the Court that I don't like the settlement?

You can object to any aspect of the proposed settlement by filing and serving a written objection. Your written objection must include: (1) your name, address, telephone number, email address and signature; (2) a detailed statement of the specific factual and legal basis for the objection(s) being

asserted; (3) a notice of your intent to appear at the final Fairness Hearing at [TIME] on [DATE], if you intend to appear; and (4) a detailed description of any and all evidence, including copies of any exhibits, which you may offer at the Fairness Hearing. Additional details about objecting are included in the Court's Order Granting Preliminary Approval of the Settlement, which is available on the settlement website [insert].

You must file any objection with the Clerk at the address below within 45 days of the postmark on this Notice: Circuit Court of the Twentieth Judicial Circuit, in and for Glades County, Florida, 500 Avenue J #101, Moore Haven, Florida 33471, File: *Juan Lopez, on behalf of herself and on behalf of all others similarly situated, v. Oldcastle APG, Inc.*, Case No.: 23-CA-213, Division [ ] .

Any member of the Settlement Class who does not file and serve an objection in the time and manner described above will not be permitted to raise that objection later.

### **15. What's the difference between objecting and excluding?**

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement. Excluding yourself is telling the Court that you don't want to be part of the Settlement. If you exclude yourself, you have no basis to object because the lawsuit no longer affects you. If you exclude yourself, you will not receive any payment from the Settlement.

### **16. Where and when will the Court decide whether to approve the settlement?**

The Court will hold the Final Approval hearing at [ ] a.m./p.m. on [ ] Circuit Court of the Twentieth Judicial Circuit, in and for Glades County, Florida, 500 Avenue J #101, Moore Haven, Florida 33471 in Courtroom #[ ]. The hearing may also be held via Zoom or by phone without further notice.

The purpose of the hearing is to determine the fairness, reasonableness, and adequacy of the terms of settlement; whether the Settlement Class is adequately represented by the Class Representative and Counsel for the Settlement Class; and whether an order and final judgment should be entered approving the proposed settlement. The Court also will consider Settlement Class Counsel's application on an award of attorneys' fees and expenses and Class Representative's Service Award.

You will be represented at the Fairness Hearing by Counsel for the Settlement Class, unless you choose to enter an appearance in person or through your own counsel. The appearance of your own attorney is not necessary to participate in the Fairness Hearing.

### **17. Do I have to come to the hearing?**

No. Counsel for the Settlement Class will represent the Settlement Class at the Fairness Hearing, but you are welcome to come at your own expense. If you send any objection, you do not have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, if you wish.

### **18. May I speak at the hearing?**

You may ask the Court for permission to speak at the Fairness Hearing.

### **Getting More Information**

### **19. Are there more details about the settlement?**

This Notice is only a summary. For a more detailed statement of the matters involved in the lawsuit or the settlement, you may refer to the papers filed in this case during regular calendar hours at the office of the Clerk of the Court, Circuit Court of the Twentieth Judicial Circuit, in and for Glades County, Florida, 500 Avenue J #101, Moore Haven, Florida 33471, File: *Juan Lopez, on behalf of himself and on behalf of all others similarly situated, v. Oldcastle APG, Inc.*, Case No.: 23-CA-213, Division [redacted]. Additionally, the full Settlement Agreement and certain pleadings filed in this case can also be requested, in writing, from the Claims Administrator, identified above, and also accessed on the website created for this settlement by the Claims Administrator, available at [www.\[redacted\].com](http://www.[redacted].com).

### **20. How do I get more information?**

You can contact the Claims Administrator, identified above, or Class Counsel for Plaintiff, or Defendant's counsel, at the below contact addresses with questions:

Brandon J. Hill, Esq., Luis A. Cabassa, Esq., and Amanda E. Heystek, Esq. Wenzel Fenton Cabassa, P.A., 1110 North Florida Ave., Suite 300, Tampa, Florida 33602, 813-224-0431, Counsel for Plaintiff and the Class.

or

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