UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

EDWARD GORMAN, *on behalf of himself and on behalf of all others similarly situated*,

Plaintiff,

v. **CASE NO.: 8:20-cv-02275-CEH-AEP**

WHELAN EVENT STAFFING SERVICES, INC.,

Defendant.
_____/

PLAINTIFF'S UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Plaintiff, Edward Gorman ("Named Plaintiff"), pursuant to Fed.R.Civ.P. 23, files this Unopposed Motion for Final Approval of the Parties' Class Action Settlement (the "Motion"), with incorporated Memorandum of Law.

The Court has already preliminarily approved the Parties' Settlement Agreement. (Doc. 77). After preliminary approval was granted, notice was mailed to class members in accordance with the Court's Preliminary Approval Order. The reaction has been overwhelmingly positive. In fact, zero objections have been made and zero exclusions received. Over 1,445 class members have filed claims thus far. Thus, the reaction from class members has been overwhelmingly positive. Practically speaking, little has changed since the Court issued the Order granting

preliminary approval, confirming the Settlement is fair, reasonable, adequate, and warrants final approval. A proposed order is attached hereto as Exhibit A.

I. BACKGROUND AND OVERVIEW OF LITIGATION.

A. The Claims and Case Background.

On or about July 1, 2020, Named Plaintiff filed this putative class action lawsuit (the "FCRA Litigation") asserting claims against Defendant Whelan Event Staffing Services, Inc. ("WESS") under the Fair Credit Reporting Act on behalf of himself and on behalf of a proposed class of similarly situated individuals. In the Complaint, Named Plaintiff alleges, among other things, that WESS willfully violated the Fair Credit Reporting Act ("FCRA") under 15 U.S.C. § 1681b(b)(2). WESS has denied any liability and continues to do so.

By way of background, in June 2019, Named Plaintiff sought employment to work for WESS at Tropicana Field. (Doc. 18, ¶ 27). On June 20, 2019, Named Plaintiff completed WESS's pre-hiring paperwork, including documents regarding WESS's intent to obtain a consumer report on Named Plaintiff. (Doc. 18, ¶ 28). As part of its hiring processes, WESS uses background checks for employment purposes, and thus is subject to certain requirements of the FCRA. (Doc. 18, ¶ 4).

Based upon, among other things, WESS's pre-hiring paperwork, which Named Plaintiff construed to be violative of the FCRA, Named Plaintiff filed his original Complaint in July 2020, and then an Amended Complaint on October 22, 2020 (Doc. 18), which includes five separate counts. As is relevant for purposes of this Motion, in Count I of the Amended Complaint, Named Plaintiff brought a

nationwide class claim against WESS under 15 U.S.C. § 1681b(b)(2) for its alleged willful failure to provide to applicants a standalone disclosure of its intent to obtain consumer reports for employment purposes, and alleged failure to obtain written authorization to obtain such reports. (Doc. 18, ¶ 10). The class for this claim is referred to as the "Disclosure Class" in the Amended Complaint and is defined as: "All consumers in the United States who applied for a position or promotion at [WESS] for the period five years before the filing of this lawsuit." (Doc. 18, ¶ 147).[1]

In terms of a procedural overview, this action was originally filed in state court on July 1, 2020. WESS removed the action to this Court on September 28, 2020. (Doc. 2). WESS filed its Motion to Dismiss on November 19, 2020. (Doc. 24). Both parties exchanged extensive written discovery, including answers to interrogatories and responses to requests for production. Depositions were tentatively set to occur sometime after mediation had the action not settled at the May 28, 2021 mediation.

The parties mediated this action twice, first on May 5, 2021, then again on May 28, 2021. With the assistance of one of the nation's most-highly regarded

[1] Count II of the Amended Complaint asserts a claim against WESS under 15 U.S.C. § 1681b(b)(3) because WESS allegedly failed to provide Named Plaintiff with a copy of the background report or a summary of rights under the FCRA before taking an adverse employment action. (Doc. 18, ¶ 11). It was later determined that, unlike Name Plaintiff's b(b)(2) claim, Named Plaintiff's b(b)(3) claim was not well-suited for class treatment due to facts unique to Named Plaintiff's particular situation. The Parties want the Court to know that they settled Mr. Gorman's individual claim for violation of 15 U.S.C. 1681b(b)(3) on a confidential basis not made part of the class settlement. The remaining counts of the Amended Complaint, Counts III, IV, and V, are brought only against Defendant Datamaxx, not WESS. Each of these claims has since been resolved.

FCRA class action mediators, David N. Anthony, the parties reached a class-wide settlement for which they now seek Court approval. The parties attempted to track two similar FCRA class-action settlements this Honorable Court recently approved, including in *Harake v. Trace Staffing, Inc.* (8:19-cv-00243-CEH-CPT) (Doc. 55) (Judge Honeywell Order granting final approval of claims-made settlement in similar FCRA case), and *Twardosky v. Waste Management, Inc. of Florida, et al* 8:19-cv-02467-CEH-TGW (Doc. 57) (Judge Honeywell order granting final approval of claims-made settlement in similar FCRA case).

In sum, the parties submit that, for the same reasons the *Harake* and *Twardosky* settlements were approved, so too should this settlement be granted final approval.

B. Mediation And Settlement Agreement.

As explained above, the parties mediated this action twice, first on May 5, 2021, then again on May 28, 2021. At the second mediation, which went well into the evening of a holiday-weekend, the parties reached a tentative class-wide settlement that, if approved, will consist of approximately 29,202 members. The parties thereafter executed an Amended Joint Stipulation of Class Settlement Agreement attached to this Motion as Exhibit B (the "Agreement"). The settlement class is defined as follows:

> Background Check Class: All individuals in the United States who applied for any position with Whelan Event Staffing Services, Inc. and were presented with a background check disclosure form during the period July 1, 2018 through the date of preliminary approval by the Court.

The Amended Agreement, subject to final Court approval, provides for settlement under the following key terms:

- WESS agrees to establish a gross Settlement Fund in the amount of $750,000.00;
- Every Settlement Class Member that timely submits a claim will receive a gross payment of approximately $25.68, resulting in a net payment of approximately $15.12;[2]
- Payment from the Settlement Fund of the cost of notice and administration;
- Payment from the Settlement Fund of Class Counsel's attorney's fees in an amount of one-third of the common fund ($250,000), plus reasonable litigation costs totaling $4,589.05, which WESS does not oppose.

C. The Court's Order granting Preliminary Approval of the Settlement.

On November 1, 2021, the Court entered its original Order granting preliminary approval of the Parties' class action settlement. (*See* Doc. 63). After the Court entered its Order, Defendant began compiling the necessary information to provide to the settlement administrator so notice could be mailed to class members, including names and addresses. During that process, Defendant's counsel learned that the class size consists of 12,600 additional individuals. So, whereas before the class included 16,600 total class members, the new class size is comprised of 29,202 class members. As a result, the Parties agree that, based on

[2] $750,000 - $250,000.00 in attorneys fees' and costs - $49,999 administrative costs - $4,589.05 in litigation costs = $445,411.95 / 29,202 class members = $15.25 net payment to class members who file claims.

the new class size, the total common fund should be increased to $750,000.00, as set forth below. Thus, the Parties executed an Amended Class Action Settlement (*see* Doc. 68-2), and then asked the Court to grant preliminary approval of their Amended Class Action settlement as to the larger settlement class and larger common fund. (*See* Doc. 68).

On October 17, 2022, this Court issued an order preliminarily approving the Amended Class Action Settlement Agreement between Plaintiff, on behalf of the Settlement Class, and Defendant. (Doc. 77.) In that Order, the Court determined that the Amended Settlement's terms are "fair, reasonable, and adequate." (*Id.*, p. 2, ¶ 2). Following entry of that Order, and as further explained by the attached sworn declaration from the Settlement Administrator, Notice was mailed out to the Settlement Class Members.

D. Notice And Administration.

The Parties utilized a private, Court-approved third-party vendor, American Legal Claim Services, LLC ("ALC") to notify the Settlement Class of the settlement and to provide settlement administration services. The Parties agreed that the expense of providing notice to the Settlement Class and administering the settlement would be paid from the Settlement Fund.

On November 18, 2022, the Settlement Administrator mailed the Court approved Class Notice and Claim Form by first class-regular U.S. Mail to all class members. (Declaration of American Legal Claims employee, Mark Unkefer, ¶ 3). The Settlement Administrator made extensive efforts to ensure notice reached the

maximum number of class members possible, including multiple re-mailings after address searches. (Declaration of Mark Unkefer, ¶¶4-5).

The Notices informed Settlement Class members of: (1) the material terms of the Settlement Agreement; (2) their right to object and how to do so; (3) their right to exclude themselves by opting out and how to do so; (4) that they will be bound by the Settlement Agreement if they do not opt out; (5) the date, time and location of the final fairness hearing scheduled by the Court; and (6) that the Court retains the right to reschedule the final fairness hearing without further notice.

The Class Notices also directed recipients to the settlement website which contained additional information about the Settlement and provided a toll-free number that provided additional information. These extensive efforts to provide notice to the Settlement Class are "the best notice that is practicable under the circumstances." Fed. R. Civ. P. 23(c)(2)(B).

E. Class Action Fairness Act Notice.

The Settlement Administrator caused notice of the proposed settlement to be served upon the appropriate federal and state officials, as required by the Class Action Fairness Act of 2005 ("CAFA").

F. Class Members Overwhelmingly Support the Settlement.

Members of the Settlement Class support the Settlement. The deadline for exclusions and objections is January 6, 2023. The claims deadline is February 1, 2023. Thus far, there are zero requests for exclusion and zero objections. (Declaration of Mark Unkefer, ¶¶ 7-8). In fact, 1,445 Class Members submitted Claims forms. (Declaration of Mark Unkefer, ¶ 9). This claims rate, combined with the complete absence of any objections or requests for exclusion, reflects an overwhelmingly positive reaction to the Settlement.

G. Attorneys' Fees and Expenses.

Pursuant to the Settlement Agreement, Class Counsel is authorized to petition the Court for up to $250,000, or approximately one-third of the Settlement Fund as attorneys' fees, plus reasonable costs. Plaintiff will file a separate fee petition. Defendant agrees not to oppose the amount of fees and costs sought by Class Counsel up the above-identified amount.

II. FINAL APPROVAL OF THE SETTLEMENT IS WARRANTED.

A. The Class Has Already Been Certified.

The Court has already determined this action was proper for resolution on a class wide basis pursuant to Rule 23(a) and 23(b)(3). (*See* Doc. 77). Since the Court's Preliminary Approval Order, no objections addressing class certification were received. Thus, there is no reason to re-visit the Court's prior ruling.

B. Notice to the Class under Fed.R.Civ.P. 23(e)(1).

Under Fed.R.Civ.P. 23(e)(1), Courts typically first analyze the notice to the class. As to the manner of providing notice, Federal Rule of Civil Procedure

23(c)(2)(B) provides, in pertinent part, that, "[f]or any class certified under Rule 23(b)(3) the Court must direct to class members the best notice practicable under the circumstances including individual notice to all members who can be identified through reasonable effort." An individual mailing to each class member's last known address has been held to satisfy the "best notice practicable" test. *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974) (noting that individual mailings satisfy Rule 23(c)(2)).

Here, the Settlement Administrator exceeded these requirements by send out the Court-approved short form version of the notice to all class members via U.S. Mail. That notice included all information required by Fed.R.Civ.P. 23(e)(1) and 23(c)(2)(B), including a link to the long-form version of the notice as well as the 1-800 informational number, along with all of the other required information. Thus, notice was sufficient.

C. Final Approval is Appropriate Under Fed.R.Civ.P. 23(e)(2).

Under Rule 23(e)(2), Courts look to whether: (1) the class representatives and class counsel have adequately represented the class; (2) the proposal was negotiated at arm's length; (3) the relief provided for the class is adequate, and (4) the proposal treats class members equitably relative to each other. This standard is satisfied here, and the Court should enter a Final Order approving the Class Action Settlement Agreement

1. The Class Representative and Class Counsel Have Adequately Represented the Class.

There is no question that the Named Plaintiff, Edward Gorman, and the undersigned have adequately represented the class. This first Rule 23(e)(2) requirement encompasses two separate inquiries: (1) whether any substantial conflicts of interest exist between the representatives and the class; and (2) whether the representatives will adequately prosecute the action. *Busby v. JRHBW Realty, Inc.*, 513 F.3d 1314, 1323 (11th Cir. 2008).

Here, the adequacy-of-representation requirement has been met. The Named Plaintiff, Edward Gorman is adequate given that his interests are equivalent to those of the Settlement Class. He was actively involved in this case from its inception, including providing the original documents supporting the allegations from the Complaint, providing input and approval to the filing of the Complaint, participating in settlement discussions, and also attended the mediations. Furthermore, there is also no obvious conflict of interest between the Named Plaintiff and the Settlement Class. He, along with his counsel, secured a high six-figure settlement from a highly sophisticated Defendant in favor of the class members he represents.

With respect to Class Counsel, the proposed attorneys have extensive class action experience, as detailed in the previously filed declarations by class counsel (*see* Docs. 68-3, 68-4), and also in the attached declaration filed by the undersigned. In fact, the undersigned have been appointed as class counsel in class actions throughout the country, including in some of the largest FCRA class action cases ever litigated. When, as here, the Settlement Class is represented by

counsel who have significant experience in class-action litigation and settlements, and no evidence of collusion or bad faith exists, the judgment of the litigants and their counsel concerning the adequacy of the settlement is entitled to deference. *See, e.g., Hugo on behalf of BankAtlantic Bancorp, Inc. v. Levan*, No. 08-61018-CIV, 2011 WL 13173025, at *10 (S.D. Fla. July 12, 2011)("The view of the attorneys actively conducting the litigation regarding the appropriateness of a proposed settlement is "entitled to significant weight"); *see also Int'l Union, United Auto., Aerospace, & Agric. Implement Workers of Am. v. Gen. Motors Corp.*, 497 F.3d 615, 635 (6th Cir. 2007) ("In deciding whether the settlement is fair, reasonable, and adequate, the Court must look to the opinions of class counsel and class representatives."). Simply put, the Settlement satisfies Rule 23(e)(2)'s adequacy component.

2. The Settlement Is the Product of Arm's-Length Negotiations Between Experienced Counsel Before a Neutral Mediator.

The next Rule 23(e)(2) factor is also satisfied because the proposed Settlement, and the record in this case, show that the Settlement Agreement was the product of extensive and detailed arm's-length negotiations between the parties and their counsel at two separate mediations.

Not only that, but the parties also used a highly respected mediator in this case, David Anthony, Esq., who has extensive experience both defending and mediating FCRA class action lawsuits like this. Mr. Anthony's involvement as the mediator also supports finding the settlement fair, reasonable, and adequate. *See*

Fed. R. Civ. P. 23(e)(2)(B), Committee Notes on Rules–2018 Amendment ("[T]he involvement of a neutral or court- affiliated mediator … may bear on whether [negotiations] were conducted in a manner that would protect and further the class interests"); *accord Poertner v. Gillette Co.*, 618 F. App'x 624, 630 (11th Cir. 2015); *see also Perez v. Asurion Corp.*, 501 F. Supp. 2d 1360, 1384 (S.D. Fla. 2007) (concluding that class settlement was warranted because it was overseen by "an experienced and well-respected mediator").

Moreover, as stated above, all counsel involved in the negotiations are experienced in handling class action litigation and complex litigation and are clearly capable of assessing the strengths and weaknesses of their respective positions. *Pierre-Val v. Buccaneers Ltd. P'ship,* No. 8:14-cv-01182-CEH, 2015 WL 3776918, at *2 (M.D. Fla. June 17, 2015) ("courts should give weight to the parties' consensual decision to settle class action cases, because they and their counsel are in unique positions to assess the potential risks"). Where there "is no evidence of any kind that the parties or their counsel have colluded or otherwise acted in bad faith in arriving at the terms of the proposed settlement … counsel's informed recommendation of the agreement is persuasive that approval is appropriate." *Strube v. American Equity Inv. Life Ins. Co.*, 226 F.R.D. 696, 703 (M.D. Fla. 2005).

3. The Settlement Provides Adequate Relief to the Class Members.

The relief to Settlement Class Members satisfies the third Rule 23(e)(2) factor. The $750,000 common fund settlement secured by Plaintiff for the

Settlement Class Members falls well within the range of reasonableness in this case. It is also a substantial percentage of the estimated recovery Plaintiff's counsel estimated could be recovered if successful in litigating the case through trial (exclusive of attorneys' fees and costs). *See, e.g., Behrens v. Wometco Enters., Inc.*, 118 F.R.D. 534, 542 (S.D. Fla. 1988) ("A settlement can be satisfying even if it amounts to a hundredth or even a thousandth of a single percent of the potential recovery.").

More specifically, the Settlement Agreement should be granted final approval because the proposed settlement compares favorably to the limited range of damages available under the FCRA that could potentially be recovered at trial. In his Amended Complaint, Named Plaintiff seeks to recover compensation under 15 U.S.C. § 1681 for himself and the other class members consisting of (a) statutory damages of not less than $100.00 and not more than $1,000.00; (b) punitive damages, (c) attorney's fees and costs. However, as Section 1681n(a) of the FCRA indicates, proof of noncompliance with the technical requirements of the FCRA alone does not impose liability on a defendant. Recovery of damages under Section 1681n(a) is contingent on establishing that the defendant willfully failed to comply with the FCRA; negligent noncompliance is not sufficient. *Safeco v. Burr*, 127 S. Ct. 2201, 2215 (2007); 15 U.S.C. § 1681n(a). And, even if liability for willful noncompliance is established as Named Plaintiff believes, the determination as to the size of the award is left to the discretion of the jury, which may return an award of no damages as a possible outcome.

The settlement proposed in the Settlement Agreement secures a gross monetary payment to each claiming class member in the approximate amount of $25.00, resulting in a net payment of approximately $15.00. Class Counsel believes that the proposed payment to each class member is a very good settlement, providing more relief to class members here than those in other recently approved settlements. Such amounts are also consistent with similar FCRA cases approved by this Court, and others, here in the Middle District of Florida. *See, e.g., Harake v. Trace Staffing, Inc.* (8:19-cv-00243-CEH-CPT) (Doc. 55) (Judge Honeywell final order approving $33 per-class member recovery in FCRA case); *Twardosky v. Waste Management, Inc. of Florida, et al* 8:19-cv-02467-CEH-TGW (Doc. 57) (Judge Honeywell oral order granting final approval of $31.50 gross recovery and $18.00 net recovery); *Fosbrink v. Area Wide Protective*, No. 8:17-cv-1154 ($39 gross recovery); *Speer v. Whole Food Mkt. Grp., Inc.,* No. 8:14-CV-3035-T-26TBM, Doc. 68 (M.D. Fla. January 1, 2016)(final Order entered by Judge Lazzara approving $40 gross recovery for FCRA class members); *Landrum v. Acadian Ambulance Serv., Inc.*, No. 4:14-cv-01467 (S.D. Tex. June 29, 2015) (Doc. 37) (granting final approval of settlement that provides $10 per class member); *Fernandez v. Home Depot, U.S.A. Inc.*, No. 8:13-cv-00648-DOC (C.D. Cal. April 20, 2015) (Doc. 59) (class members to receive $10.00 in FCRA class case).

In sum, through this Settlement, the parties avoid the cost of protracted litigation. The Settlement Class Members can quickly realize a portion of their possible damage claims from the Settlement Fund, even if the amount is less than

what could have been recovered through successful litigation. The Class Representative supports the Settlement, as do the Settlement Class Members—evidenced by the lack of objections. Thus, the third Rule 23(e)(2) factor remains satisfied.

4. The Proposal Treats Class Members Equitably Relative to Each Other.

Finally, the last Rule 23(e)(2) factor is satisfied because the proposed Settlement treats Settlement Class Members equitably relative to each other. All class members who timely submit claims will receive an equal pro rata portion of the settlement fund. Thus, the final Rule 23(e)(2) factor is met.

III. CONCLUSION.

The Amended Class Action Settlement Agreement is in the best interest of the Parties and Class, was reached through arm's-length negotiations through a well-respected mediator and, overall, is fair and reasonable to all concerned.

WHEREFORE, Class Representative Edward Gorman respectfully asks that this Honorable Court enter a Final Order: (1) approving the Settlement Agreement between Named Plaintiff, on his own behalf and on behalf of the Settlement Class, and Defendant; (2) certifying the above-described Settlement Class for settlement purposes; and, (3) requiring the Parties to comply with the terms and conditions in the Settlement Agreement or pursuant to the Court's Order granting Final Approval. A proposed order is attached hereto as Exhibit A.

LOCAL RULE 3.01(g) CERTIFICATION

Counsel for Plaintiff and the Class conferred with counsel for Defendant prior to filing this Motion. Defendant does not oppose this Motion.

Dated this 23rd day of December, 2022.

Respectfully submitted,

/s/ Brandon J. Hill
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this December 23, 2022, the foregoing was electronically filed with the Clerk of the Court via the CM/ECF system, which will send a notice of electronic filing to all parties and/or counsel of record.

/s/ Brandon J. Hill
BRANDON J. HILL

Exhibit A
(Proposed Final Order)

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

EDWARD GORMAN, *on behalf of himself and on behalf of all others similarly situated*,

Plaintiff,

v. **CASE NO.: 8:20-cv-02275-CEH-AEP**

WHELAN EVENT STAFFING SERVICES, INC.,

Defendant.
_____/

[PROPOSED] ORDER GRANTING FINAL APPROVAL TO CLASS ACTION SETTLEMENT

On October 17, 2022, this Court granted preliminary approval to the proposed Class Action Settlement ("Settlement") set forth in the Plaintiff's Unopposed Motion for Preliminary Approval of the Parties' Amended Class Settlement Agreement (the "Settlement Agreement"). (Doc. 77). The Court provisionally certified the case for Settlement purposes, approved the procedure for giving Class Notice to the Settlement Class Members, and set a final approval hearing to take place on February 10, 2023, at 11:00 a.m. via zoom video conference before Judge Charlene Edwards Honeywell.

Following the final fairness hearing, the Court finds that the Notice to the Settlement Class substantially in the form approved by the Court in its Preliminary

Approval Order was given in the manner ordered by the Court, constitutes the best practicable notice, and was fair, reasonable, and adequate. As such,

NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. The Plaintiff's Unopposed Motion for Final Approval of the Parties' Class Action Settlement is **GRANTED**.

2. All defined terms contained herein shall have the same meaning as set forth in the Settlement Agreement executed by the Parties and filed with the Court.

3. The Court has subject matter jurisdiction to approve the Settlement Agreement, including all Exhibits thereto, and to enter this Final Order and Judgment. Furthermore, the Class Representative and Class Members have Article III standing.

4. The Settlement Agreement was negotiated at arm's length by experienced counsel who were fully informed of the facts and circumstances of this litigation (the "Action") and of the strengths and weaknesses of their respective positions. The Settlement Agreement was reached after the Parties had engaged in an all-day mediation session with the assistance of an experienced neutral class action mediator, and only after counsel for both sides exchanged information on the claims and class size. Furthermore, Plaintiff retained counsel well-versed in the law pertaining to Fair Credit Reporting Act cases on a class basis. Counsel for the Parties were therefore well positioned to evaluate the benefits of the Settlement Agreement, taking into account the expense, risk, and uncertainty of protracted

litigation.

5. The Court finds that the prerequisites for a class action under Fed. R. Civ. P. 23(a) and Fed. R. Civ. P. 23(b), as well as Fed. R. Civ. P. 23(e), have been satisfied for settlement purposes only for each Settlement Class Member

6. Pursuant to Fed. R. Civ. P. 23, this Court hereby finally certifies the Settlement Class, as identified in the Settlement Agreement.

7. The Court finds the requirements of the Class Action Fairness Act have been satisfied.

8. The Court appoints attorneys Luis A. Cabassa and Brandon J. Hill of the law firm Wenzel Fenton Cabassa, P.A., and Craig C. Marchiando of Consumer Litigation Associates, P.C., as Class Counsel for the Settlement Class.

9. Further, Named Plaintiff Edward Gorman shall continue serving as the Class Representative.

10. The Court makes the following findings on Notice to the Settlement class:

(a) The Court finds that the distribution of the Class Notice, as provided for in the Settlement Agreement, (i) constituted the best practicable notice under the circumstances to Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class Members of, among other things, the pendency of the Action, the nature and terms of the proposed Settlement, their right to object to the

proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

(b) The Court finds that the Class Notice and methodology set forth in the Settlement Agreement, the Preliminary Approval Order, and this Final Order and Judgment (i) constitute the most effective and practicable notice of the Final Order and Judgment, the relief available to Settlement Class Members pursuant to the Final Order and Judgment, and applicable time periods; (ii) constitute due, adequate, and sufficient notice for all other purposes to all Settlement Class Members; and (iii) comply fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable laws.

11. The Settlement Agreement is finally approved in all respects as fair, reasonable and adequate pursuant to Fed. R. Civ. P. 23(e). The terms and provisions of the Settlement Agreement, including all Exhibits thereto, have been entered into in good faith and are hereby fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, each of the Parties and the Settlement Class Members.

12. The Court approves the distribution of the Settlement Fund, as

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

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

14. Pursuant to Fed. R. Civ. P. 23(h), the Court hereby awards Class Counsel Attorneys' Fees in the amount $250,000.00, plus litigation costs totaling $4,589.05, payable pursuant to the terms of the Settlement Agreement.

15. The terms of the Settlement Agreement and of this Final Order and Judgment, including all Exhibits thereto, shall be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits maintained by the Plaintiff and all other Settlement Class Members, as well as their heirs, executors and administrators, successors, and assigns.

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

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

18. The Court maintains jurisdiction over this case to enforce the terms and conditions of the Settlement Agreement if needed.

DONE and ORDERED this _____ day of February, 2023.

Charlene Edwards Honeywell
United States District Judge

Copies to:
Counsel of Record

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

EDWARD GORMAN, *on behalf of himself and on behalf of all others similarly situated*,

Plaintiff,

v. **CASE NO.: 8:20-cv-02275-CEH-AEP**

WHELAN EVENT STAFFING SERVICES, INC.,

Defendant.
_____/

DECLARATION OF BRANDON J. HILL

I, Brandon J. Hill, declare under penalty of perjury as follows:

1. Unless otherwise indicated, the facts set forth below are based on my personal knowledge and the opinions set forth herein are my own. I understand that this declaration under oath may be filed in the above captioned action.

2. I am a partner at Wenzel Fenton & Cabassa, P.A. and counsel in the above-styled case.

3. I am a licensed attorney in Florida, Illinois, and the District of Columbia. I have been a member of the Florida Bar since April of 2007, and have practiced almost exclusively labor and employment law since that time. I have an LL.M. from George Washington University School of Law, a J.D. from

Florida State University College of Law, and two Bachelor's degrees from the University of Kansas.

4. I am admitted in the United States District Courts for the Middle and Southern District of Florida, the Northern District of Illinois, the Eastern District of Michigan, and the United States Court of Appeals for the Eleventh Circuit.

5. I have represented employers and employees in all stages of litigation in federal and state courts throughout Florida, and beyond. In the Middle District of Florida alone I have served as co-counsel or lead counsel in 600+ federal cases.

4. I possess the requisite experience to serve as class counsel in this case. I possess the requisite experience necessary to serve as class counsel in this case.

5. More specifically, I have been appointed as class counsel in multiple class actions, including cases involving a few hundred class members up to nearly half a million class members. Below is a list of class action cases I have been appointed as class counsel by the Court:

- *Brown, et al. v. Lowe's Companies, Inc., and LexisNexis Screening Solutions, Inc.,* Case No.: 5:13-CV-00079-RLV-DSC (W.D.N.C) (appointed as co-class counsel in national FCRA class action matter involving 451,000 class members);
- *Speer v. Whole Foods Market Group, Inc.*, 8:14-cv-03035-RAL- TBM (M.D. Fla.) (Fair Credit Reporting Act class

action settlement involving 20,000 individuals presided over by Judge Lazzara);

- *Kohler, Kimberly v. SWF Operations, LLC and Domino's Pizza, LLC*, Case No. 8:14-cv-2568-T-35TGH (appointed class counsel in Fair Credit Reporting Act case involving several hundred class members);
- *Hargrett, et al. v. Amazon.com, DEDC, LLC*, 8:15-cv-02456-WFJ-AAS, M.D. Fla. Case No.: 8:15-cv-02456 (appointed as class counsel in FCRA case with 480,000+ class members);
- *Smith, et al. v. QS Daytona, LLC,* Case No.: 6:15-cv-00347-GAP-KRS (M.D. Fla.) (Doc. 45) (appointed as class counsel in FCRA class action involving several hundred class members);
- *Patrick, Nieyshia v. Interstate Management Company, LLC*, Case No. 8:15-cv-1252-T-33AEP (M.D. Fla.) (appointed as class counsel in FCRA class action with approximately 32,000 class members);
- *Molina et al v. Ace Homecare LLC*, 8:16-cv-02214-JDW-TGW (M.D. Fla) (appointed as class counsel in WARN Act case with approximately 500 class members);
- *Moody, et al v. Ascenda, et al.*, Case No. 0:16-cv-60364-WPD (S.D. Fla.) (appointed as class counsel in FCRA class action with approximately 12,000 class members);
- *Mahoney v. TT of Pine Ridge, Inc.,* Case No.: 9:17-cv-80029-DMM (S.D. Fla. Nov. 20, 2017) (served as class counsel in TCPA case with 300,000+ class members).
- *George v. Primary Care Holding Inc.*, Case No. 0:17-cv-60217-BB (S.D. Fla.) (appointed as class counsel in FCRA class action);
- *Vazquez v. Marriott International, Inc.*, Case No.: 8:17-cv-00116-MSS-SPF (M.D. Fla) (appointed as class counsel in deficient COBRA notice case with 20,000 class members);
- *Figueroa v. Baycare Healthcare System, Inc.*, Case No.: 8:17-cv-01780-JSM-AEP (M.D. Fla) (served as class counsel in FCRA case involving approximately 2,009 class members);
- *Valdivieso v. Cushman & Wakefield Inc.*, Case No.: 8:17-cv-00118-SDM-JSS (M.D. Fla) (appointed as class counsel in deficient COBRA notice case with 2,000+ class members);

- *Dukes v. Air Canada*, Case No.: 8:18-cv-02176-TPB-JSS (M.D. Fla) (served as class counsel in FCRA case involving approximately 1,300 class members);
- *Rivera v. Aimbridge Hospitality, LLC*, Case No.: 8:18-cv-02192-EAK-JSS (M.D. Fla) remanded to *Rivera v. Aimbridge Hospitality, LLC,* 18-CA-007870, Thirteenth Judicial Circuit in and for Hillsborough County, Florida (served as class counsel in data breach case with 320,000 class members).
- *Blaney v. Aimbridge Hospitality, LLC,* 18-CA-007870, Thirteenth Judicial Circuit in and for Hillsborough County, Florida (served as class counsel in Fair Credit Reporting Act case with 17,00 class members);
- *Cathey v. Heartland Dental, LLC*, 2019-CA-000568, Fourth Judicial Circuit in and for Pasco County, Florida (served as class counsel in Fair Credit Reporting Act case with 9,800 class members);
- *Harake v. Trace Staffing Solutions, LLC*, Case No.: 8:19-cv-00243-CEH-CPT (M.D. Fla) (served as class counsel in Fair Credit Reporting Act case with 8,700 class members;
- *Hicks v. Lockheed Martin Corporation*, Case No.: 8:19-cv-00261-JSM-TGW (M.D. Fla) (appointed as class counsel in deficient COBRA notice case with 54,000+ class members);
- *Holly-Taylor v. Acadia Healthcare Company, Inc., et al.*, Case No.: 18-CA-007870, Thirteenth Judicial Circuit in and for Hillsborough County, Florida (served as class counsel in Fair Credit Reporting Act case with 25,00 class members);
- *Ali v. Laser Spine Institute, LLC*, Case No.: 8:19-cv-00261-JSM-TGW (M.D. Fla) (appointed as class counsel WARN Act case involving 500 class members);
- *Rigney et al v. Target Corporation*, Case No.: 8:19-cv-01432-MSS-JSS (M.D. Fla) (served as class counsel in deficient COBRA notice case with 92,000+ class members)
- *Luker v. Cognizant Technologies Solutions U.S. Corporation*, Case No.: 8:19-cv-01448-WFJ-JSS (M.D. Fla) (served as class counsel in wage case with 308 class members);
- *Lyttle v. Trulieve, Inc., et al.*, Case No.: 8:19-cv-02313-CEH-TGW (M.D. Fla) (appointed as class counsel in Fair Credit Reporting Act case involving 1,300 class members);

- *Twardosky v. Waste Management, Inc. of Florida, et al.*, 8:19-cv-02467-CEH-TGW(M.D. Fla) (appointed as class counsel in Fair Credit Reporting Act case involving 29,295 class members);
- *Silberstein v. Petsmart, Inc.*, 8:19-cv-02800-SCB-AAS (M.D. Fla) (appointed as class counsel in deficient COBRA notice case with 12,000+ class members);
- *Benson v. Enterprise Holdings, Inc. et al.*, Case No.: 6:20-cv-00891-RBD-LRH (M.D. Fla) (appointed as class counsel in WARN Act class action involving 900+ class members);
- *Morris et al v. US Foods, Inc.*, Case No.: 8:20-cv-00105-SDM-CPT (M.D. Fla) (appointed as class counsel in deficient COBRA notice case with 19,000+ class members;
- *Forsyth v. Lucky's Market GP2, LLC et al*, Case No.: 20-10166 (JTD); Adv. Pro. No. 20-50449 (JTD) (Del. Bk.) (served as class counsel in WARN Act class action pursued in Bankruptcy court adversarial proceeding involving hundreds of former employees);
- *Taylor v. Citizens Telecom Services Company, LLC*, Case No.: 8:20-cv-00509-CEH-CPT (M.D. Fla) (appointed as class counsel in deficient COBRA notice case with 16,137 class members);
- *Holmes et al v. WCA Waste Systems, Inc.*, Case No.: 8:20-cv-00766-SCB-JSS (M.D. Fla) (served as class counsel in deficient COBRA notice case with 1,720 class members);
- *Boyd v. Task Management, Inc.*, Case No.: 8:20-cv-00780-MSS-JSS (M.D. Fla.) (appointed as class counsel in Fair Credit Reporting Act case involving 5,500 class members);
- *In re The Hertz Corporation, et al*, Case No.: 20-11218 (MFW) (Del. Bk.) (served as class counsel in WARN Act class action pursued in Bankruptcy court involving 6,000+ class members);
- *Kaintz v. The Goodman Group, Inc.*, 8:20-cv-02115-VMC-AAS (appointed as class counsel in deficient COBRA notice case with 2,889 class members);
- *Gorman v. Whelan Event Staffing Services, Inc., et a*l., Case No.: 8:20-cv-02275-CEH-AEP (appointed as class counsel in Fair Credit Reporting Act case involving 29,000+ class members);

- *Benitez v. FGO Delivers, LLC*, Case No.: 8:21-cv-00221-KKM-TGW (M.D. Fla.) (appointed as class counsel in Fair Credit Reporting Act case involving 9,000+ class members);
- *Lopez v. Ollie's Bargain Outlet, Inc.*, 2020-CA-002511-OC, Ninth Judicial Circuit in and for Pasco County, Florida (served as class counsel in Fair Credit Reporting Act case with 3,500 class members);
- *McNamara v. Brenntag Mid-South, Inc.*, Case No.: 8:21-cv-00618-MSS-JSS (M.D. Fla.) (appointed as class counsel in deficient COBRA notice case with 800+ class members);
- *Santiago et al v. University of Miami*, 1:20-cv-21784-DPG (appointed as class counsel in ERISA class action involving university retirement plan and approximately 20,000 class members).

7. Named Plaintiff Edward Gorman has taken an extremely active role in this litigation. Since the inception of this case he communicated with his attorneys throughout the litigation, reviewed documents, attended mediation (twice), and otherwise did everything necessary to keep the case on track and protect the Class's interests.

8. The case was litigated thoroughly and the decision to settle was well-informed.

9. I personally drafted and filed the Complaint as well as the Amended Complaint; heavily researched for and wrote an extensive opposition to Defendant's Motion to Dismiss; propounded extensive written discovery on Defendant; served a third-party subpoena on Defendant's consumer reporting agency; reviewed and analyzed class-related information submitted by Defendant; reviewed the documents Defendant produced in discovery;

prepared for and attended two full-day mediations; edited and finalized the complex settlement agreement and accompanying exhibits, class notices, etc.; prepared the motions seeking both preliminary and final approval of the class settlement; and, of course, researched for and drafted this Motion.

10. This case was finally settled only when class certification was fully briefed, and near the class certification motion deadline, with the help of a highly-skilled mediator, David Anthony. In fact, we mediated this case twice before it was settled.

11. Notably, on November 1, 2021, the Court entered its original Order granting preliminary approval of the Parties' class action settlement. (*See* Doc. 63). After the Court entered its Order, Defendant began compiling the necessary information to provide to the settlement administrator so notice could be mailed to class members, including names and addresses.

12. During that process, Defendant's counsel learned that the class size consists of 12,600 additional individuals. So, whereas before the class included 16,600 total class members, the new class size is comprised of 29,202 class members.

13. As a result, the Parties agree that, based on the new class size, the total common fund should be increased to $750,000.00, as set forth below. Thus, the Parties executed an Amended Class Action Settlement (*see* Doc. 68-2), and then asked the Court to grant preliminary approval of their Amended

Class Action settlement as to the larger settlement class and larger common fund. (*See* Doc. 68).

14. Notice then went out to class members. Thus, far there have been zero objections and zero requests for exclusion.

15. My firm took this case on a contingency fee basis, and the firm agreed to advance all costs. To date, my firm has expended $4,589.05 in out-of-pocket expenses which have not been reimbursed, as demonstrated by the attached invoice which sets out cost's incurred.

16. These costs were reasonable and necessary for the prosecution of this case.

17. I support the proposed settlement in this case as it is fair, reasonable, and adequate.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated this 21st day of December, 2022.

BRANDON J. HILL

Wenzel Fenton Cabassa PA

INVOICE

1110 N Florida Avenue, Suite 300
Tampa, FL 33602-3300

DATE	INVOICE #
5/5/2021	13082

TO:

Edward Gorman
1787 Bearberry Cir APT 102
Lutz, FL 33559

DATE	Item	DESCRIPTION OF SERVICES	TIME	RATE	TOTAL
7/21/2020	Process	Process Service	1	60.00	60.00
8/8/2020	Filings	Court Filings & Misc Fees	1	424.35	424.35
12/4/2020	Process	Process Service	1	66.30	66.30
5/5/2021	Postage	Postage		57.40	57.40
5/14/2021		Copies of Court Docs		106.00	106.00
6/28/2021	Mediator	Mediator Fees	1	7,750.00	7,750.00

Total	$8,464.05
Payments/Credits	-$3,875.00
Balance Due	$4,589.05

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

EDWARD GORMAN, *on behalf of himself and on behalf of all others similarly situated*

Plaintiff,

v.

WHELAN EVENT STAFFING SERVICES, INC.,

Defendant.

CASE NO.: 8:20-cv-02275-CEH-AEP

DECLARATION OF AMERICAN LEGAL CLAIM SERVICES, LLC REGARDING DUE DILIGENCE IN NOTICING AND CLAIMS PROCESSING

I, Mark Unkefer, declare as follows:

1. I am a competent adult, over the age of eighteen, and this declaration is based on my personal knowledge.

2. I am a Case Manager for American Legal Claim Services, LLC ("ALCS").

3. **Class List Processing:** On or about November 8, 2022, ALCS processed the mailing list ("Class List") containing names and street addresses, where available. ALCS reviewed and processed the data and identified a total of 29,202 rows in the class data. After analysis, the final Noticing List contained 28,857 class members as 345 duplicates were removed. Throughout the noticing process, ALCS utilized several means of ensuring the most accurate mailing addresses for class members. These methods included National Change of Address through the USPS, skip-tracing, and manual updates from class members.

4. **Initial Class Notice:** On November 18, 2022, ALCS mailed the Notice of Class Action Lawsuit with the Claim Form (attached hereto as Exhibit A).

5. **Returned Mail Handling:** ALCS processed all Class Notices returned by USPS. A minority of the mail included an updated address provided by USPS ("FOE"). For these, the class member addresses were updated, and the Class Notice were re-mailed to the updated address provided. The remainder of the mail returned by the USPS did not contain an updated address ("UAA"). For these, ALCS conducted address searches using a nationally recognized location service to attempt to locate new addresses for these class members. Of the 28,857 Initial Notices mailed, 5494 were returned by USPS as of the date of this declaration. ALCS has remailed 4887 Notices to updated addresses.

6. **Noticing Campaign Summary:** The following is a summary of the noticing, as of the date of this Declaration:

   - Total Class Members: 28,857
   - Initial Notice of Class Action Settlement mailed via USPS: 28,857
   - Notice of Class Action Settlement returned by USPS: 5494
   - Notice of Class Action Settlement remailed via USPS: 4887
   - Notice of Class Action Settlement deemed undeliverable: 607
   - Percentage of Notice of Class Action Settlement deemed delivered: **97.90%**

7. **Exclusions:** Class members were who wished to opt out of the proposed settlement were instructed to mail a written request for exclusion to the Settlement Administrator by January 6, 2023. The deadline to receive a request for exclusion was January 6, 2023. ALCS has not receive any requests for exclusion from the proposed settlement as of the date of this declaration.

8. **Objections:** Class members were who wished to object to the proposed settlement were instructed to mail a written objection to the Settlement Administrator by January 6, 2023. The deadline to receive Objections was January 6, 2023. ALCS has not receive any objections to the proposed settlement as of the date of this declaration.

9. **Claims:** The Notice instructed that those who wish to receive a settlement payment must submit their claim online or by mailing the claim form to the Settlement Administrator, so that it is received by February 1, 2023. The claim form was included with the Notice. As of the date of this declaration ALCS has received 1445 claims. This constitutes a 5% claims rate with more than a month remaining to file claims.

   - Total claims received: 1445

10. **Website:** ALCS created a case website www.gormanfcrasettlement.com that provided further information as stated in the Notice. The website contained sections for important Court documents, key dates and answers to frequently asked questions. The Court documents posted were Amended Complaint, Defendant Answer to Amended Complaint, Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval Order, and Class Notice. Class members also had an opportunity to update their address and/or submit their claim online.

11. **Toll-Free Telephone:** ALCS established a toll-free telephone line 800-372-5657 for Class member to contact with questions about the settlement or update their address. As of the date of this declaration, we received 102 phone calls on the case dedicated line.

12. **Administration Costs:** Administration costs to date have been $42,902.00. Remaining costs are estimated to be $7,097.00. Total costs are estimated to be $49,999.00.

Noticing Services	
Setup, Print/Mail, Website, Call Center	$ 21,961.00
Administration	$ 5,612.00
Postage	$ 15,329.00
Disbursement Services (estimated)	$ 7,097.00

I declare under penalty of perjury pursuant to the laws of the State of Florida that the foregoing is true and correct to the best of my knowledge. Executed on December 22, 2022, in Jacksonville, Florida.

Mark Unkefer

Exhibit A

double postcard (6 x 4.25 inch) template

outside top/front

COURT-ORDERED NOTICE

Edward Gorman

v.

Whelan Event Staffing Services, Inc.

Class Action Notice

A settlement has been reached in a class action lawsuit against Whelan Event Staffing Services, Inc. ("Defendant") for alleged violations of the Fair Credit Reporting Act ("FCRA"). Named Plaintiff Edward Gorman ("Named Plaintiff") alleges that Defendant's Background Check disclosure form allegedly contained extraneous information that violated the FCRA. Defendant has agreed to establish a gross Settlement Fund in the amount of $750,000.00 from which class members' claims along with the costs of administration and attorneys' fees and costs will be paid. From the remaining funds, every class member who timely submits a Claim Form will receive a net payment of approximately $15.00. Left over and unclaimed funds will return to Defendant.

WWW.gormanfcrasettlement.com

(Notice Continued Inside)

Gorman Class Action
c/o Settlement Administrator
PO Box 23369
Jacksonville, FL 32241-3369

Postmaster: Do Not Mark Barcode

8131-Fc-008638

Notice ID: <<noticeid>> PIN: <<pin>>

PRST-STD
U.S. POSTAGE
PAID
JACKSONVILLE, FL
PERMIT NO. XXX

«fname» «lname»
«addrline1» «addrline2»
«addrline3»
«addrcity» «addrstate» «addrzip»
«country»

Gorman v Whelan Event Staffing Services, Inc.
Class Action Settlement Claim Form

IF you wish to receive payment, you **MUST** either submit your claim online at **www. gormanfcrasettlement.com** by FEBRUARY 1, 2023 *or* mail/email this completed postcard POSTMARKED NO LATER THAN FEBRUARY 1, 2023. (*Do not submit both an online claim and claim by mail.*) email: info@gormanfcrasettlement.com.

First Name: _____ **Last Name:** _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Yes, I want to receive the Settlement Payment set forth in the Settlement Agreement. I understand that the gross Settlement Fund is $750,000 and that the Class Counsel's fees and litigation expenses, and the settlement administration expenses will be paid from the gross Settlement Fund. I also understand that the Settlement Payment will be calculated by dividing the Net Settlement Fund by the number of people in the Class. It is estimated that the payment to each Class Member will be an amount of approximately $15.00. I represent that if asked I would assert that I was injured by the conduct alleged to be unlawful in the captioned case sufficient to give me standing in this case. My signature below certifies under penalty of perjury that the foregoing is true and correct.

Signature: _____ **Date:** _____

Administrator Use Only – Do Not Write Below This Line

474

NID: «noticeid»
PIN: «pin»

outside bottom/back

N:\Cases_0400_to_0499\0474_Gorman_v_Whelan_Event_Staffing_Services_Inc_(CA)\45_Notices\1_Mailing_Documents\3_Final_Documents\474_Short_Form_NoticeClaim_v2.0_20221103 0 FH edits - approved - email fix.DOCX

inside front

Am I a Class Member? Company records indicate you are a class member. The class of which you are a member is defined as follows: All individuals in the United States who applied for any position with Whelan Event Staffing Services, Inc. and were presented with a background check disclosure form during the period July 1, 2018 through the date of preliminary approval by the Court (October 17, 2022).

What Can I Get and How Do I Get it? If you timely return the attached Claim Form to the Settlement Administrator, and the Court grants final approval of the settlement, you will be sent a Settlement Check of approximately $15.00.

THE ATTACHED CLAIM FORM MUST BE MAILED TO THE CLASS SETTLEMENT ADMINISTRATOR AND POSTMARKED BY NO LATER THAN FEBRUARY 1, 2023.

Who Represents Me? The Court appointed lawyers Luis A. Cabassa and Brandon J. Hill from Wenzel Fenton Cabassa, P.A., and Craig C. Marchiando of Consumer Litigation Associates, P.C. as Class Counsel. They will seek to be paid legal fees and costs out of the gross Settlement Fund of up to one-third ($250,000.00) of the gross Settlement Fund, plus reasonable litigation costs. You may also hire and pay for a lawyer at your expense.

What If I Don't Like the Settlement? You can exclude yourself or object. To exclude yourself and keep any rights you may have to sue Defendant over the legal issues in this lawsuit, write the settlement administrator by January 6, 2023. If you do not exclude yourself, you may object to the settlement. To do so, you must file a written objection with the Court by January 6, 2023.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval hearing at 11:00 a.m. on February 10, 2023, before Judge Charlene Edwards Honeywell, United States District Court for the Middle District of Florida, Tampa Division, 801 N. Florida Avenue, Tampa, Florida 33602, Courtroom 13A.

How Do I Get More Information? For more information, contact the settlement administrator at (800) 372-5657 or via e-mail at info@gormanfcrasettlement.com, or visit the following settlement website www.gormanfcrasettlement.com.

Your Personal Notice ID: «noticeid»
Your Confidential PIN: «pin»

fold

fold

474 - «noticeid»
«fname» «lname»

PLACE STAMP HERE

***GORMAN* CLASS ACTION**
PO BOX 23369
JACKSONVILLE FL 32241-3369

inside bottom

N:\Cases_0400_to_0499\0474_Gorman_v_Whelan_Event_Staffing_Services_Inc_(CA)\45_Notices\1_Mailing_Documents\3_Final_Documents\474_Short_Form_NoticeClaim_v2.0_20221103 0 FH edits - approved - email fix.DOCX