

EXHIBIT A

**CIRCUIT COURT IN THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

	X
JOHN ZATKO, on behalf of himself and others	:
similarly situated,	:
	:
Plaintiff,	:
	:
v.	:
	:
TRULIEVE CANNABIS CORP.,	:
	:
Defendant.	:
	X

**JOINT STIPULATION OF
COLLECTIVE ACTION SETTLEMENT AND RELEASE**

Subject to its terms and conditions and the approval of the Court, this Joint Stipulation of Collective Action Settlement and Release (the “Stipulation”) reflecting the terms of the parties’ collective-wide settlement (the “Settlement”) is made and entered into by Named Plaintiff John Zatko (“Plaintiff” or “Named Plaintiff”), individually and on behalf of the putative collective action members, and Defendant Trulieve Cannabis Corp. (“Defendant” or the “Company”). Named Plaintiff and the Company are jointly referred to in this Stipulation as the “Parties,” and each of them as a “Party.”

I. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Named Plaintiff (for himself and on behalf of the Putative Collective Members, each defined below) and the Company, with the assistance of their respective counsel, that the Action, the Named Plaintiff’s Released Claims and the Released Claims (all of which are defined below) shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Stipulation.

II. DEFINITIONS

In addition to terms defined elsewhere in the Stipulation, as used in this Stipulation the following terms have the meanings indicated below:

1. “Assistant General Managers” means employees of Defendant in Arizona, Florida, Georgia, Maryland, Pennsylvania, and/or West Virginia, who held the exempt-classified Assistant General Manager position at any time during the period of February 13, 2022 through September 1, 2024.
2. “Action” means the civil action titled *Zatko v. Trulieve Cannabis Corp.*, to be filed in the Circuit Court in Palm Beach County in the State of Florida.
3. “Approval Order” means the Court’s Order granting approval of the Settlement, substantially in the form attached to this Stipulation as Exhibit A.
4. “Claims Administrator” or “Settlement Administrator” means Arden Claims Service.
5. “Check Cashing Period” means the period between the date on which the Settlement Administrator mails the Notice Materials and Settlement Check and one hundred and twenty (120) days thereafter. Settlement Checks not cashed within the Check Cashing Period will be void and a stop-payment directive shall be placed by the Claims Administrator with the applicable bank.
6. “Collective Period” is defined as February 13, 2022 through September 1, 2024.
7. “Counsel for the Company” means Akerman LLP.
8. “Court” means the Circuit Court, in Palm Beach County, Florida.
9. “Day” or “days” refer to calendar days below unless specifically indicated as business days.

10. “Final Approval” means the latest of: (i) the date of final affirmance on any appeal of the Court’s Approval Order; (ii) the date of final dismissal, with prejudice, of the last pending appeal from the Court’s Approval Order; or (iii) if no appeal is filed, the expiration date of the time for the filing or noticing of any form of valid appeal from the Court’s Approval Order.
11. “Named Plaintiff” means John Zatkan.
12. “Net Settlement Fund” shall mean the Settlement Payment less: (i) approved General Release Payments to the Named Plaintiff and Opt-In Plaintiffs, (ii) approved Plaintiff’s Counsel’s attorneys’ fees and costs; and (iii) the Settlement Administrator’s fees and expenses, including the costs of mailing all notices and checks pursuant to this Settlement.
13. “Notice Materials” means the Settlement Notice and Claim Form to be sent to Putative Collective Members.
14. “Opt-In Plaintiffs” means Alexandra Blank, Toby Copenhaver, Richard Grimaldi, Steven Koehler, Tiffany McIlhenny, Joseph Pall, Victoria Cedeno, Abimael Colon, Scott Marfino, and Stephanie Taylor-Gonzalez.
15. “Plaintiff’s Counsel” means the Shavitz Law Group, P.A.
16. “Putative Collective Member” means Assistant General Managers who worked for the Company during the Collective Period in Arizona, Florida, Georgia, Maryland, Pennsylvania and/or West Virginia, who did not sign an arbitration agreement with a waiver to participate in class/collective and/or judicial actions. There are approximately 449 Putative Collective Members covered by this Joint Stipulation of Collective Action Settlement and Release.

17. “Qualified Collective Member” means Named Plaintiff, and all Putative Collective Members who timely submit a Claim Form.
18. “Qualified Settlement Fund” or “QSF” means the qualified settlement fund set up by the Settlement Administrator into which the Settlement Payment will be deposited.
19. “Released Parties” means (a) the Company and each and all past or present partners, parents, subsidiaries, or affiliates (regardless whether such partners, parents, subsidiaries, or affiliates are individuals, corporations, partnerships, limited partnerships, limited liability companies, or other forms of entity) of the Company; (b) each and all of the predecessor or successor entities of any of those entities identified in subparagraph (a); (c) any other individuals or entities of any kind, including but not limited to any payroll companies, which have been or could be alleged to be in any manner responsible (whether on an alter ego, joint employer, integrated enterprise, or any other theory) for any violations alleged in the Action and occurring as a result of employment with the Company as an Assistant General Manager; and (d) all past and present directors, officers, managers, supervisors, representatives, insurers, agents, shareholders, partners, members, lawyers, and employees of any of the individuals or entities identified in subparagraphs (a), (b), or (c).
20. “Settlement Checks” means the checks distributed by the Settlement Administrator to Named Plaintiff and Qualified Collective Members.
21. “Settlement Payment” means the maximum payment by the Company pursuant to this Stipulation of One Million Twenty-One Thousand and One Hundred Dollars

and Zero Cents (\$1,021,100.00) to fund the QSF. The Parties agree that the Settlement Payment is intended to cover up to 20,422 workweeks. If the number of aggregate workweeks is greater than 21,000, then the Gross Fund will increase proportionately (\$50 per work week) based upon the additional number of workweeks beyond 21,000. The Parties acknowledge that no additional funding is necessary based upon updated analysis that the number of aggregate workweeks totals 20,865 and does not exceed this threshold. The Settlement Payment shall include and be used to satisfy: (1) all Settlement Shares (defined below); (2) any General Release Payments approved for Named Plaintiff and Opt-In Plaintiffs; (3) all Plaintiff's Counsel's Attorneys' fees and costs approved by the Court; and (4) the reasonable fees and expenses of the Settlement Administrator. The Settlement Payment shall include employee and employer-side taxes associated with the W-2 wage portion of the settlement amounts to the Plaintiffs and Qualified Collective Members. The Company and/or the Released Parties shall not pay or be required to pay any amount in connection with this Settlement above and beyond the Settlement Payment.

22. "Settlement Notice" means the Notice of Collective Action Settlement to be sent to Putative Collective Members after the Court grants approval of the Settlement, substantially in the form attached to this Stipulation as Exhibit B.
23. "Settlement Share" means the amount which each Putative Collective Member is entitled to receive from the Net Settlement Fund.

III. RECITALS

1. In early 2024, Plaintiff's Counsel conducted an investigation regarding allegations that Putative Collective Members were not paid for overtime wages. Plaintiffs'

Counsel sent a letter to the Company regarding these claims. The letter informed the Company that Named Plaintiff was seeking to recover alleged unpaid wages on behalf of himself and other Assistant General Managers under the Fair Labor Standards Act (“FLSA”).

2. The Company conducted an investigation into Plaintiff’s claims, and the parties engaged in informal discovery and produced information and data.
3. Over the course of the next few months, the parties had numerous communications about the claims, defenses, potential damages, and other legal issues regarding the claims. The parties had a mediation with an experienced wage and hour mediator named Martin Scheinman, Esq. on September 16, 2024 and the parties reached an agreement in principle to settle the claims.
4. Based on the informal good faith discovery conducted in this case, information exchanged confidentially for purposes of settlement, and their own independent investigation and evaluation, Plaintiff’s Counsel are of the opinion that the Settlement is fair, reasonable, and adequate and is in the best interest of the Putative Collective Members in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by the Company as to collective action certification and the merits of the claims, including the Company’s assertion that the Assistant General Managers were properly classified as exempt, and potential appellate issues.
5. It is the mutual desire of the Parties to fully and finally settle, compromise, and discharge all disputes, allegations, and claims of any nature raised in or related in any way to the Action as more fully set forth below.

6. This Settlement represents a compromise of highly disputed claims. Nothing in this Settlement, nor any other documents to be prepared related to the Settlement, nor the Settlement itself, is intended to be or will be construed as an admission by the Company or any of the Released Parties that Plaintiff's claims in the Action have merit or that any of the Released Parties have any liability (all of which is expressly denied by the Company) to Named Plaintiff or any Putative Collective Members on those claims, or any other claim, or that certification of a proposed collective action would be appropriate. Nothing in this Settlement or the Action shall be construed as an admission by Named Plaintiff that the Company's defenses in this Action have merit.

IV. DUTIES OF THE PARTIES TO PROMPTLY INITIATE THE ACTION AND MOVE FOR COURT APPROVAL

1. As soon as feasible after execution of this Settlement, Plaintiff will file a Complaint (in a form pre-approved by Counsel for the Company) to initiate the Action and move the Court for entry of the Approval Order. The Company will not oppose the Motion.
2. Prior to filing the Motion, Plaintiff's Counsel will also provide to the Company's Counsel the draft notice, draft motion for settlement approval, and draft approval order. No settlement documents will be filed by Plaintiff's Counsel absent approval by Counsel for the Company, which approval shall not be unreasonably withheld.
3. This Settlement shall be conditioned on Final Approval without material modification of the Approval Order.

4. Any disagreement among the Parties concerning the Settlement and its implementation will be referred to mediation if the Parties' good faith efforts to resolve the disagreement in person or by phone have failed.

V. CERTIFICATION OF THE COLLECTIVE ACTION FOR SETTLEMENT PURPOSES ONLY

1. For purposes of the Settlement only, the Parties stipulate that the Court may certify the Action as an FLSA opt-in collective action for all Putative Collective Members, under 29 U.S.C. § 216(b) (together, the "Certification Stipulation").
2. The Certification Stipulation is made solely for purposes of the Settlement. The Certification Stipulation is in no way an admission that collective certification is proper or that certification requirements would be established under governing law or by further discovery.
3. The existence and terms of this Settlement and the Certification Stipulation shall not be admissible in this or any other action or proceeding for any purpose, including as evidence that (i) the proposed collective or any other class or collective proceedings should be certified or not decertified; (ii) the Action or any other action should be certified as a class or collective action or not decertified; or (iii) the Released Parties are liable to Named Plaintiff, the Putative Collective Members, or any other putative class or collective action member; other than to enforce the terms of the releases, publicity, and non-admission provisions herein.

VI. APPOINTMENT AND DUTIES OF SETTLEMENT ADMINISTRATOR

1. Subject to the approval of the Court, the Settlement Administrator will perform the following duties in connection with administration of the Settlement: (i) using data and information provided by the Company to prepare the Notice Materials

and Settlement Checks; (ii) obtaining forwarding addresses for Putative Collective Members using appropriate methods described below; (iii) calculating the amounts due to each Putative Collective Member pursuant to the Settlement; (iv) mailing the Notice Materials and Settlement Checks to Putative Collective Members' home address and emailing the Notice Materials to Putative Collective Members' personal email address (if available based on the address listed in Company employment information systems); (v) tracking non-delivered Notice Materials and Settlement Checks and taking reasonable steps to re-send them to Putative Collective Members' current addresses; (vi) tracking and timely reporting to Plaintiff's Counsel and Counsel for the Company updates on the number and value of cashed Settlement Checks; (vii) resolving disputes (if any) by Putative Collective Members and notifying Plaintiff's Counsel and Counsel for the Company of such disputes and their resolution; (viii) establishing the QSF; (ix) disbursing all amounts payable from the QSF and handling all tax reporting and making all tax payments; (x) disbursing Plaintiff's Counsel's approved attorneys' fees and costs payment; (xi) notifying Counsel for the Plaintiff and Company of any Putative Collective Members who have submitted Claim Forms and Qualified Collective Members who have not cashed their Settlement Checks by the deadlines set forth below; (xii) monitoring the responses to the Settlement Notice (including tracking participation by number of Qualified Collective Members) and maintaining a toll-free number for Putative Collective Members, and (xiii) other duties as determined jointly by the Parties.

2. The Company will provide the Settlement Administrator and Plaintiff's Counsel with data necessary to perform the Settlement Administrator's duties.
3. All disputes relating to the Settlement Administrator's performance of its duties, after good faith efforts by the Parties to first resolve such disputes, will be referred to the Court, if necessary, which will have continuing jurisdiction over this Settlement until all payments and obligations contemplated by this Settlement have been fully carried out and thereafter to enforce the releases contained herein.

VII. NOTICE TO THE PUTATIVE COLLECTIVE MEMBERS OF THE SETTLEMENT AND CLAIMS PROCESS

1. Mailing the Notice Materials to the Putative Collective Members.
 - a. Within thirty (30) days after the Court enters the Approval Order, the Company will provide to the Settlement Administrator and Plaintiff's Counsel a list of each Putative Collective Member's name, last known physical address, personal email address (if identified in Company employment information systems), telephone number, and dates of employment during the Collective Period, and specifically including the total number of workweeks paid as a salaried, exempt Assistant General Manager, in Excel format during the period of February 13, 2022 through September 1, 2024. For the sole purpose of skip tracing, the Company shall provide the Settlement Administrator (and not Plaintiff's counsel) with social security numbers of the Putative Collective Members.
 - b. Within ten (10) days of Final Approval or as soon thereafter as the Settlement Administrator is able, the Settlement Administrator will mail, by first-class mail, the Notice Materials to all Putative Collective

Members to their last known physical address as listed in Company employment information systems, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement. The Settlement Administrator shall also send the agreed upon e-mail notice to Putative Collective Members on the same date to their last known e-mail address.

- c. The Settlement Administrator will use standard devices, including the National Change of Address database or equivalent, to obtain forwarding addresses prior to mailing and will use appropriate skip tracing (up to two attempts) to take appropriate steps to increase the probability that the Notice Materials will be received by all Putative Collective Members.
- d. Putative Collective Members shall have sixty (60) days from the date of the initial mailing of the Notice Materials (or 60 days after re-mailing if necessary, which circumstances shall be limited to loss or delay by the U.S. Postal Service, “return to sender” or otherwise undeliverable due to wrong or outdated address, but not loss or misplacement by the recipient) to submit a completed Claim Form to the Settlement Administrator by mail, e-mail, facsimile, or through the Settlement Administrator’s website (the “Claim Bar Date”). Named Plaintiff and Opt-In Plaintiffs shall not need to submit Claim Forms in light of their general release agreement in exchange for the General Release Payment provided for herein.
- e. The Settlement Administrator will send out reminder postcards twenty (20) days after the initial mailing (not re-mailing) of the Notice Materials,

reminding Putative Collective Members about the deadline to submit Claim Forms.

2. Settlement Notice

- a. The Settlement Notice mailed to Putative Collective Members will reference the amount included on the Settlement Check that the recipient is able to receive by timely submitting a completed Claim Form, and acknowledging the binding effect of the Released Claims.

3. Untimely Submissions

- a. Putative Collective Members must submit their completed Claim Forms by the Claim Bar Date and any untimely submitted Claim Forms will be rejected, unless the Putative Collective Member shows good cause as determined by agreement of Counsel for the Company and Plaintiffs' Counsel; insofar as the Parties are not able to reach agreement to this regard, the rejection or acceptance of the subject Claim Form will be determined by Martin Scheinman, Esq.
- b. No Settlement Check will be valid if cashed after the Check Cashing Period expires.

4. Reports by Settlement Administrator

- a. After mailing the Notice Materials to the Putative Collective Members, the Settlement Administrator will, on a weekly basis, provide updates to Plaintiff's Counsel and Counsel for the Company as to the number of Claim Forms submitted during the preceding week. To the extent practicable, the weekly updates shall also provide updated information

regarding Notice Materials that are returned as undeliverable and of any remaining efforts and results.

- b. After mailing of the Settlement Checks, the Settlement Administrator will, on a weekly basis, provide updates to Plaintiff's Counsel and Counsel for the Company as to the number of Settlement Checks cashed during the preceding week, and the total payment amount represented by those checks.

VIII. ATTORNEYS' FEES AND COSTS AND NAMED PLAINTIFF AND OPT-IN PLAINTIFFS' GENERAL RELEASE PAYMENTS

At the same time as the motion for approval or as part of that motion, Named Plaintiff and Plaintiff's Counsel may move the Court for an award of general release payments totaling \$50,000 from the Settlement Payment (\$7,000 for John Zatkan; \$6,500 each for Opt-In Plaintiffs Alexandra Blank, Toby Copenhaver, Richard Grimaldi, Steven Koehler, Tiffany McIlhenny, and Joseph Pall; and \$1,000 each for Opt-In Plaintiffs Victoria Cedeno, Abimael Colon, Scott Marfino, and Stephanie Taylor-Gonzalez) for their services on behalf of the Putative Collective Members ("General Release Payment"), in addition to their Settlement Shares, if any. Any portion of the General Release Payment requested, but not approved by the Court, shall be included in the Net Settlement Fund. At the same time as the motion for approval or as part of that motion, Named Plaintiff and Plaintiff's Counsel also will move the Court for an award of attorneys' fees of one-third (33.33%) of the Settlement Payment, plus actual out of pocket costs and expenses, exclusive of the Settlement Administrator's fees, which shall be paid from the Gross Fund. Any portion of the attorney's fees and costs requested that are not approved by the Court shall be included in the Net Settlement Fund. The Company will not oppose the motion for Plaintiffs' General Release Payment and Plaintiff's Counsel's attorneys' fees and costs to the

extent consistent with the terms set forth herein. If the Court does not approve the requested General Release Payment, attorneys' fees or costs, this Agreement shall nevertheless remain binding, but the general release described below will not be binding on Named Plaintiff and Opt-In Plaintiffs if they receive no General Release Payment (although they will be bound by the releases of the Released Claims and will be required to submit a Claim Form as a condition to receipt of any Settlement Share, if eligible).

IX. CREATION AND DISTRIBUTION OF THE QUALIFIED SETTLEMENT FUND

1. Within twenty-one (21) days after entry of the Approval Order, the Settlement Administrator shall inform the Company and Plaintiffs' Counsel of the amount of money necessary to fund the approved Attorneys' Fees and Costs, General Release Payment, and the Claims Administrator's fees and costs. No later than thirty (30) days after Final Approval, the Company shall fund one-half of the Settlement Administrator's fees (up to \$25,000) via wire transfer to the Claims Administrator. The amount wired shall be deposited into an interest-bearing escrow account to be opened, administered and controlled by the Claims Administrator. The account shall be opened and administered by the Claims Administrator as a "Qualified Settlement Fund" ("QSF") under Section 468B of the IRC and Treas. Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1, et seq. All Form W-2s issued pursuant to this Settlement shall be issued under the name of the QSF only and Settlement Checks shall be issued under the name of the QSF only.
2. By January 31, 2025 or within thirty (30) days after Final Approval if that does not occur by January 31, 2025, the Company shall fund one-half of the Gross Fund, which shall include payment for the general release awards, attorneys' fees and costs, the remaining balance of the Settlement Administrator costs, and a

portion of the Gross Fund to be paid to the Putative Collective Members who submit claim forms..

3. Within ten (10) days after the Claim Bar Date, the Claims Administrator shall provide the Company and Plaintiff's Counsel with an excel spreadsheet containing the list of all Qualified Collective Members and their individual respective settlement shares. On the same day, the Claims Administrator shall inform the Company of the amount necessary to fund the QSF to cover the total settlement amount claimed by the Qualified Collective Members and the amount of the Company's share of taxes. Within ten (10) days of receiving such information from the Claims Administrator, the Company shall fund the amount needed to cover the Qualified Collective Members' claimed settlement amounts (inclusive of payroll taxes) via wire transfer to the QSF.
4. If fewer than all Putative Collective Members submit timely completed Claim Forms, the Company shall not need to fund the QSF with the funds necessary to cover any respective settlement shares of Putative Collective Members who did not submit a timely and completed Claim Form. If fewer than all Qualified Collective Members cash their Settlement Checks, the Settlement Share amount allocated to each Qualified Collective Member who does not timely cash his or her Settlement Check shall revert back to the Company. The Settlement Administrator shall wire the amount for any uncashed Settlement Checks to the Company within thirty (30) days after the Check Cashing Period expires.
5. Payments from the QSF to Named Plaintiff and Opt-In Plaintiffs for any approved General Release Payment and to Plaintiffs' Counsel for any approved attorneys'

fees and costs will be made by the Settlement Administrator within five days after the Company funds the first half of the Gross Fund.

X. CALCULATING THE SETTLEMENT SHARES

1. Each Putative Collective Member shall be eligible to receive a payment from the Net Settlement Fund.
2. Each Putative Collective Member's Settlement Share will be calculated as follows:
 - a. Net Settlement Fund divided by total number workweeks worked by Putative Collective Members as a salaried, exempt Assistant General Manager, during Collective Period to obtain "Per Workweek Amount." To obtain each individual Putative Collective Member's Settlement Share, the Settlement Administrator shall multiply the Per Workweek Amount by the total number of workweeks worked by each respective Putative Collective Member as a salaried, exempt Assistant General Manager during the Collective Period.
 - b. Because the Settlement Shares include sums in settlement of claims for wages, interest, liquidated damages, and penalties, fifty percent (50%) of each Settlement Share is intended to constitute a settlement of a claim for unpaid wages, for which the Settlement Administrator will issue a Form W-2 to the Qualified Collective Member under the name of the QSF only, and payroll tax withholding and deductions will be taken; and the remaining fifty percent (50%) of each Settlement Share is intended to constitute a settlement of claims for interest, liquidated damages, and penalties, for which no payroll tax withholding and deductions will be

taken and the Settlement Administrator will issue a Form 1099 to the Qualified Collective Member. Qualified Collective Members are responsible for all federal, state, and local tax liabilities that may result from such Settlement Share payments subject to reporting on a Form 1099 and Form W-2, and the Released Parties shall bear no responsibility for such liabilities. The Company's share of employer's payroll tax obligations on the wage portion of the Settlement Shares paid to Qualified Collective Members shall be calculated by the Settlement Administrator and paid directly from the Settlement Fund. The Company and/or any other Released Parties shall not pay or be required to pay any amount in connection with employer payroll taxes above and beyond the Settlement Payment which is intended to include all such tax obligations.

- c. Any approved General Release Payment to Named Plaintiff and Opt-In Plaintiffs, which are not payments of wages, and Plaintiff's Counsel's approved attorneys' fees and costs payment, shall be reported on Form 1099s to Named Plaintiff and Opt-In Plaintiffs, and Plaintiffs' Counsel, respectively. The Settlement Administrator shall wire Plaintiffs' Counsel's approved attorneys' fees and costs to Shavitz Law Group, P.A. Named Plaintiff, Opt-In Plaintiffs, and Plaintiffs' Counsel are respectively responsible for all federal, state, and local tax liabilities that may result from such payments and the Company and/or any other Released Parties shall bear no responsibility for such liabilities.

- d. The Settlement Administrator will report all payments to government authorities including the IRS as required by law, and shall make all legally required deductions, withholdings and/or employment tax payments out of the QSF.
- e. The Company, Counsel for the Company, and Plaintiff's Counsel make no representations with respect to the taxability of any payments pursuant to this Settlement, the Settlement Notice will advise Putative Collective Members to seek their own tax advice as necessary, and the Parties agree that each Putative Collective Member will have sufficient opportunity to seek such advice after receiving the Settlement Notice.

XI. NO EFFECT ON OTHER BENEFITS

The Settlement Shares and General Release Payments will not create any credit or otherwise affect the calculation of benefits provided under any benefit or compensation plan or program provided by the Company (such as 401(k), pension, bonus, severance, or deferred compensation plans), and no payment made pursuant to this Settlement will be compensation for purposes of such plans/programs, require any contribution or award under such plans/programs, or otherwise require or modify coverage, contributions, or benefits under such plans/programs, and the Qualified Collective Members will be deemed to have waived all such benefit or compensation plan or program claims, whether known or unknown by them, as part of their releases of claims under this Settlement.

XII. RELEASE OF CLAIMS BY THE NAMED PLAINTIFF AND OPT-IN PLAINTIFFS, QUALIFIED COLLECTIVE MEMBERS, AND PLAINTIFFS' COUNSEL

- 1. **Named Plaintiff and Opt-In Plaintiffs' Released Claims:** In consideration of and in receipt of the General Release Payment, the Named Plaintiff and Opt-In

Plaintiffs, on behalf of themselves and their heirs, successors, and assigns, hereby forever release and discharge, through the date of their execution of this Stipulation, the Released Parties from any and all claims, obligations, causes of action, actions, demands, rights, and liabilities of every kind, nature and description, whether known or unknown, whether anticipated or unanticipated, arising prior to the date of execution, including but not limited to those claims which: (a) were pled in the Action at any time; and/or (b) could have been pled in the Action, including all claims based on any of the following: (i) alleged failure to pay any type of overtime wages, (ii) alleged failure to pay any type of earned or minimum wages, (iii) any other alleged state or federal wage-and-hour violation, (iv) alleged discrimination, retaliation, harassment, or wrongful discharge, and (v) any statutory, constitutional, regulatory, contractual or common law employment-related claims for wages, damages, restitution, equitable relief, or litigation costs; and (c) this release includes but it not limited to any and all of the following based on any of the matters released by the foregoing: penalties, liquidated damages, punitive damages, attorneys' fees, litigation costs, restitution, and equitable relief. For the avoidance of doubt, this is a complete and general release of all possible claims to the maximum extent allowed under the law, whether related to their employment with Company or otherwise. Opt-In Plaintiffs shall need to execute the Full Waiver and General Release Agreement to receive their General Release Payment.

2. **Released Claims.** "Released Claims" means: any and all federal and state (e.g. state, county or municipal law) unpaid overtime claims that accrue during

employment with the Company as exempt-classified Assistant General Managers during the Collective Period, and relating back three years (September 1, 2021 through September 1, 2024), including related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.

3. Named Plaintiff and Opt-In Plaintiffs and each Qualified Collective Member shall, to the fullest extent permitted by law, fully and completely release any and all Released Claims and shall also be barred (individually, as a representative member of any class, and through any collective proceedings) from filing any civil action, lawsuit, grievance, demand for arbitration, charge, claim, and/or administrative complaint against any of the Released Parties, based upon or arising out of, or related to, any such Released Claims.

XIII. FULL COOPERATION

The Parties will fully cooperate with each other and use reasonable efforts, including all efforts contemplated by this Settlement and any other efforts ordered by the Court, to accomplish the terms of this Settlement, including but not limited to, executing such documents and taking such other action as may reasonably be necessary to obtain approval of this Settlement without material modifications and to implement its terms.

XIV. NO PRIOR ASSIGNMENTS

Plaintiff represents, covenants, and warrants that he has not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any claims, causes of action, demands, rights, and liabilities of every nature and description released under this Settlement.

XV. NOTICES

Unless otherwise specifically provided by this Settlement, all notices, demands or other communications given under this Settlement will be in writing and be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return-receipt requested, or as of the first business day after it is deposited with an overnight delivery service, addressed as follows:

To Plaintiff and Putative Collective Members:

Gregg Shavitz, Esq.
Shavitz Law Group, P.A.
951 Yamato Road, Suite 285
Boca Raton, Florida 33431

To the Company:

Debra M. Leder, Esq.
Akerman LLP
201 E. Las Olas Boulevard, Suite 1800
Fort Lauderdale, FL 33301

XVI. CONSTRUCTION

This Settlement is the result of lengthy, arms-length negotiations between the Parties. This Settlement will not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Stipulation and related documents.

XVII. CAPTIONS AND INTERPRETATIONS

Section titles, headings, or captions contained in this Stipulation are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any of its provisions. Each other term of this Stipulation is contractual and not merely a recital.

XVIII. MODIFICATION/WAIVER

This Stipulation may not be changed, altered, or modified, except in writing and signed by the Parties and approved by the Court. This Settlement may not be discharged except by performance in accordance with its terms as approved by the Court or by a writing signed by the Parties. No waiver of any term or provision of this Stipulation shall be binding unless in writing and signed by the waiving Party.

XIX. CIRCULAR 230 DISCLAIMER

Each Party acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure made to that Party by another Party or by another Party's attorneys or other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); and (2) each Party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other Party to avoid any tax penalty that may be imposed on that Party.

XX. APPLICABLE LAW

All terms and conditions of this Stipulation and its exhibits will be governed by and interpreted according to the laws of the state of Florida, without giving effect to any conflict of law or choice of law principles.

XXI. INTEGRATION CLAUSE

This Stipulation and its exhibits constitute the entire agreement between the Parties and their respective counsel relating to the Settlement and transactions contemplated by the Settlement. All prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or a Party's counsel, are merged into this Stipulation. No rights under this Stipulation may be waived except in writing.

XXII. BINDING ON ASSIGNS

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

XXIII. SEVERABILITY

Should any part, term or provision of this Stipulation be declared or determined by any court or other tribunal of appropriate jurisdiction to be invalid or unenforceable, the court making such determination shall have the power to limit the part, term or provision, to delete specific words or phrases from those parts, terms or provisions, or to replace any that invalid or unenforceable part, term or provision with a part, term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable part, term or provision.

XXIV. ATTORNEYS' FEES

In any court proceeding to enforce or construe this Stipulation, the prevailing Party shall be entitled to recover its costs and attorney's fees. The Parties shall bear all their own attorneys' fees and costs in connection with the Action, the Settlement, and the Stipulation, except as specified above.

XXV. COUNTERPARTS

This Stipulation 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 Stipulation, which will be binding upon and effective as to all Parties, subject to Court approval. This Stipulation may be executed by facsimile and/or pdf electronic signatures, which shall have the same force and effect as if they were original signatures.

XXVI. PUTATIVE QUALIFIED COLLECTIVE MEMBERS BOUND BY SETTLEMENT

Because of the number of Putative Collective Members likely to become Qualified Collective Members, it is impractical to have each Qualified Collective Member execute this Settlement. The Settlement Notice will inform all Putative Collective Members of the binding nature of the releases described above.


XXVII. PARTIES' AUTHORITY TO SIGN

The signatories to this Stipulation hereby represent that they are fully authorized to enter into this Stipulation on behalf of themselves or their respective principals.

EXECUTION BY PARTIES

The Parties hereby execute this document to evidence their acceptance of an agreement to the Stipulation.

DATED: 10/07/2024

By: 
John Zatko, Named Plaintiff

DATED: 10/23/2024


By: 
Trulieve Cannabis Corp.
Chief Legal Officer

EXHIBIT A

**CIRCUIT COURT IN THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

-----X
JOHN ZATKO, on behalf of himself and others :
similarly situated, :
 :
 :
Plaintiff, :
 :
 : No. 50-2024-CA-010623-XXXXA-MB
v. :
 :
 :
TRULIEVE CANNABIS CORP., :
 :
 :
Defendant. :
-----X

**AGREED ORDER ON UNOPPOSED MOTION FOR APPROVAL OF COLLECTIVE
ACTION SETTLEMENT AND ISSUANCE OF NOTICE TO THE SETTLEMENT
COLLECTIVE AND TO DISMISS ACTION WITH PREJUDICE**

THIS MATTER came before the Court upon Plaintiff’s Unopposed Motion for Approval of Collective Action Settlement and Issuance of Notice to the Settlement Collective and to Dismiss Action with Prejudice. Having reviewed the Motion and all accompanying papers, and the Court being otherwise fully advised, it is

ORDERED AND ADJUDGED as follows:

Plaintiff’s Motion is GRANTED. The Court finds that the settlement reached by the Parties in this FLSA action is fair, reasonable, and just.

1. The Settlement Agreement is APPROVED.
2. This Action is DISMISSED WITH PREJUDICE.
3. Without affecting the finality of this Order in any way, this Court RETAINS JURISDICTION over the Parties to this action for the purpose of the administration and enforcement of the Settlement until the conclusion of the settlement administration process.

4. The case is closed and all other pending motions are denied as moot.

DONE AND ORDERED, in Chambers, in Palm Beach County, in the Fifteenth Judicial Circuit, this _____ day of _____, 2024.

Honorable Gregory M. Keyser
Fifteenth Judicial Circuit of Florida

Conformed copies to:

Gregg I. Shavitz, Esq.; E-mail: gshavitz@shavitzlaw.com; SHAVITZ LAW GROUP, P.A., 951 Yamato Road, Suite 285, Boca Raton, FL 33431; Telephone: (561) 447-8888; Facsimile: (561) 447-8831.

Debra M. Leder, Esq.; E-mail: debra.leder@akerman.com; AKERMAN LLP, 201 E. Las Olas Boulevard, Suite 1800, Fort Lauderdale, FL 33301; Telephone: 954) 463-2700; Facsimile: (954) 463-2224.

EXHIBIT B

NOTICE OF SETTLEMENT OF UNPAID WAGE LAWSUIT INVOLVING TRULIEVE ASSISTANT GENERAL MANAGERS

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

- A settlement has been entered to resolve a lawsuit on behalf of current or former exempt-classified and salary-paid Assistant General Managers (referred to in this Notice as “AGMs”) at Trulieve.
- On [REDACTED], Plaintiff filed a lawsuit seeking alleged unpaid wages for exempt-classified AGMs. The lawsuit claimed Trulieve should have paid AGMs on an hourly basis and paid them overtime wages. Trulieve denies the allegations in the lawsuit. Trulieve claims that the AGMs were properly classified and paid as salaried, exempt employees in accordance with the law, and that overtime wages are not owed.
- This Notice describes important terms of the Joint Stipulation of Collective Action Settlement and Release (“Agreement”). You are receiving this Notice because Trulieve’s records indicate you worked as an exempt-classified AGM for at least one week between February 13, 2022 and September 1, 2024 (the “Collective Period”), in the state of Arizona, Florida, Georgia, Maryland, Pennsylvania and/or West Virginia, and are not believed to have signed an arbitration agreement with a waiver to participate in a class/collective and/or judicial action.
- You may participate in the Settlement by submitting the enclosed Claim Form and Release by **[60 days from mailing]**.
- If you participate in the Settlement, you will receive a settlement payment of \$ [REDACTED], which is based on the number of weeks you worked as a salaried, exempt AGM for Trulieve during the Collective Period. Half of your payment will be subject to deductions for payroll taxes and other legally required withholdings. The other half of your payment will be treated as non-wage income.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

SEND IN THE ENCLOSED CLAIM FORM AND RELEASE.	Receive a settlement payment. Give up certain overtime claims. By completing the enclosed Claim Form and Release and sending it to the proper address by [60 days from mailing] , you will be paid the amount described above and you will be bound by the Judgment entered by the Court. You will also give up the right to sue Trulieve for claims arising from the facts alleged in the Lawsuit.
DO NOTHING.	You do not give up any rights; however, you will not receive any payment under the settlement.

What is this lawsuit and who is involved?

In this Lawsuit, former AGMs allege they worked more than 40 hours per week but were not paid overtime wages. Rather, they claim that they were only paid a salary and that they are owed overtime wages for the hours they worked above 40 in a workweek. Plaintiff brought the case as a collective action on behalf of all AGMs who worked for Trulieve within the Collective Period.

Trulieve denies these allegations and contends that all AGMs were properly compensated for all hours worked and were not eligible for overtime pay.

The Parties agreed to settle the disputed claims. The Court has not made any determination as to the merits of Plaintiff’s alleged claims or as to Trulieve’s defenses.

How do I receive a settlement payment?

You must complete and return the enclosed Claim Form and Release to the Claims Administrator. A pre-paid envelope is enclosed for you to use to submit the Claim Form and Release.

You may also send the completed Claim Form and Release by e-mail at **info@ardenclaims.com** or by fax to **516-888-3501**.

You can also go to **WEBSITE** to submit your Claim Form and Release.

If you lose the pre-paid envelope, you may mail the completed Claim Form and Release to

**Trulieve Cannabis Corp. Assistant General Manager Settlement
c/o Arden Claims Service LLC**

PO Box 1015
Port Washington, NY 11050
Tel: 877-623-2703 | Fax: 516-888-3501
E-mail: info@ardenclaims.com
Website:

Your payment will be sent to you directly at the address to which this Notice was sent. If your address changes, please call **877-623-2703**. It is your responsibility to keep an updated address on file with the Claims Administrator.

What am I giving up in exchange for a settlement payment?

Once you submit your Claim Form and are sent a payment, you cannot sue Trulieve or any of the Released Parties for claims asserted or which could have been asserted in the Lawsuit for unpaid wages that accrued during your employment as an exempt-classified AGM during the Collective Period, and relating back three years (September 1, 2021 through September 1, 2024). The release of claims also includes all state and federal claims for unpaid overtime wages, and related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.

You will be forever barred (individually, as a representative member of any class, and through any collective proceedings) from filing any civil action, lawsuit, grievance, demand for arbitration, charge, claim, and/or administrative complaint against Trulieve or any of the Released Parties, based upon or arising out of, or related to, any such claims.

Can I get more information about the Settlement?

If you would like more information about the Settlement, you may contact the Settlement Administrator, Arden Claims Service, at:

Trulieve Cannabis Corp. Assistant General Manager Settlement
c/o Arden Claims Service LLC
PO Box 1015
Port Washington, NY 11050
Tel: 877-623-2703 | Fax: 516-888-3501
E-mail: info@ardenclaims.com
Website:

Who are the attorneys who represent the Named Plaintiff?

The Shavitz Law Group, P.A. represents the Named Plaintiff and have negotiated the settlement terms. As part of the Settlement, the firm will be paid one-third of the Settlement to compensate them for their attorneys' fees, plus their out-of-pocket costs and expenses, for litigating and settling the Lawsuit. You will not have to pay the attorneys any of their fees, costs or expenses.

You may contact the Shavitz Law Group, P.A. with any questions about this settlement at info@shavitzlaw.com or 800-616-4000.

**SAMPLE RECORD
322 MAIN ST
PORT WASHINGTON, NY 11050**

CLAIM FORM AND RELEASE

Zatko. v. Trulieve Cannabis Corp., No. _____

DEADLINE: To receive your settlement payment, you must complete, sign, and return this Claim Form. Your Claim Form must be postmarked or submitted by **[60 days from mailing]**.

RETURN THIS CLAIM FORM BY MAIL, EMAIL, FAX, OR ONLINE TO:

**Trulieve, Cannabis Corp. Assistant General Manager Settlement
c/o Arden Claims Service LLC
PO Box 1015
Port Washington, NY 11050
Tel: 877-623-2703 | Fax: 516-888-3501
E-mail: info@ardenclaims.com
Website:**

CHANGE OF ADDRESS: If you change your address, please inform the Claims Administrator of your new address to ensure processing of your claim and mailing of your settlement check to the correct address. It is your responsibility to keep a current address on file with the Claims Administrator.

CONSENT TO JOIN & AGREEMENT TO BE BOUND TO RELEASE: I agree to be bound by the collective action settlement and release approved by the Court as contained in the settlement agreement. I hereby designate the Shavitz Law Group, P.A. to represent me in this action.

ACKNOWLEDGMENT OF RELEASED CLAIMS: I fully and completely release any and all federal and state (e.g. state, county or municipal law) unpaid overtime claims that have accrued during my employment with Trulieve as an exempt-classified Assistant General Manager at any time during the period of September 1, 2021 through September 1, 2024, including related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses. I further acknowledge that I shall be forever barred (individually, as a representative member of any class, and through any collective proceedings) from filing any civil action, lawsuit, grievance, demand for arbitration, charge, claim, and/or administrative complaint against Trulieve or any of the Released Parties, based upon or arising out of, or related to, any such claims.

Signature: _____ Date: _____

Print: _____
First Middle Last

Former (Maiden) Names worked under, if any: _____

Note: Your address and other identifying information will be kept confidential and will not be filed with the Court.

Street Address _____

City _____ State _____ Zip Code _____

E-mail Address: _____

Home phone: _____ Cell phone: _____

Trulieve Cannabis Corp. Assistant General Manager Settlement
c/o Arden Claims Service LLC
PO Box 1015
Port Washington, NY 11050

Return Service Requested

SAMPLE RECORD
322 MAIN ST
PORT WASHINGTON, NY 11050



Website:

Your Claimant ID is:

U%Xa2018

For Claims Administrator Use Only:

