

# **EXHIBIT “A”**

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA CIVIL DIVISION**

LOGAN LYTTLE, on his  
own behalf and on behalf of all  
similarly situated individuals,

Plaintiff,

v.

Case No.: 8:19-cv-02313-CEH-TGW

TRULIEVE, INC.,

Defendants.

\_\_\_\_\_ /

**CLASS SETTLEMENT AGREEMENT AND RELEASE**

Plaintiff, Logan Lyttle (“Plaintiff”), individually and on behalf of the putative class, and Defendant, Trulieve, Inc., and all other past and present related entities, direct or indirect affiliates, parent companies and other subsidiaries (collectively, “Defendant”), individually and on behalf of the Adverse Action Class, enter into this Settlement Agreement and Release to settle the issues between them asserted in this action.

**I. RECITALS**

1. On September 17, 2019, Plaintiff filed this Class Action Complaint, *Logan Lyttle v. Trulieve, Inc.*, Case No. 8:19-cv-02313, in the United States District Court for the Middle District of Florida, Tampa Division (Dkt. 1 - the “Action”).

2. Plaintiff asserted causes of action against Defendant for alleged violations of the Fair Credit Reporting Act (“FCRA”). Specifically, Plaintiff alleged claims for relief for Defendant’s purported violations of 15 U.S.C. §§1681b(b)(2)(A)(i)-(ii) and 1681b(b)(3) alleging, *inter alia*, Defendant obtained and used consumer reports for employment purposes on Plaintiff and other class members without making a lawful disclosure and failed to provide pre-adverse action notice, when applicable.

3. On March 5, 2021, the Parties stipulated to the voluntary dismissal, with prejudice, of Plaintiff’s disclosure based claims alleging violations of 15 U.S.C. §§ 1681b(b)(2)(A)(i)-(ii). (Dkt. 92).

4. On August 13, 2021, the Court certified an Adverse Action Class consisting of :

**All Trulieve applicants and employees in the United States against whom adverse employment action was taken, based, in whole or in part, on information contained in a consumer report obtained within two years preceding the filing of this action through the date of final judgment, who were not provided notice, a copy of their report or summary of rights pursuant to § 1681b(b)(3)(A).**

(Dkt. 108)

5. The Parties have reached a compromise in principle on a class basis, contingent upon the negotiation and execution by the parties of this final agreement being approved by the Court.

6. Defendant denies that it has engaged in any wrongdoing, does not admit or concede 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, but has agreed to this Settlement 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 business operations.

7. Plaintiff, the Settlement Class, and Class Counsel are aware that Defendant has significant defenses to the allegations in this Action upon which Defendant might prevail and that, as a result, Plaintiff and the Settlement Class may not receive any benefit or consideration for the claim that has been asserted against Defendant.

8. Based upon its analysis and evaluation of several factors, Class Counsel recognize the substantial risks of continued litigation and delays, including the likelihood that the claims, if not settled now, might not result in any recovery whatsoever for the Settlement Class.

9. Class Counsel have conducted a thorough study and investigation of the law and facts relating to the claims that have been asserted as well as a thorough study and investigation of the scope and identity of the Settlement Class, and have concluded, considering the benefits of this settlement, as

defined below, and the risks and delays of further litigation, that this settlement is fair and reasonable and in the best interests of the Settlement Class.

10. Subject to the approval of the Court, the Parties wish to settle this Action, effect a compromise, and settle the claims asserted in the Action against Released Parties.

11. The Parties therefore agree that the claims referenced herein shall be settled, compromised, and released, subject to the approval of the Court, upon and subject to the following terms and conditions:

## **II. DEFINITIONS**

### **12. Action or Litigation.**

The above-entitled action, Case No. 8:19-cv-02313.

### **13. Agreement.**

This Class Settlement Agreement and Release.

### **14. Claim Form.**

The document substantially in the form attached as Exhibit “1” that will be mailed to Class Members’ last known addresses and must be signed and returned, or properly submitted online, by the Response Date for the Class Member to receive his or her share of the Net Settlement Fund.

### **15. Class Counsel.**

Marc Edelman of Morgan & Morgan, P.A, Brandon Hill and Luis Cabassa

of Wentzel, Fenton & Cabassa.

**16. Class Counsel Attorney's Fees and Costs.**

Class Counsel Attorney's Fees shall be \$236,500.00, which Defendant shall pay directly to Class Counsel, subject to Court approval.

**17. Class Settlement Administration Costs.**

The aggregate sum of the Settlement Notice and Settlement Administration Costs, which sum will be paid from the Settlement Fund, subject to Court approval.

**18. Class Representative or Plaintiff.**

Plaintiff, Logan Lyttle.

**19. General Release Compensation.**

A sum not to exceed \$3,000.00 payable to Plaintiff as consideration for his agreement to execute a general release of all claims against Defendant, subject to Court approval.

**20. Court.**

The United States District Court for the Middle District of Florida, Tampa Division.

**21. Covered Period.**

The "Covered Period" shall be September 17, 2017 through the date of final judgment.

**22. FCRA State/Local Equivalents.**

Any statute or regulation of any state, U.S. territory, locality/municipality, the District of Columbia, or Puerto Rico, that has a similar purpose or effect as the federal Fair Credit Reporting Act, including regulating the collection or reporting of background checks/consumer information and related actions.

**23. Final Approval Hearing.**

The Court's hearing following the Settlement Administrator's work to locate and send Notices to all Settlement Class Members, determine the amount payable to each Settlement Class Member, and perform other settlement-related administrative tasks, to approve final administration and payment of the settlement.

**24. Final Approval Order.**

The Court's Order granting final approval of this settlement.

**25. Net Settlement Fund.**

The amount of money remaining after the Settlement Fund is reduced by the following amounts:

- a. Class Settlement Administration Costs approved by the Court, including an amount reserved to complete the Settlement Notice and an amount reserved to complete the Settlement Administration after the initial Settlement Payment checks are distributed; and

- b. Reimbursement to Class Counsel for the litigation costs, including mediation.

**26. Notice.**

The notice attached hereto as Exhibit “2,” subject to Court approval, and which the Settlement Administrator will mail, via first-class U.S. mail, to each Settlement Class Member to explain the terms of the settlement, including the procedure for objecting to or opting out of the settlement.

**27. Parties.**

The “Parties” are Plaintiff Logan Lytle, on behalf of himself and the Settlement Class defined below, and Defendant Trulieve, Inc.

**28. Preliminary Approval Order.**

The Court’s Order granting preliminary approval of this Settlement.

**29. Released Claims.**

All claims for alleged violations of 15 U.S.C. § 1681b(b)(3)(A) as set forth in the Action. The period of the Released Claims extends to the limits of the Covered Period.

**30. Released Parties.**

Defendant, its officers, trustees, employees, attorneys, insurers, agents, servants and representatives, whether in their individual or official capacities.

**31. Response Deadlines.**

Members of the Settlement Class shall have sixty (60) days after the date the Settlement Administrator mails the Notice to Settlement Class Members, by which Response Deadline the members of the Settlement Class must postmark written notice of their intent to opt-out of the settlement and/or a written notice of objection to the preliminarily approved settlement, as applicable. Members of the Settlement Class shall have sixty (60) days to submit a claim.

**32. Settlement Administrator.**

The settlement administrator will be American Legal Claims Services. (“Settlement Administrator”). The Settlement Administrator will contract with Class Counsel only; Defendant and Defendant’s Counsel are not parties to any contracts or agreements with the Settlement Administrator. Accordingly, Class Counsel, not Defendant or Defendant’s Counsel, will be responsible for the performance of Settlement Administrator, including its compliance with the terms of this Agreement and other applicable requirements.

**33. Total Class Settlement Administration Costs.**

The aggregate costs incurred by the Settlement Administrator in administering the settlement are not to exceed \$15,000.00. The aggregate costs include an amount reserved to complete the Settlement Notice and an amount reserved to complete the Settlement Administration after the initial Settlement Payment checks are distributed.

**34. Settlement Class.**

All individuals as to whom, during the Covered Period, Defendant took adverse employment action based in whole or in part on background checks. Defendant represents that there are approximately one thousand fifty (1,050) members of the Settlement Class. If the actual number of individuals in the Settlement Class exceeds one thousand fifty (1,050) members, Defendant shall increase the size of the Settlement Fund proportionately.

**35. Settlement Class Member.**

Any individual who is a member of the Settlement Class who is not validly excluded from the Settlement Class and who timely submits a proper Claim Form in compliance with all terms and conditions of this Settlement Agreement.

**36. Settlement Effective Date or Effective Date.**

The fifth business day after all the following have occurred:

- a. All parties, Class Counsel, and Defendant's counsel have executed this Agreement;
- b. The Court has entered without material change the Final Approval Order and Judgment; and
- c. The final disposition of any related appeals, and in the case of no appeal or review being filed, the expiration of the applicable appellate period.

The Parties intend that the settlement shall not become effective until the Court's Final Approval Order has become completely final. If there are no objectors to the Settlement, the Effective Date shall be five days after entry of the Final Approval Order.

**37. Settlement Fund.**

The "Settlement Fund" shall consist of the gross sum of \$60,500.00.

**38. Settlement Payment.**

"Settlement Payment" means the individualized distribution from the Net Settlement Fund that will be made in the first distribution from the Settlement Fund to the Settlement Class Members who do not timely and validly opt out of the Settlement. Settlement Payments will be distributed to each Settlement Class Member who timely submits a proper Claim Form in compliance with all terms and conditions of this Settlement Agreement. The Settlement Payment shall be determined by dividing the amount in the Net Settlement Fund by the number of Settlement Class Members that have filed a Claim Form. For example, if the Net Settlement Fund is \$50,000.00 and 200 Settlement Class Members timely submit claims, the individualized Settlement Payment shall be \$250.00.

**III. RELIEF AND BENEFITS**

**39. Monetary Benefits to Settlement Class Members.**

In exchange for the releases and waivers of claims described below,

Defendant will pay each Settlement Class Member their individualized Settlement Payment equal to their *pro rata* share of the Net Settlement Fund. Defendant will deposit 100% of the Settlement Fund with the Settlement Administrator within ten (10) days after the date of the Preliminary Approval Order.

The Net Settlement Fund will be distributed to the Settlement Class Members using the timeline set forth below.

- a. Initial payments to Settlement Class Members will be mailed by the Settlement Administrator by check and delivered by first-class U.S. mail, postmarked within ten (10) business days of the Effective Date. All initial checks will expire ninety (90) days after they are issued and will state the expiration date on their faces. If any such payment is returned by the U.S. Postal Service as undeliverable, or is uncashed 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:

- i. For any check returned by the U.S. Postal Service with a forwarding address before the check's expiration date, the Settlement Administrator will re-mail the check to the

forwarding address;

- ii. If a Settlement Class Member contacts the Settlement Administrator or Class Counsel to request a replacement check before the initial check is negotiated, the Settlement Administrator will comply with that request by cancelling the initial check and issuing a replacement check.
- b. The Parties agree that all Settlement Class Members waive and abandon any ownership interest in any such undeliverable, returned, uncashed, or non-negotiated checks and further agree that no obligation has been generated or proven with respect to such undeliverable, returned, uncashed, or non-negotiated checks.
- c. After the initial 90-day period for negotiating checks (which total uncashed first check remainder will be calculated by the Settlement Administrator at least thirty (30) days following the 90-day check expiration date), any unclaimed funds from the Net Settlement Fund shall be donated *cy pres* to Bay Area Legal Services.

**40. Taxes.**

The Parties agree the payments to each Settlement Class Member are not wages, that 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. The Parties also agree that the approved Class Representative Service Payment 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 that the Settlement Administrator on Defendant's behalf will issue to Plaintiff an IRS Form 1099 for this payment.

**41. Class Representative General Release Compensation.**

Defendant agrees to pay Plaintiff \$3,000.00 as consideration for executing a general release. The Parties shall disclose the General Release Agreement and Payment to the Court when the Parties move for Preliminary Approval. The General Release Compensation shall be paid by Defendant separate and apart from the Settlement Fund and will be paid within ten (10) days after the Effective Date.

**42. Class Counsel Attorney's Fees and Costs.**

Defendant agrees that Class Counsel may apply to the Court for an award of attorney's fees in the amount of \$236,500.00 to be paid directly by Defendant. Defendant agrees not to oppose Plaintiff's application for attorneys' fees to the extent that they are consistent with these limitations. Additionally, Defendant

agrees Class Counsel may also apply separately for reimbursement from the Settlement Fund for litigation expenses, including its share of the mediation costs.

Class Counsel will file the application for approval of Class Counsel Attorney's Fees and Costs no later than thirty (30) days after the Notice is mailed to the Settlement Class.

In the event that the Court does not approve the full amount of Class Counsel Attorney's Fees and/or Costs sought, any reduction in said fees and/or costs shall be added to the Settlement Fund for distribution to the Settlement Class and this Agreement shall otherwise remain valid.

The Defendant shall pay any approved Class Counsel Attorney's Fees and Costs no later than ten (10) days after the Effective Date.

**43. Payments to the Settlement Administrator.**

The Settlement Administrator shall pay any approved Class Settlement Administration Costs no later than five (5) days after the Effective Date.

**IV. NOTICE, OPT-OUT, OBJECTIONS AND SETTLEMENT APPROVAL**

**44. Notice to Settlement Class Members.**

Not later than fifteen (15) calendar days after the Court has issued the Preliminary Approval Order, Defendant shall disclose the names and last known addresses of members of the Settlement Class to Class Counsel and the Settlement

Administrator.

No later than fifteen (15) calendar days after receipt of such information, the Settlement Administrator will mail the Notice (attached as Exhibit “2”) to all Settlement Class Members via first-class U.S. Mail, postage prepaid and return service requested to such Settlement Class Member’s last known mailing address, as updated by using the U.S. Postal Service’s database of verifiable mailing addresses (the CASS database) and the National Change-of-Address database. The Notice shall bear the Settlement Administrator’s mailing address as the return-mail address. The Notice will include an indication it is a “Court Approved Settlement Notice authorized by the U.S. District Court for the Middle District of Florida” and may also include a bar code.

A Claim Form (Exhibit “1”) will also be included as part of the mailing.

Not later than seven (7) calendar days after the Court has issued the Preliminary Approval Order, the Settlement Administrator shall post a website containing information about the Settlement, including all relevant dates and pleadings.

**45. Notices Returned as Undeliverable.**

For all Notices returned to the Settlement Administrator without forwarding addresses, the Settlement Administrator will use publicly available databases as practicable to update those Settlement Class Members’ addresses and will cause

the Notice to be re-mailed by the Settlement Administrator to such Settlement Class Members who can be located.

**46. Toll-Free Telephone Line.**

The Settlement Administrator will establish and staff a toll-free telephone line that members of the Settlement Class can use to contact the Settlement Administrator with questions about the Settlement or to change their addresses.

**47. Claim Form Procedures.**

To receive a portion of the Net Settlement Fund, all members of the Settlement Class must submit a timely Claim Form by the Response Deadline. Claim forms may be submitted through a claims filing portal on the settlement website, by email or by U.S. Mail. The date of the postmark on the return mailing envelope or the applicable timestamp will be the exclusive means to determine whether a Claim Form has been timely submitted. However, it is not the intention of the Parties to exclude Class Members from participating in the Settlement for technical reasons that do not interfere with the orderly administration of the Settlement. Therefore, the Settlement Administrator will compile a list of claims rejected for failure to cure an unsigned Claim Form.

If the Settlement Class Member's Claim Form or Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class

Member a cure letter (“Cure Letter”) within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Claim Form or Request for Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, to postmark, fax, or electronically submit a revised Claim Form or Request for Exclusion. If a Class Member responds to a Cure Letter by filing a defective claim, then the Claims Administrator will have no further obligation to give notice of a need to cure. If the revised Claim Form is not postmarked, received by fax, or electronically submitted within the later of (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, it will be deemed untimely.

**48. 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 Response Deadline, each member of the Settlement Class 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 directed to the Settlement Administrator and containing the requisite information shall remain a member of the Settlement Class and shall be bound by any orders of the Court about the Settlement or the Settlement Class. Any member of the Settlement Class who fails to timely and validly opt out of the Settlement shall be bound by the terms of this Settlement. If more than 100 members of the Settlement Class (approximately 10%) validly, timely, and individually opt out of the class, then Defendant may in its sole discretion exercise its right to void the Settlement, in which case this Agreement will be vacated, rescinded, cancelled, and annulled, and the Parties will return to the status quo ante as if they had not entered into this Settlement. In that event, the Settlement and all negotiations and proceedings related to the Settlement will be without prejudice of the rights of the Parties, and evidence of the Settlement, negotiations, and proceedings will be inadmissible and will not be discoverable.

**49. Objections.**

Any member of the Settlement Class who wishes to object to the Settlement must return to the Settlement Administrator a timely written statement of objection no later than forty five (45) days after the date the Settlement Administrator mails the Notice of Settlement. The Notice of Objection must state (1) the case name and number; (2) the name, address, telephone number, and email address (if any) of the member of the Settlement Class making the objection; (3) a statement of the

objection(s) being asserted; (4) a detailed description of the facts and any legal authorities underlying each objection; (5) a notice of intent to appear at the final Fairness Hearing, if the Settlement Class Member making the objection intends to appear; (6) a list of any witnesses the Settlement Class Member making the objection may call to testify at the Final Approval Hearing, whether in person, by deposition, or affidavit; and (7) a list of any exhibits, and copies of the same, which that such objector may offer at the Final Approval Hearing. Any objection must be personally signed by the objector.

No member of the Settlement Class shall be entitled to contest in any way the approval of the terms and conditions of this Agreement or the Court's Final Approval Order except by filing and serving written objections in accordance with the provisions of this Settlement Agreement. Any member of the Settlement Class who fails to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement.

The Settlement Administrator shall provide any objections and backup information to Defendant's Counsel and Class Counsel, who shall file same with the Court at least seven (7) days before the Final Approval Hearing or as otherwise ordered by the Court.

**50. 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 joint motion that the Court enter a Preliminary Approval Order.

**51. Final Approval Hearing and Final Approval Order and Judgment.**

The Parties agree to cooperate to work to schedule a Final Approval Hearing as soon as practicable.

**V. RELEASE OF CLAIMS**

**52. Release of Claims by the Class Members.**

On the Settlement Effective Date, all members of the Settlement Class who have not timely and properly opted out of this settlement, and all those acting or purporting to act on their behalf (including, but not limited to, their successors, assigns, legatees, heirs, and personal representatives), fully and forever release, waive, acquit, and discharge Defendant and the Released Parties to the fullest extent permitted by law from any and all claims for alleged violations of 15 U.S.C. § 1681b(b)(3)(A).

**53. Prior Releases and Waivers of Claims.**

Defendant agrees that the Settlement Class Members' or Plaintiff's receipt of funds under this Agreement is not a violation of any prior promises, contracts,

agreements, waivers or covenants between Defendant and the Settlement Class Members or Plaintiff.

## **VI. OTHER PROVISIONS**

### **54. No Admission of Liability.**

The Parties acknowledge and agree that neither the fact of, nor any provision contained in, this Agreement, nor the implementing documents or actions taken under them, nor Defendant's willingness to enter into this Agreement, nor the content or fact of any negotiations, communications, and discussions associated with the Settlement shall constitute or be construed as an admission by or against Defendant or any of the Released Parties of any fault, wrongdoing, violation of law, or liability whatsoever, the validity of any claim or fact alleged in this Action, or any infirmity of any defenses asserted by Defendant in this Action.

### **55. 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 work in good faith to modify the Agreement consistent with the Court's directive. If the Parties 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. The amount of the Settlement Fund is agreed by the Parties to be a material term of this Agreement.

**56. Settlement Modification.**

This Agreement may not be changed, altered, or modified except in a writing signed by the Parties. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties. The Parties may agree by stipulation executed by counsel to modify the exhibits to this Agreement to effectuate the purpose of this Agreement or to conform to guidance from the Court about the contents of such exhibits without the need to further amend this Agreement. A stipulation modifying the settlement will be filed with the Court and subject to the Court's approval.

**57. Communications with Settlement Class Members.**

The Parties agree that Class Counsel may communicate directly with

members of the Settlement Class to ensure as much participation in the settlement as possible.

**58. No Waiver of Privilege.**

Nothing in this Agreement is intended to limit or waive the confidentiality of attorney-client privileged communications between Class Counsel and their current clients and members of the Settlement Class, nor is anything in this Agreement intended to limit the ability of Class Counsel to make truthful representations to judicial authorities about either its appointment as class counsel or the settlement of this Action. Likewise, nothing in this Agreement is intended to limit Defendant's or its agents' communications with their counsel or their ability to respond to judicial or other government authorities.

**59. Agreement Not Evidence.**

Neither this Agreement nor any related documents, negotiations, statements, or Court proceedings may be construed as, received as, used as, or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including but not limited to Defendant and the Released Parties, or as a waiver by Defendant of any applicable defense to the merits of the claims asserted or to Plaintiff's ability to maintain this Action as a class action, except that this Agreement is admissible at hearings necessary to obtain and implement Court approval of the Parties' Settlement or in hearings to

enforce the terms of this Agreement or any related order of the Court.

**60. No Waiver of Rights.**

A Party's failure to exercise any rights under this Agreement shall not constitute waiver of that Party's right to exercise those rights later, except as expressly provided in this Agreement. No delay by any Party in exercising any power or right under this Agreement will operate as a waiver of that power or right, nor will any single or partial exercise of any power or right under this Agreement preclude other or further exercises of that or any other power or right, except as expressly provided. The waiver by one Party of any breach of this Agreement will not be deemed to be a waiver of any prior or subsequent breach.

**61. Authority.**

The signatories below represent they are fully authorized to enter into this Agreement.

**62. Best Reasonable Efforts and Mutual Full Cooperation.**

The Parties agree to fully cooperate with one another 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 Agreement, including all efforts contemplated by this Agreement and any other efforts that may become necessary or ordered by the Court, or otherwise, to ensure that checks are mailed to Settlement Class Members as soon as

practicable under the terms of this Agreement. As soon as practicable after execution of this Agreement, the Parties shall take all necessary steps reasonably necessary to jointly secure the Court's preliminary and final approval of the Parties' settlement.

**63. Entire Agreement.**

This Agreement, with its exhibits, constitutes the full and entire agreement among the Parties concerning the subject matter and supersedes all prior representations, agreements, promises, or warranties, written, oral, or otherwise. No Party shall be liable or bound to any other Party for any prior representation, agreement, promise, or warranty, oral or otherwise, except for those that are expressly set forth in or attached to this Agreement.

**64. 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.

**65. 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 rights that are released or discharged in this Settlement.

**66. Construction.**

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

**67. Construction of Captions and Interpretations.**

Paragraph titles, captions, or headings in this Agreement are inserted as a matter of convenience and for reference and do not 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.

**68. Notices.**

Unless otherwise specifically provided in this Agreement, any notices, demands or other communications required hereunder or after entry of the Court's Final Approval Order and Judgment shall be in writing and addressed as follows:

**If to Plaintiff:**

Marc Reed Edelman, Esquire  
MORGAN & MORGAN, P.A.  
201 N. Franklin Street, #700  
Tampa, FL 33602-5157  
Telephone: 813-223-5505  
Facsimile: 813-257-0572  
[medelman@forthepeople.com](mailto:medelman@forthepeople.com)  
*Attorney for Plaintiff*

**If to Defendant:**

Glenn Burhans, Jr., Esquire  
STEARNS WEAVER MILLER  
WEISSLER ALHADEFF &  
SITTERSON, P.A.  
106 E. College Ave., Suite 700  
Tallahassee, FL 32301  
Telephone: 850-329-4850  
[gburhans@stearnsweaver.com](mailto:gburhans@stearnsweaver.com)  
*Attorney for Defendant*

If mailed, notice will be deemed given as of the third business day after mailing. If sent by overnight delivery or delivered person, notice will be deemed given on the date of delivery.

The Parties agree that, because the Settlement Class Members are so numerous, it is impossible and impracticable to have each Settlement Class Member execute this Agreement. Therefore, the Notice will advise all Settlement Class Members of the binding nature of the release and will have the same force and effect as if this Agreement were executed by each Settlement Class Member to the extent applicable law so provides.

**69. Exhibits.**

1 – Claim Form

2 – Proposed Form Mail Notice

IN WITNESS THEREOF, and intending to be legally bound, the Parties hereto have caused this Settlement Agreement and Release to be executed by their duly authorized representative.

Dated this 5<sup>th</sup> day of November, 2021.

/s/ Marc R. Edelman  
**MARC R. EDELMAN, ESQ.**  
Fla. Bar No. 0096342  
**MORGAN & MORGAN, P.A.**  
201 N. Franklin Street, Suite 700  
Tampa, FL 33602  
Telephone: 813-577-4722  
Fax: 813-257-0572  
Email: [MEdelman@forthepeople.com](mailto:MEdelman@forthepeople.com)

**BRANDON J. HILL, ESQ.**  
Florida Bar Number: 0037061  
**LUIS A. CABASSA, ESQ.**  
Florida Bar No.: 0053643  
**WENZEL FENTON CABASSA, P.A.**  
1110 N. Florida Avenue, Suite 300  
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Direct Dial: 813-337-7992  
Facsimile: 813-229-8712  
Email: [bhill@wfclaw.com](mailto:bhill@wfclaw.com)  
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106 East College Avenue, Suite 700  
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[gburhans@stearnsweaver.com](mailto:gburhans@stearnsweaver.com)

*Attorneys for Defendant Trulieve, Inc.*

# **EXHIBIT “1”**

**LYTTLE V. TRULIEVE, INC. - CLASS ACTION**

**THE CLAIM FORM MUST BE RECEIVED BY \_\_\_\_\_, 2021.  
IF YOU WANT TO SHARE IN THE SETTLEMENT, THEN YOU MUST MAIL  
IN THIS FORM TO:**

[Address Insert]

Check only one area below:

\_\_\_ Yes, I want to receive my share of the Settlement Fund. I understand the actual amount of the recovery is unknown at this time and will be calculated based upon the number of class members timely submitting claims and Court approved costs.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

If your name or address has changed, please enter the new information below:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, State \_\_\_\_\_, Zip Code \_\_\_\_\_

**\*\*\*\*\*YOU MAY SUBMIT THIS CLAIM ONLINE AT  
LYTTLEFCRACLACTION.COM OR BY EMAILING A PICTURE OF THIS  
CLAIM FORM TO \*\*\*\*\*.**

# **EXHIBIT “2”**

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

**NOTICE OF CLASS ACTION SETTLEMENT**

**IF TRULIEVE, INC. OBTAINED YOUR BACKGROUND CHECK AND AN ADVERSE EMPLOYMENT ACTION WAS TAKEN AGAINST YOU, YOU ARE ELIGIBLE TO PARTICIPATE IN A CLASS ACTION SETTLEMENT.**

**YOUR LEGAL RIGHTS WILL BE AFFECTED BY THE SETTLEMENT OF THIS LAWSUIT. PLEASE READ THIS NOTICE CAREFULLY. IT EXPLAINS THE LAWSUIT, THE SETTLEMENT, AND YOUR LEGAL RIGHTS.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>HOW TO GET PAID FROM THE SETTLEMENT</b>	<p>The Settlement Fund is \$60,500.00. There are approximately 1,000 persons in the Settlement Class. If you timely return the attached Claim Form or file a claim through the Settlement Website and the Court grants final approval of the Class Settlement, you will be sent a Settlement Check. The amount of your Settlement Check will be determined by dividing: 100% of the Settlement Fund less administrative costs and Class Counsel’s litigation expenses by the number of Class Members that timely return claim forms to the Class Settlement Administrator.</p> <p>THE CLAIM FORM MUST BE RECEIVED BY THE CLASS SETTLEMENT ADMINISTRATOR NO LATER THAN _____, 2021.</p>
<b>IF YOU DO NOTHING</b>	<p>If the Court approves the settlement and you do nothing, you will be releasing your claims and you will not receive your share of a class action settlement. The Full Release and Released Parties are available on the Settlement Website, <a href="http://www.lyttlefcraclassaction.com">www.lyttlefcraclassaction.com</a></p>
<b>IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	<p>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 _____, 2021.</p>

If you do not exclude yourself, you may object to the settlement. You can remain in the Settlement Class but file written objections to the Settlement. The Court will consider the objections in deciding whether to approve the Settlement. Instructions for mailing an objection are on the Settlement Website. If the Settlement is approved, you will not be able to sue Trulieve, Inc. for claims relating to an adverse employment action due to a background check when you applied for a job.

**What is this lawsuit about?**

This lawsuit is pending in the United States District Court for the Middle District of Florida. Logan Lyttle (the “Plaintiff”), sued Trulieve, Inc. in this class action case (*Lyttle v. Trulieve, Inc., 8:17-CV-02313-CEH-TGW*) alleging that it violated the Fair Credit Reporting Act (the “FCRA”), 15 U.S.C. §1681b(b)(3)(A), by taking an adverse employment action, in whole or in part, based on information contained in a consumer report, against applicants and employees without first providing notice, a copy of the report or summary of rights. Trulieve, Inc. contends that its procedures did not violate the FCRA, and did not willfully violate the FCRA.

This “Adverse Action Class” is defined to include:

All Trulieve applicants and employees in the United States against whom adverse employment action was taken, based, in whole or in part, on information contained in a consumer report obtained within two years preceding the filing of this action through the date of final judgment, who were not provided notice, a copy of their report or summary of rights pursuant to § 1681b(b)(3)(A).

**Who are the Attorneys representing the Class and how will they be paid?**

The Court has appointed lawyers to represent the Class, but you may enter an appearance in the case through an attorney if you want. If you do so, you will have to pay for your own lawyer.

The attorneys who have been appointed by the Court to represent the Class are:

**Marc R. Edelman, Esq.**  
**Morgan & Morgan, P.A.**  
**201 N. Franklin Street, Suite 700**  
**Tampa, FL 33602-5157**  
**813-223-5505**

**Brandon J. Hill, Esq.**  
**Luis A. Cabassa, Esq.**  
**Wenzel Fenton Cabassa, P.A.**  
**1110 North Florida Ave., Suite 300**  
**Tampa, FL 33602**  
**813-224-0431**

Subject to the Court's approval, Trulieve, Inc. has agreed to compensate Class Counsel for its attorney's fees, up to \$236,500.00. This payment is not being paid from the Settlement Fund, so it will not affect your individual recovery. However, Class Counsel will be seeking reimbursement from the Settlement Fund for litigation expenses and costs incurred to prosecute this action, subject to the Court's approval. Truelieve, Inc. has also agreed to pay Logan Lyttle \$3,000.00 as consideration for executing a full release of *all* claims he may have against Trulieve, Inc., including those not asserted in this action. The payment to Lyttle will not affect your recovery as it is not being paid from the Settlement Fund.

**What rights am I giving up in this settlement?**

Unless you exclude yourself from this settlement, you will be considered a member of the Class, which means you give up your right to sue or file a lawsuit against Trulieve, Inc. regarding its alleged failure to provide pre-adverse action notice when using consumer reports for employment purposes. Giving up your legal claims is called a release. The released parties collectively include Trulieve, Inc., and its related companies, officers and attorneys its officers, trustees, employees, attorneys, insurers, agents, servants and representatives, whether in their individual or official capacities. You will be releasing these parties from all claims related to Trulieve, Inc.'s alleged failure to provide you with pre-adverse action notice before it took an adverse employment action against you.

**If I chose to do so, how do I exclude myself from the settlement?**

If you wish to be excluded, you must mail a written request for exclusion to the Settlement Administrator at:

American Legal Claims Services  
[INSERT ADDRESS]

Your request for exclusion must be in writing and postmarked on or before \_\_\_\_\_, 2021. The request must state: "I do not want to be part of the Class in *Lyttle v. Trulieve, Inc.*, 8:19-cv-02313-CEH-TGW." The request should be signed, with your name, address, and telephone number printed below your signature. The address you use should be the address to which this notice was mailed, so that you can be properly identified. However, if you have a new address, please inform us of the new address so we can make the change in the Class List.

**When and where will the Court decide whether to approve the settlement?**

The Court will hold a Fairness Hearing on \_\_\_\_\_2021, at \_\_\_\_\_ a.m./p.m.. The hearing will be held in the United States Federal Courthouse for the Middle District of Florida, located in Tampa, Florida. At the Fairness Hearing, the Court will consider whether the proposed settlement is fair, reasonable, and adequate. The Court will hear objections to the settlement, if any. We do not know how long the Court will take to make its decision. In addition, the hearing may be continued at any time by the Court without further notice to you.

**Where can I get additional information?**

This notice is only a summary of the proposed settlement of this lawsuit. Certain pleadings and documents filed in Court, including the Settlement Agreement, may be reviewed or copied in the Clerk's Office or by visiting the website [www.lyttlefcraclclassaction.com](http://www.lyttlefcraclclassaction.com)