

**IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT  
IN AND FOR VOLUSIA COUNTY, FLORIDA  
CIVIL DIVISION**

**DEONTE BROADY, on behalf of  
himself and on behalf of all others  
similarly situated,**

**Plaintiff,**

v.

**CASE NO.: 2022 11719 CIDL**

**WASTE PRO USA, INC.,**

**Defendant.**

\_\_\_\_\_ /

**PLAINTIFF’S UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

COMES NOW, Plaintiff Deonte Broady (“Plaintiff”), on his own behalf and on behalf of the settlement class defined below, and, pursuant to Florida Rule of Civil 1.220, files this Unopposed Motion for Preliminary Approval of Class Action Settlement, respectfully stating as follows:

The parties have reached a settlement in this Fair Credit Reporting Act (“FCRA”) case that, if approved, would resolve this action by providing monetary relief to a settlement class consisting of approximately 2,134 applicants and employees. The Settlement Agreement is attached hereto.

Plaintiff moves the Court to preliminarily approve the proposed settlement; to conditionally certify a class, solely for purposes of settlement; to appoint Plaintiff’s counsel as Class Counsel and to appoint Plaintiff as Class Representative; to approve the proposed notice to the settlement class and the procedures for providing notice; to schedule a final fairness hearing; and to set procedures and deadlines for opting out, objecting, and filing a motion for an award of attorneys’ fees, expenses, and an incentive award. A Proposed Order is attached to the Settlement Agreement as Exhibit A.

## **I. THE CLAIMS, PROCEEDINGS, AND SETTLEMENT**

On October 28, 2022, Named Plaintiff, Deonte Broady, filed a Class Action Complaint asserting claims against Defendant, Waste Pro USA, Inc., under the Fair Credit Reporting Act (“FCRA”) on behalf of himself and on behalf of a proposed class of similarly situated individuals. The Parties have since reached an agreement that, if approved by this Court, will resolve all claims of the Named Plaintiff and each of the approximately 2,134 putative class members.

The Action generally alleges that Defendant violated the FCRA by failing to comply with the FCRA’s disclosure and authorization requirements related to consumer reports procured for “employment purposes.” Specifically, the Action alleges that Defendant’s inclusion of extraneous information in its FCRA Disclosure violated Section 604(b)(2)(A) of the FCRA, 15 U.S.C. § 1681b(b)(2)(A)(i), and, as a result, Defendants lacked authorization to procure consumer reports on the class members in violation of 15 U.S.C. § 1681b(b)(2)(A)(ii). Plaintiff also brought a claim for violation of 15 U.S.C. § 1681b(b)(3).

After the lawsuit was filed, Defendant removed the action to the United States District Court for the Middle District of Florida, Orlando Division. Thereafter, the parties agreed to participate in an early mediation to try and resolve this matter on a class basis. Once an agreement was reached at mediation, the Parties then filed a Joint Motion to Remand this case back to state court. During mediation, and with the assistance of a highly-skilled and well-respected mediator, Mark Heilig, the parties were able to reach a settlement in principle (“Settlement”) to resolve this action on the following key terms:

- A Disclosure Class consisting of “All individuals who applied for or worked in a position with Defendant or any of its affiliates or subsidiaries in the United States and who were the subject of a consumer report that was procured by Defendant or any of its affiliates or subsidiaries from June 5, 2020 through the date of final judgment”;

- Defendant agrees to create fund a Settlement Fund of up to shall deposit with the Defendant agree to fund a Settlement Fund of up to \$150,000. (“Settlement Fund”). That amount will be allocated among the approximately 2,134 class members as follows: every class member who submits a timely and valid claim shall receive a gross amount of \$70.29 ( $\$150,000/2,134$  class members = \$70.29);
- The costs of settlement administration (estimated at \$15,000) and a \$7,500 general release payment to Deonte Broady (in addition to the net amount to which is entitled as a class member) will be paid from the Settlement Fund, subject to Court approval. To the extent the cost of administration exceeds \$15,000, that amount shall be paid from the Settlement Fund, but in no event shall the costs of administration exceed \$18,000;
- After the cost of administration and the general release payment are taken from the Settlement Fund, it is estimated that net payments to each class member who timely files a valid claim will be \$59.74 ( $\$150,000 - \$15,000 - \$7,500 = \$127,500/2,134$  class members = \$59.74 net payments to each class member who files a valid claim);
- Defendant agrees to fund the Settlement Fund within fourteen (14) days of final determination of the number and amount of valid claims (“Net Claims Amount”). Defendant shall pay the following into the Settlement Fund: (1) the Net Claims Amount; (2) the settlement administration costs, up to \$18,000; and (3) the \$7,500 general release payment to Plaintiff. In no event shall Defendant be required to pay more than \$150,000 into the Settlement Fund;
- Class members who do not opt out will release claims that were or could have been brought in this lawsuit, including any claims under 15 U.S.C §§ 1681b(b)(2) and 1681b(b)(3). They are not subject to a general release of all claims against Defendant, but Deonte Broady is; and, finally,
- In addition to the Settlement Fund amount, Defendant agrees to pay Plaintiff’s counsel attorneys’ fees and costs in the amount of up to \$100,000.00 subject to final Court approval.

If the Settlement is approved, Settlement Class Members will be able to obtain monetary benefits without undertaking the risks of litigation and without the substantial delay that would occur if the case instead proceeded through class certification, trial, and appeal proceedings, which could take several years. Plaintiff and his counsel believe the Settlement is in the best interests of

the Settlement Class and seek preliminary approval and entry of the Proposed Order attached hereto.

## **II. THE SETTLEMENT SHOULD BE PRELIMINARILY APPROVED.**

### **A. The Law Governing Preliminary Approval**

Explicit in Fla. R. Civ. P. 1.220(e) is the fact that claims, issues, or defenses of a certified class may be settled, voluntarily dismissed, or compromised only with the court's approval. Fla. R. Civ. P. 1.220, based on Fed. R. Civ. P. 23. In fact, Fla. R. Civ. P. 1.220 is modeled on and nearly identical to Fed. R. Civ. P. 23, and case law interpreting Fed. R. Civ. P. 23 is persuasive as to Fla. R. Civ. P. 1.220.

Courts have recognized that “[p]ublic policy strongly favors the pretrial settlement of class action lawsuits.” *In re United States Oil & Gas Litig.*, 967 F.2d 489, 493 (11th Cir. 1992); *see also Gevaerts v. TD Bank, N.A.*, 2015 WL 6751061, at \*4 (S.D. Fla. Nov. 5, 2015) (“Federal courts have long recognized a strong policy and presumption in favor of class action settlements.”). Settlement “has special importance in class actions with their notable uncertainty, difficulties of proof, and length. Settlements of complex cases contribute greatly to the efficient utilization of scarce judicial resources, and achieve the speedy resolution of justice....” *Behrens v. Wometco Enters., Inc.*, 118 F.R.D. 534, 538 (S.D. Fla. 1988), *aff'd*, 899 F.2d 21 (11th Cir. 1990) (citations omitted). As a general matter, “unless the settlement is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with uncertain results.” 4 ALBA CONTE & HERBERT NEWBERG, *NEWBERG ON CLASS ACTIONS* §11.50, at 155 (4th ed. 2002).

“At the preliminary approval stage, the Court’s task is to evaluate whether the Settlement is within the ‘range of reasonableness.’ 4 Newberg on Class Actions § 11.26 (4th ed. 2010). ‘Preliminary approval is appropriate where the proposed settlement is the result of the parties’ good

faith negotiations, there are no obvious deficiencies and the settlement falls within the range of reason.’ *Smith v. Wm. Wrigley Jr. Co.*, 2010 WL 2401149, at \*2 (S.D. Fla. Jun. 15, 2010).”

*Almanzar v. Select Portfolio Servicing, Inc.*, 2015 WL 10857401, at \*1 (S.D. Fla. Oct. 15, 2015).

Federal courts have set forth the following process for preliminary approval of a class action settlement:

Rule 23(e), Federal Rules of Civil Procedure, permits approval of a class action settlement if the settlement is “fair, reasonable, and adequate.” *See Strube v. Am. Equity Inv. Life Ins. Co.*, 226 F.R.D. 688, 697 (M.D.Fla.2005) (Fawsett, J.). Approval is generally a two-step process in which a “preliminary determination on the fairness, reasonableness, and adequacy of the proposed settlement terms” is reached. *See* DAVID F. HERR, ANNOTATED MANUAL FOR COMPLEX LITIGATION § 21.632 (4th ed.2008). The factors considered are (1) the influence of fraud or collusion on the parties’ reaching a settlement, (2) “the likelihood of success at trial,” (3) “the range of possible recovery,” (4) “the complexity, expense[,] and duration of litigation,” (5) “the substance and amount of opposition to the settlement,” and (6) “the stage of proceedings at which the settlement was achieved.” *Bennet v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir.1984).

*Holman v. Student Loan Xpress, Inc.*, 2009 WL 4015573, at \*4 (M.D. Fla. Nov. 19, 2009).

#### **B. The Settlement Meets the Standard for Preliminary Approval.**

The proposed Settlement is well within the range of reasonableness for class action settlements. With regard to the first factor set forth above, the parties negotiated at arms’ length and with the assistance of a neutral mediator. “Where the parties have negotiated at arm’s length, the Court should find that the settlement is not the product of collusion.” *Saccoccio v. JP Morgan Chase Bank, N.A.*, 297 F.R.D. 683, 692 (S.D. Fla. 2014). Courts have consistently held that the presence of an independent mediator negates any suggestion of fraud or collusion. *See, e.g., Montoya v. PNC Bank, N.A.*, 2016 WL 1529902, at \*8 (S.D. Fla. Apr. 13, 2016) (use of mediator indicates there is “no suggestion of fraud or collusion”); *Hall v. Bank of Am., N.A.*, 2014 WL 7184039, at \*6 (S.D. Fla. Dec. 17, 2014). There was no fraud or collusion in reaching the Settlement.

As for the second factor, the Settlement Class Members face a number of risks if this case were to continue to a litigated resolution. To prevail on their claim, Plaintiff and the Settlement Class Members must prove a “willful” violation of the FCRA to recover statutory damages. However, proving willfulness is no certainty. *See, e.g., Schoebel v. Am. Integrity Ins. Co.*, 2015 WL 3407895, at \*7 (M.D. Fla. May 27, 2015) (dismissing FCRA stand-alone disclosure case seeking statutory damages because alleged violation was not willful); 15 U.S.C. § 1681n(a). If the litigation continued, Defendant would contest the element of willfulness on several bases. First, Defendant would argue the disclosure forms did not violate the FCRA. Second, Defendant would argue if there was a violation, it was a bare procedural violation of the FCRA’s technical requirements. Third, Defendant would argue the evidence forecloses a finding of willfulness. *Lewis v. Southwest Airlines Co.*, 2018 U.S. Dist. LEXIS 5576 (N.D. Tex. Jan. 11, 2018)(summary judgment for defendant on issue of willfulness).

Defendant would argue that there was no binding case law from the Courts of Appeals nor Supreme Court holding that the inclusion of the extraneous information in Defendant’s forms violated the FCRA. While Plaintiff certainly would argue that Defendant’s positions are incorrect, the Settlement Class must acknowledge the risk from those positions that could negate any recovery. *See, e.g., James v. JPMorgan Chase Bank, N.A.*, 2017 WL 2472499, at \*\*1–2 (M.D. Fla. June 5, 2017) (Merryday, J.) (granting approval where, *inter alia*, the defendant “asserts several defenses...which might preclude or reduce recovery”); *Holman*, 2009 WL 4015573, at \*5 (“Success at trial is uncertain because the defendant possesses legal and factual defenses to the plaintiffs’ claims as well as several grounds for challenging class certification.”).

With regard to the third factor set forth above, the range of statutory damage awards for violations of the FCRA is \$100 to \$1,000. 15 U.S.C. § 1682n(a). And of course, a verdict of zero

is possible if the jury finds that any violations of the FCRA were not willful. Given the nature of the FCRA violations alleged here and Defendant's contentions, discussed *supra*, the Settlement Class Members face a risk that even if they successfully establish a violation of the FCRA at trial, they would receive an award on the low end of the range of possible recovery. The Settlement compensation and structure appropriately reflect a discount for that risk and the early and certain resolution of the class claims.

The compensation provided by the Settlement—\$59.74 net payment per Settlement Class Member who timely files a valid claim—is similar (if not greater) than the compensation provided in numerous other court-approved settlements of FCRA stand-alone disclosure cases. The district court in *Hillson v. Kelly Services Inc.*, summarized the results of such settlements as follows:

The results counsel achieved for the class were good. The gross recovery (i.e., recovery before fees and other expenses are taken from the fund) is \$30 per class member (on average). This appears to be in line with the average per-class-member gross recovery in other settlements of stand-alone disclosure claims. *See Moore v. Aerotek, Inc.*, No. 2:15-CV-2701, 2017 WL 2838148, at \*4 (S.D. Ohio June 30, 2017) (per-capita gross recovery of \$25 in case involving a stand-alone disclosure claim and a claim that employer did not provide a copy of consumer report), *report and recommendation adopted*, 2017 WL 3142403 (S.D. Ohio July 25, 2017); *Lagos v. Leland Stanford Junior Univ.*, No. 15-CV-04524-KAW, 2017 WL 1113302, at \*2 n.1 (N.D. Cal. Mar. 24, 2017) (per-capita gross recovery of \$26); *Lengel v. HomeAdvisor, Inc.*, No. CV 15-2198, 2017 WL 364582, at \*9 (D. Kan. Jan. 25, 2017) (citing FCRA disclosure cases with per-capita gross recoveries of \$33, \$40, and \$44).

2017 WL 3446596, at \*3 (E.D. Mich. Aug. 11, 2017).

Florida state courts have reached the same conclusion, including, for example, in *Blaney v. Aimbridge Hospitality, LLC*, Case No. 18-CA-001358 (Fla. 13<sup>th</sup> Cir. Ct. July 23, 2018) (court approved FCRA settlement of \$32 per class member); *Cathey v. Heartland Dental, LLC*, Case No.: 2019-CA-000568 (Fla. 4<sup>th</sup> Judicial Circuit, Nov. 13, 2018 (court approved FCRA settlement of \$25

per class member); and *Lopez v. Ollie's Bargain Outlet, Inc.*, Case No. 2020-CA-002511-OC (Fla. 9<sup>th</sup> Cir. Ct. March 8, 2022) (court approved FCRA settlement of \$63 per class member net recovery). As demonstrated by the above cases, the recovery here is well within the range of reasonableness, particularly in light of the risks the Settlement Class Members face in this case.

With regard to the fourth factor above, the Settlement Class Members could expect litigation of this case to be complex, expensive, and to last for many years. As set forth above, the element of willfulness involves complexity as it requires a detailed examination of the state of the law and regulatory guidance, and any changes to that law and guidance, during the entire Class Period. With regard to expense and duration, Defendant has made clear that it intends to vigorously defend this case, including by opposing class certification, moving for an interlocutory appeal of any certification order, moving for summary judgment, and appealing any judgment against it. In short, “full litigation of this case would be lengthy, expensive, and highly complex.” *Holman*, 2009 WL 4015573, at \*5.

With regard to the fifth factor above, Plaintiff expects little to no opposition to the Settlement. Plaintiff's counsel support the Settlement and have concluded that it is in the best interests of the Settlement Class and appropriate in light of the risks of continued litigation. As set forth above, the Settlement fits well within the range of settlements of similar cases, and it provides monetary relief to Settlement Class Members without requiring them to prove actual injury. Of course, the Settlement does provide Settlement Class Members the opportunity to present objections to the Court or, if they wish to pursue individual claims, to opt out.

As to the sixth factor above, the parties possess “ample information with which to evaluate the merits of the competing positions.” *Ayers v. Thompson*, 358 F.3d 356, 369 (5th Cir. 2004). The parties cooperated in exchanging information sufficient to permit them to evaluate and reach

a comprehensive settlement. Moreover, the parties each analyzed legal authorities relevant to FCRA stand-alone disclosure cases. By the time the parties settled this case, Plaintiff had conducted sufficient research and obtained sufficient information to allow his counsel to properly evaluate settlement. Thus, each of the relevant factors needed for approval of a class action settlement favor approval.

### **III. THE PROPOSED CLASS SHOULD BE CERTIFIED FOR SETTLEMENT PURPOSES.**

State courts in Florida, along with courts in the Middle District of Florida and elsewhere have previously certified class action lawsuits alleging similar violations of 15 U.S.C. § 1681b(b)(2)(A)(i)-(ii). *See, e.g., Blaney v. Aimbridge Hospitality, LLC*, No. 18-CA-001358 (Fla. 13<sup>th</sup> Cir. Ct. July 23, 2018); *Cathey v. Heartland Dental, LLC*, Case No.: 2019-CA-000568 (Fla. 4<sup>th</sup> Judicial Circuit, Nov. 13, 2018); *Graham v. Pyramid Healthcare Sols., Inc.*, No. 8:16-CV-1324-T-30AAS, 2017 WL 2799928, at \*2 (M.D. Fla. June 28, 2017)(Moody, J.); *Coles v. Stateserv Medical of Florida, LLC et al*, No. 8:17-cv-829-T-17-AEP, (M.D. Fla. April 10, 2017) (D.E.. 45); *Fosbrink v. Area Wide Protective, Inc.*, 8:17-cv-01154-JSM-CPT, (M.D.Fla., May 8, 2018),(Moody, J.)(D.E. 58). “A class may be certified ‘solely for purposes of settlement [if] a settlement is reached before a litigated determination of the class certification issue.’” *Holman*, 2009 WL 4015573, at \*2 (quoting *Borcea v. Carnival Corp.*, 238 F.R.D. 664, 671 (S.D. Fla. 2006); internal punctuation omitted). The proposed Settlement Class here meets the requirements of Federal Rules of Civil Procedure 23(a) and 23(b)(3).

“Before a class action can be certified, the trial court must conduct a rigorous analysis to determine that the elements of [Florida Rule of Civil Procedure 1.220(a)] . . . have been met.” *City of Tampa v. Addison*, 979 So. 2d 246, 251 (Fla. 2d DCA 2007). Rule 1.220(a) imposes four requirements for the certification of any class. First, the class must be so numerous that joinder of

all members is impracticable. *Id.*. That requirement is easily satisfied here as Defendant concedes that there are approximately 2,134 Settlement Class Members. *See, e.g., Holman*, 2009 WL 4015573, at \*2. Moreover, the identities of the Settlement Class Members (who are job applicants) can be ascertained from records available to Defendant.

Second, there must be “questions of law or fact common to the class.” *Fla. R. Civ. P. 1.220(a)(2)*. Even a single common issue may suffice. *See, e.g., Williams v. Mohawk Indus., Inc.*, 568 F.3d 1350, 1355 (11th Cir. 2009) (“[C]ommonality requires that there be at least one issue whose resolution will affect all or a significant number of the putative class members.”) (internal quotation marks omitted). Under Plaintiff’s theory of recovery, that requirement is met by the common questions of (1) whether including any material in a disclosure form beyond the mere fact that a prospective employer will obtain a consumer report violates the FCRA and (2) whether Defendant willfully violated the FCRA.

Rule 1.220(a)(3) imposes a “typicality” requirement, which “is satisfied by showing the existence of ‘a sufficient nexus ... between the claims of the named representative and those of the class at large.’” *Holman*, 2009 WL 4015573, at \*2 (*quoting Hines v. Widnall*, 334 F.3d 1253, 1256 (11th Cir. 2003)). That requirement is met here because the claims of the named plaintiff and those of the Settlement Class Members all stem from the same basic facts and legal theory—they were the subject of a background check obtained through what Plaintiff contends is a disclosure form that fails to satisfy the FCRA’s stand-alone disclosure requirement. *See, e.g., Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir. 1984) (typicality satisfied where claims “arise from the same event or pattern or practice and are based on the same legal theory”). Further, Plaintiff seeks the same relief on his own behalf and on behalf of each Settlement Class member, *i.e.*, statutory damages available under the FCRA.

The final Rule 1.220(a) requirement is “adequacy,” which is met if (1) “‘plaintiffs’ counsel are qualified, experienced, and generally able to conduct the proposed litigation’” and (2) the plaintiffs lack “‘interests antagonistic to those of the rest of the class.’” *Holman*, 2009 WL 4015573, at \*2 (quoting *Kirkpatrick v. J.C. Bradford & Co.*, 827 F.2d 718, 726 (11th Cir. 1987)). Both of those things are true here. Plaintiff’s counsel and their firm are experienced in class action litigation and, specifically, in litigating claims under the FCRA. *See* Declarations of Luis A. Cabassa, Brandon J. Hill, and Amanda E. Heystek. Plaintiff has no interests antagonistic to those of the Settlement Class.

In addition to Rule 1.220(a), a class must satisfy the requirements of one of the types of class actions authorized by Rule 1.220(b). Here, the Settlement Class meets the requirements of Rule 1.220(b)(3). The common questions identified above predominate over any individual questions that might be identified. *Fla. R. Civ. P. 1.220 (b)(3)* (court must find that “the questions of law or fact common to class members predominate over any questions affecting only individual class members”). Whether a disclosure form that includes any material beyond the mere fact that a prospective employer will obtain a consumer report violates the FCRA is an over-arching common issue that is critical to determining liability.

Further, in the context of this Settlement, there is no question that “a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.” *Id.* “Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems, for the proposal is that there be no trial.” *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997). Administration of a single, comprehensive Settlement would be superior to multiple individual lawsuits asserting the same claims.

#### IV. PLAINTIFF’S COUNSEL SHOULD BE APPOINTED AS CLASS COUNSEL AND PLAINTIFF APPOINTED AS CLASS REPRESENTATIVE.

Plaintiff’s counsel initially identified, investigated and asserted the claims of Plaintiff and the Settlement Class, and, as set forth above, continued to prosecute and investigate those claims throughout the discovery period. As set forth in the Declarations of Plaintiff’s counsel, Luis A. Cabassa, Brandon J. Hill, and Amanda E. Heystek have “experience in handling class actions” and “other complex litigation,” including “the types of claims asserted in [this] action.” *Id.* In fact, Plaintiff’s Counsel have been approved as class counsel in many FCRA class actions alleging violations of 15 U.S.C. 1681b(b)(2) in Florida state and federal courts.<sup>1</sup> That experience and the research conducted in this case have provided counsel with “knowledge of the applicable law.” *Id.* Further, “the resources that counsel” have “commit[ted] to representing the class” have been substantial, as evidenced by their work in this case. *Id.* In short, Plaintiff’s Counsel have represented the Settlement Class well and will continue to do so.

Plaintiff has also represented the Settlement Class well. He has fully participated in all aspects of this litigation including, for example, by retaining experienced class action counsel, participated in the drafting of the Complaint, actively participated in both litigation and settlement,

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<sup>1</sup> See, e.g., *Blaney v. Aimbridge Hospitality, LLC*, No. 18-CA-001358 (Fla. 13th Cir. Ct. July 23, 2018); *Cathey v. Heartland Dental, LLC*, Case No.: 2019-CA-000568 (Fla. 4th Judicial Circuit, Nov. 13, 2018) (court approved FCRA settlement of \$25 per class member); *Hargrett, et al. v. Amazon.com, DEDC, LLC*, M.D. Fla. Case No.: 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 presided over by Judge Lazzara and Judge Jung); M.D. Fla. Case No.: *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); M.D. Fla. Case No.: *Kohler, Kimberly v. SWF Operations, LLC and Domino’s Pizza, LLC*, Case No. 8:14-cv-2568-T-35TGH (appointed class counsel for FCRA class case); *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); *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); *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); *George v. Primary Care Holding Inc.*, Case No. 0:17-cv-60217-BB (S.D. Fla.) (appointed as class counsel in FCRA class); *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).

and has otherwise monitored the progress of this action. Mr. Broady has no conflicts with any class members. The Court should appoint him as Class Representative.

**V. THE PROPOSED NOTICE SHOULD BE APPROVED.**

The Settlement provides for individual, mailed notice and a website that contains detailed information about the case and the Settlement. Under the Settlement Agreement, the Settlement Administrator will mail a notice to each Settlement Class Member following entry of the Preliminary Approval Order. The notice will be in substantially the same form as Exhibit B to the Settlement Agreement (“Notice”) and will be sent via postcard (single card) through the U.S. Mail to Settlement Class Members’ last known addresses (updated through the National Change of Address database (“NCOA”) or comparable means) and will include a claim form.

In addition, after entry of the Preliminary Approval Order, the Settlement Administrator will establish a website that contains the Settlement Agreement, documents such as the operative complaint and answer, and a Question and Answer Notice that contains responses to numerous potential questions about the Settlement (also known as the long-form notice). The Question and Answer Notice is attached as Exhibit C to the Settlement Agreement. Additionally, the claim form is also attached and will be provided to class members in the same form as Exhibit D.

Both the Notice and the Question and Answer Notice describe the Settlement, set forth the Settlement Class Members’ rights and options (including as to filing a claim, objecting, opting out, and appearing), and provide means by which Settlement Class Members can obtain further information about the Settlement. *See Johnson v. NPAS Sols., Inc.*, 2017 WL 6060778, at \*2 (S.D. Fla. Dec. 4, 2017) (approving “postcard notice, claim form, and Question & Answer Notice, which are attached as exhibits to the [class action] Settlement Agreement”).

The notice procedures provided by the Settlement comply with Fla. R. Civ. P. 1.220 (d)(2) and due process. Those procedures include “individual notice to all [Settlement Class] members who can be identified through reasonable effort,” *i.e.*, records available to Defendant and use of the NCOA or comparable means. *Id.* The Notice states in clear, concise, and plain language the nature of the case, the class definition, the issues in the case, how to file a claim, that Settlement Class Members may appear through an attorney if they desire, that the Court will exclude from the Settlement Class those Settlement Class Members who request exclusion, the procedures for requesting exclusion, and the binding effect of a class judgment. *Id.* The Court should thus approve the Notice and notice procedures in the Settlement.

**VI. THE COURT SHOULD APPROVE A SCHEDULE AND PROCEDURES FOR A FAIRNESS HEARING, FILING CLAIMS, OPTING OUT, OBJECTING, AND FILING A MOTION FOR ATTORNEYS’ FEES AND INCENTIVE AWARDS.**

Plaintiff requests that, in conjunction with preliminarily approving the Settlement, the Court schedule a fairness hearing to determine whether to finally approve the Settlement. Plaintiff also requests that the Court approve the deadlines and procedures the Settlement Agreement provides for filing claims, opting out, objecting, and filing a motion for attorneys’ fees, expenses, and an incentive award for Plaintiff.

The procedures for filing a claim, opting out, and objecting, are set forth in detail in the Settlement Agreement, as are the procedures for filing a motion for attorneys’ fees, expenses, and an incentive award. Plaintiff respectfully requests that the claim filing, opt out, and objection procedures be included in the Preliminary Approval Order. *See Johnson*, 2017 WL 6060778, at \*\*2-3; *Almanzar*, 2015 WL 10857401, at \*\*4-5.

**WHEREFORE**, Plaintiff thus respectfully requests that the Court enter the Proposed Order attached as Exhibit A to the Settlement Agreement.

Dated this 20<sup>th</sup> of June, 2023.

Respectfully submitted,

*/s/ Brandon J. Hill*

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**BRANDON J. HILL**

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**LUIS A. CABASSA**

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*Attorneys for Plaintiff and the Proposed Class*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on June 20, 2023, I electronically filed the foregoing with the Clerk of Court by using the ECF system and that a true and correct copy of the foregoing has been furnished via E-mail upon the following:

Matthew J. Pearce, Esquire  
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*Counsel for Waste Pro USA, Inc.*

*/s/Brandon J. Hill*  
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**BRANDON J. HILL**

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**Defendant.**

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**SETTLEMENT AGREEMENT**

**I. Introduction**

This Settlement Agreement (“Agreement”) is made and entered into by and between Named Plaintiff Deonte Broady (hereinafter “Plaintiff” or the “Class Representative”), on his own behalf and on behalf of the Settlement Classes, defined below and described herein, and Defendant Waste Pro USA, Inc. (hereinafter “Defendant”) (collectively, “the Parties”).

**II. Recitals**

A. On October 28, 2022, Plaintiff initiated this action by filing a Complaint in the Circuit Court for the Seventh Judicial Circuit, Civil Division, Volusia County, Florida.

B. Plaintiff brought putative class claims for violation of the Fair Credit Reporting Act 15 U.S.C. § 1681b(b)(3), alleging Defendant failed to provide him with pre-adverse notice prior to taking adverse action against him based on the results of his background check. Plaintiff also alleged Defendant violated 15 U.S.C. § 1681b(b)(2) failed to provide him, and those members of the putative class whom he seeks to represent, with a standalone disclosure prior to obtaining a their background checks.

C. Defendant removed the case on December 6, 2022, on the basis of federal question

jurisdiction. (Doc. 1, ¶¶ 5-6.)

D. The Parties then filed a Joint Motion to Stay the case pending mediation. (Doc. 22). The Court granted that Motion and the case was stayed. (Doc. 23). The Parties then agreed to voluntarily attempt to mediate this case to discuss a possible class wide resolution.

E. On May 25, 2023, the Parties mediated this case with Mark Heilig and a potential class wide resolution reached.

F. The Parties agreed to file a Joint Motion to Remand for the purpose of having the state court from which this action was removed approve the Parties' settlement. Both sides agree that Plaintiff and the putative class members have sufficient standing under federal and Florida law for settlement purposes.

G. The Parties reached an agreement which, if approved by the Court, will resolve all claims of Plaintiff and each of the putative class members for whom approximately 2,134 background checks were procured for employment purposes by entities affiliated with Defendant, and will provide valuable non-monetary relief for the benefit of thousands of others.

H. The Action generally alleges that Defendant violated the FCRA by failing to comply with the FCRA's disclosure and authorization requirements related to consumer reports procured for "employment purposes." Specifically, the Action alleges that Defendant's inclusion of extraneous information in its FCRA Disclosure violated Section 604(b)(2)(A) of the FCRA, 15 U.S.C. § 1681b(b)(2)(A)(i), and, as a result, Defendant lacked authorization to procure consumer reports on the class members in violation of 15 U.S.C. § 1681b(b)(2)(A)(ii). Plaintiff also asserted a claim for violation 15 U.S.C. § 1681b(b)(3).

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

treatment other than for settlement purposes, deny that they have any liability whatsoever, and deny that Plaintiff or any putative class member has suffered any damages, but enter into this Agreement because of the substantial expense of litigation, the length of time necessary to resolve the issues presented, the inconvenience involved, and the disruption to their operations. This Agreement is not, and shall not, in any way be deemed to constitute an admission or evidence of any wrongdoing or liability on the part of Defendant, nor of any violation of any federal, state, or municipal statute, regulation, principle of common law or equity.

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

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

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

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

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

### **III. Definitions.**

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

A. The “Action” shall refer to this lawsuit throughout its pendency and including all venues and forums during that pendency.

B. “Agreement” means this Settlement Agreement and Release.

C. “Class Representative” or “Named Plaintiff” means Named Plaintiff Deonte Broady.

D. “Class Counsel” means Luis A. Cabassa, Brandon J. Hill, and Amanda E. Heystek, of the law firm Wenzel Fenton Cabassa, P.A.

E. “Defendant” shall mean Defendant Waste Pro USA, Inc., and its affiliates, including Waste Pro of Florida, Inc., Waste Pro of Alabama, Inc., Waste Pro of North Carolina, Inc., Waste Pro of South Carolina, Inc., Waste Pro of Georgia, Inc., Waste Pro of Tennessee, Inc., Waste Pro of Mississippi, Inc., Waste Pro of Arkansas, Inc., and Waste Pro of Louisiana, Inc.

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

G. “Class Counsel Attorneys’ Fees” means \$100,000.00 paid separately by Defendant directly to Class Counsel, and includes costs. Defendant does not oppose Class Counsel Attorneys’ Fees. This amount is separate from the Settlement Fund amount and was negotiated separately. This amount is owed in addition to the Settlement Fund amount due to Class Members by Defendant.

H. “Class List” means a list of all members of the Disclosure Settlement Class, to be generated by Defendant and provided to Class Counsel and the Settlement Administrator not more

than ten (10) calendar days after the Court enters a Preliminary Approval Order. The Class List shall be provided in Excel format, and include the following information in a separate field for each class member, as available in Defendants' records: First Name, Middle Name, Last Name; Street Address 1, Street Address 2, City, State, and Zip Code. Defendant shall provide the last known mailing address for each class member.

I. "Class Settlement Amount" is comprised of a Settlement Fund of up to \$150,000.00 from which each of the Disclosure Settlement Class members who file a claim pursuant to the claims process set forth herein will be paid a pro rata share based upon claims made against the settlement fund after the deduction of the named Plaintiff's Incentive Award and costs of administration. Defendant agrees to create fund a Settlement Fund of up to shall deposit with the Defendant agree to fund a Settlement Fund of up to \$150,000. ("Settlement Fund"). That amount will be allocated among the approximately 2,134 class members as follows: every class member who submits a timely and valid claim shall receive a gross amount of \$70.29 ( $\$150,000/2,134$  class members = \$70.29). The costs of settlement administration (estimated at \$15,000) and a \$7,500 general release payment to Deonte Broady (in addition to the net amount to which is entitled as a class member) will be paid from the Settlement Fund, subject to Court approval. To the extent the cost of administration exceeds \$15,000, that amount shall be paid from the Settlement Fund, but in no event shall the costs of administration exceed \$18,000.

J. After the cost of administration and the general release payment are taken from the Settlement Fund, it is estimated that net payments to each class member who timely files a valid claim will be \$59.74 ( $\$150,000 - \$15,000 - \$7,500 = \$127,500/2,134$  class members = \$59.74 net payments to each class member who files a valid claim).

K. Defendant agrees to fund the Settlement Fund within fourteen (14) days of final determination of the number and amount of valid claims ("Net Claims Amount"). Defendant shall

pay the following into the Settlement Fund: (1) the Net Claims Amount; (2) the settlement administration costs, up to \$18,000; and (3) the \$7,500 general release payment to Plaintiff. In no event shall Defendant be required to pay more than \$150,000 into the Settlement Fund. Any remainder of the Settlement Fund after the payment of claims, Service Award, and administrative costs will revert to Defendant.

L. The Disclosure Settlement Class is comprised of 2,134 individuals who were provided the same of similar FCRA disclosure and authorization forms provided to Mr. Broady to purportedly authorize Defendant to then obtain consumer reports from a consumer reporting agency for an employment purpose.

M. “Class Settlement Fund” is the \$150,000 available for the payments to Class Members, Class Representative General Release Payment, and administrative costs.

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

O. “Notice Date” means the date by which the Notice of Settlement shall be sent by the Settlement Administrator to Disclosure Settlement Class Members, in substantially the form attached as Exhibit B to this Agreement and/or as ultimately approved by the Court. Notice shall be delivered not less than sixty (60) days before the date set by the Court for the Final Approval Hearing.

P. “Notice of Settlement” means the short form notice and claim form, attached hereto as Exhibit B, subject to Court approval, which the Settlement Administrator will mail, via first-class U.S. mail, to each member of the Disclosure Settlement Class to explain the terms of the settlement and the claims process. Additionally, the Settlement Administrator will create and maintain a Settlement website containing the Long Form Notice, attached as Exhibit C, along with

certain Court documents, including the Second Amended Complaint, the full Settlement Agreement, and the Court's Preliminary Approval Order. The Settlement Website shall be maintained until the Effective Date.

Q. "Net Settlement Fund" means the amount of money remaining after the Settlement Fund is reduced by the following amounts: (a) the \$7,500 general release payment to the Named Plaintiff Deonte Broady (subject to Court approval); and (b) costs of settlement administration, estimated between \$15,000 to \$18,000, which includes the reasonable and authorized costs and expenses of disseminating and publishing the Class Notice in accordance with the Preliminary Approval Order, and all reasonable and authorized costs and expenses incurred by the Settlement Administrator in administering the Settlement. The costs of administration are capped at \$18,000.

R. "Objection Deadline" or "Opt-Out Deadline" means the date the Court establishes as the deadline by which members of the Disclosure Settlement Class must postmark a written notice of their objections to the preliminarily approved settlement or to exclude themselves from the settlement. The Parties shall jointly request that this date be sixty (60) days after the date on which the Notice of Settlement and Release of Claims is to be mailed pursuant to this Agreement.

S. "Parties" means the Plaintiff and Defendants.

T. "Preliminary Approval Order" means the order in substantially similar form as Exhibit A and providing for, among other things, preliminary approval of the Settlement as fair, reasonable, and adequate; preliminary certification of the Settlement Classes for settlement purposes only; dissemination of the Class Notice to the Disclosure Settlement Class; and finding that the proposed Class Notice is reasonably calculated to apprise the Disclosure Settlement Class Members of the pendency of the Action, the material terms of the proposed Settlement, and the Disclosure Settlement Class Members' options and rights with respect thereto.

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

V. “Released Claims” means all claims, actions, causes of action, suits, debts, sums of money, payments, obligations, defenses, reckonings, promises, damages, penalties, attorneys’ fees and costs, liens, judgments, demands, and any other forms of liability released pursuant to Section V of this Settlement Agreement.

W. “Released Parties” means Defendant and its respective present, former, and future affiliates, parents, subsidiaries, corporate family members, officers, directors, partners, employees, agents, heirs, administrators, executors, members, member entities, shareholders, predecessors, successors, agents, representatives, trustees, principals, assigns, and insurers individually, jointly, and severally.

X. “General Release Payment” is comprised of up to \$7,500 to Deonte Broady in exchange for a comprehensive release of all claims he has, or has ever had, against Defendant and/or Released Parties. Defendant does not oppose this General Release Payment, which is to be paid from the Settlement Fund to the Named Plaintiff subject to Court approval. The Class Members are not subject to this general release. Class members who do not opt out will release claims that were or could have been brought in this lawsuit, including any claims under 15 U.S.C §§ 1681b(b)(2) and 1681b(b)(3). They are not subject to a general release of all claims against Defendant, but Deonte Broady is.

Y. “Settlement Administrator” means the administrator that is chosen by Plaintiff, after a reasonable effort has been made to ensure that costs are kept to a minimum and that a reputable Settlement Administrator is chosen. Plaintiff has chosen American Legal Claim Services, LLC, 8475 Western Way, Jacksonville, FL 32256, who has provided a bid/estimate to complete the notice process within the parameters discussed herein.

Z. “Settlement Class” means the following:

A Disclosure Class consisting of “All individuals who applied for or worked in a position with Defendant or any of its affiliates or subsidiaries in the United States and who were the subject of a consumer report that was procured by Defendant or any of its affiliates or subsidiaries from June 5, 2020 through the date of final judgment”;

AA. “Settlement Class Member” generally means any individual who is a member of the Disclosure Settlement Class who was sent a claim form, an exemplar of which is attached hereto as part of Exhibit B, and who did not timely file an opt out request.

BB. “Settlement Effective Date” means the day after the first date on which all of the following have occurred: (a) all Parties, Class Counsel, and Defendants’ Counsel have executed this Agreement; (b) the Court has preliminarily approved this settlement; (c) reasonable notice has been given to members of the Settlement Classes, including providing them an opportunity to file a claim, or to file an objection to the settlement; (d) the Court has held a final approval hearing, entered a Final Approval Order and Judgment approving the settlement, awarded the Named Plaintiff any General Release Payments, and awarded Class Counsel its reasonable Class Counsel Attorneys’ Fees; and, (e) only if there are written objections filed before the final approval hearing and those objections are not later withdrawn, the last of the following events to occur. If no appeal is filed, then the date on which the objector’s time to appeal the Final Approval Order and Judgment has expired with no appeal or any other judicial review having been taken or sought. If there is no objection, then there is no waiting period for an appeal and the Effective Date is ten (10) business days after entry of the final order granting final approval.

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

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

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

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

1. Monetary Benefits to Settlement Class. In exchange for the Releases and waivers of claims described below, members of the Settlement Class who submit timely claims shall each be entitled to a gross amount of approximately \$70.24, from the Class Settlement Amount from which the costs of administration and the Named Plaintiff's General Release Payment shall be deducted. All Disclosure Class Members must submit a timely and valid claim form (copied attached hereto as part of Exhibit B). More specifically, Defendant agrees to fund a Settlement Fund of up to \$150,000. ("Settlement Fund"). That amount will be allocated among the approximately 2,134 class members as follows: every class member who submits a timely and valid claim shall receive a gross amount of \$70.29 ( $\$150,000/2,134$  class members = \$70.29), from which the costs of settlement administration and the \$7,500 general release payment shall be deducted, pro rata. The costs of settlement administration (estimated at \$15,000) and a \$7,500 general release payment to Deonte Broady (in addition to the net amount to which is entitled as a class member) will be paid from the Settlement Fund, subject to Court approval. To the extent the cost of administration exceeds \$15,000, that amount shall be paid from the Settlement Fund, but in no event shall the costs of administration exceed \$18,000. After the cost of administration and the general release payment are taken from the Settlement Fund, it is estimated that net payments to each class member who timely files a valid claim will be \$59.74 ( $\$150,000 - \$15,000 - \$7,500 = \$127,500/2,134$  class members = \$59.74 net payments to each class member who files a valid claim).

2. General Release Payment to Class Representative. Plaintiff's Counsel may petition the Court for a \$7,500.00 general release payment for Deonte Broady in consideration for

his agreement to provide Defendant with a complete and full general of all claims he has, or may have had, against Defendant up through the date of this agreement. If approved by the Court, the General Release Payment will be paid to Plaintiff by the Settlement Administrator at the same time as the Settlement Payments are issued to Disclosure Settlement Class Members. If not approved, the settlement remains intact, and the General Release Payment amount is simply divided and then shared equally among the class members who timely submit valid claims.

3. Attorneys' Fees and Costs. In addition to the Settlement Fund amount, Defendant agrees to pay Plaintiff's counsel attorneys' fees and costs in the amount of up to \$100,000.00 subject to final Court approval. That amount is due twenty-one (21) days after the Court's final approval of the parties' class action settlement becomes effective. Defendant will not object to this amount as unreasonable. In the event the court reduces the attorneys' fees and costs awarded, this Agreement shall remain in full force and effect and the attorneys' fees and costs shall be reduced to the amount determined by the court. Other than the payment of up to \$100,000 for Plaintiff's attorneys' fees and costs referenced above, Plaintiff agrees to bear all other fees and costs, and shall not be entitled to seek to recover any such amounts from Defendant. By signing this Agreement, the Parties warrant that Class Counsel's attorneys' fees were negotiated separately and only after the amount paid to the class had been agreed upon.

4. Disclosure Settlement Class Members' Distribution. The Settlement Fund will be distributed in the form of a check to each member of the Disclosure Settlement Class submitting a timely, valid claim, mailed to his or her last known address in the amounts described above in Section IV(A)(1). Disclosure Settlement Class Members shall have 60 days from the date on which checks are mailed to negotiate their checks. Any unclaimed portion of the Settlement Fund after distributing the Net Settlement Fund proceeds, and after the 60-day period for negotiating checks, will revert to Defendant.

5. Taxes. The Parties agree the payments to each Disclosure Settlement Class Member are not wages, each Disclosure Settlement Class Member will be solely responsible for correctly characterizing this payment for tax purposes and for paying any taxes owed on this payment.. The Parties also agree that the approved General Release Payment to Named Plaintiff is also not “wages.” Named Plaintiff will be solely responsible for correctly characterizing this payment for tax purposes and for paying any taxes owed on this payment, and the Settlement Administrator on Defendants’ behalf will issue to Plaintiff an IRS Form 1099 for this payment.

6. Payment of Settlement Fund. Within fourteen (14) days of determination of the number and amount of valid claims (“Net Claims Amount”), Defendant will pay, or cause to be paid, by wire transfer, to the Settlement Administrator, the Class Settlement Fund, from which the costs of administration and the General Release Payment shall first be deducted and paid. Following those deductions, the Settlement Administrator shall distribute the remaining money in the settlement fund on a pro rata basis to all Class Members who filed a claim as set forth herein. Defendant shall pay the following into the Settlement Fund: (1) the Net Claims Amount; (2) the settlement administration costs, up to \$18,000; and (3) the \$7,500 general release payment to Plaintiff. In no event shall Defendant be required to pay more than \$150,000 into the Settlement Fund. After the cost of administration and the general release payment are taken from the Settlement Fund, it is estimated that net payments to each class member who timely files a valid claim will be \$59.74 ( $\$150,000 - \$15,000 - \$7,500 = \$127,500 / 2,134$  class members = \$59.74 net payments to each class member who files a valid claim).

7. Payments to Settlement Class Members. All payments to Settlement Class Members will be mailed by the Settlement Administrator by check and delivered by first-class U.S. mail, postmarked within ten (10) calendar days of the Settlement Effective Date. The Settlement Administrator will include with each check an Internal Revenue Service (IRS) Form

1099 for Plaintiff.. All checks will expire sixty (60) days after they are issued and will state this on their face. If any such payment is returned by the U.S. Postal Service as undeliverable, or is un-cashed or not negotiated before it expires, neither Defendants nor the Settlement Administrator nor Class Counsel shall have any further obligations to Plaintiff or any Disclosure Settlement Class Member, except that:

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

b. if Plaintiff or a Disclosure Settlement Class Member contacts the Settlement Administrator or Class Counsel to request a replacement check, the Settlement Administrator will comply with that request by cancelling the initial check and issuing a replacement check, but the replacement check shall expire on the same date as the original check; and

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

B.

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

A. Releases and Waivers of Claims by the Settlement Classes. On the Settlement Effective Date, for the Disclosure Settlement Classes' benefits and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all Disclosure Settlement Class Members, and each of their respective spouses, heirs, executors, trustees,

guardians, wards, administrators, representatives, agents, attorneys, partners, successors, predecessors and assigns, and all those acting or purporting to act on their behalf, fully and forever release, waive, acquit, and discharge Defendant and/or the Released Parties, and their respective parents, subsidiaries, affiliates, officers, directors, employees, agents, attorneys, insurers, and assigns, from any and all claims that the Disclosure Settlement Class have arising out of or relating directly or indirectly in any manner whatsoever to the facts alleged or which could have been alleged or asserted in the Action, including broadly any claim that could be asserted against an employer under the FCRA, including without limitation, any and all claims under 15 U.S.C. §§ 1681b(b)(2)(A) and 1681b(b)(3), of the FCRA.

B. Plaintiff's General Release and Waiver of Claims. On the Settlement Effective Date, Named Plaintiff Deonte Broady, on behalf of himself, agents, insurers, representatives, attorneys, assignees, heirs, executors, vendors, and administrators, will release and forever discharge Defendant and the Released Parties, to the fullest extent permitted by law, from any and all claims Plaintiff has by reason of any cause, matter or thing whatsoever, from the beginning of the world to the date on which the final Settlement Agreement is executed, including both known and unknown and suspected and unsuspected claims and causes of action in addition to or different from those which he now knows or believes to be true with respect to the allegations and subject matters in the Action and including but not limited to any claims relating to his employment with, separation from, or failure to be employed by, Defendant and/or the Released Parties

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

A. No Admission. Defendant has asserted and continue to assert many defenses in this litigation and have expressly denied and continue to deny any fault, wrongdoing or liability whatsoever arising out of the conduct alleged in the Action. Defendant expressly denies any fault,

wrongdoing or liability whatsoever, as well as the validity of each of the claims and prayers for relief asserted in the Action.

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

A. Notice to Disclosure Settlement Class. As soon as practicable but in no event more than ten (10) business days after the Court has issued an order preliminarily approving this settlement in substantially the same form as Exhibit A, the Settlement Administrator will send the approved Notice of Settlement short form notice and claim form, attached as Exhibit B, to all members of the Disclosure Settlement Class via first-class U.S. Mail. The Notice shall be mailed to each member of the Disclosure Settlement Class' last known mailing address, as updated by Class Counsel using the U.S. Postal Service's database of verifiable mailing addresses (the CASS database) and the National Change-of-Address database, and any other commercially reasonable means to obtain valid addresses. The Notice shall bear the Settlement Administrator's mailing address as the return-mail address, and shall include a reference to the Internet site containing the Long-Form Notice, which is attached as Exhibit C.

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

C. Submitting Claims. Disclosure Settlement Class Members must submit their claims in writing to the Settlement Administrator within 60 days from the date notice is mailed.

D. Objections. Any Disclosure Settlement Class Member who wishes to object to the Settlement must file a timely written statement of objection with the Clerk of Court, and mail a copy of that objection with the requisite postmark to Class Counsel and Defense Counsel no later than the Objections Deadline (60 days after mailing). The Notice of Objection must state the case

name and number; the basis for and an explanation of the objection; the name, address, telephone number, and email address of the Disclosure Settlement Class Member making the objection; and a statement of whether the Disclosure Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel. Any Disclosure Settlement Class Member who fails to object in the manner prescribed shall be deemed to have waived and shall be foreclosed forever from raising any objections to the settlement.

E. Right to Opt Out. All members of the Disclosure Settlement Class will have the right to be excluded from (i.e., to “opt out” of) the Disclosure Settlement Class. On or before the Opt-Out Deadline established by the Court (60 days from the mailing of the Notice), each Disclosure Settlement Class Member who elects to opt out of the settlement must send, by first-class U.S. mail, written notice addressed to the Settlement Administrator indicating his or her name and address and stating that he or she desires to opt-out of the settlement or otherwise does not want to participate in the settlement. Any opt out notice must be personally signed by the member. Disclosure Settlement Class Members must opt out of the Disclosure Settlement Class individually. So-called “mass” or “class” opt outs whether filed by third parties on behalf of a “mass” or “class” of Settlement Class Members or multiple Settlement Class Members where no personal statement has been signed by each and every individual Settlement Class Member, are not allowed. Any member of the Disclosure Settlement Class who does not timely (as measured by the postmark on that individual’s written notice) opt out of the settlement by written notice correctly directed to the Settlement Administrator and containing the requisite information shall become a Settlement Class Member and shall be bound by any Orders of the Court, the Judgment, and the Settlement, including the Release. If more than ten percent (10%) of the members of the Settlement Class validly, timely, and individually opt out of the class, Defendant may in its sole discretion exercise the right to void this Agreement, in which case this Agreement will be vacated,

rescinded, cancelled, and annulled, and the Parties will return to the *status quo ante* as if they had not entered into this settlement.

F. Preliminary Settlement Approval. As soon as practicable after the Parties execute this Agreement, the Parties will present this Agreement to the Court for preliminary settlement approval and will request by filing a Joint Motion that the Court enter an order preliminarily approving the settlement in substantially the same form as attached Exhibit A.

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

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

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

1. Approves, without material alteration, the proposed settlement, pursuant to the terms of this Agreement;
2. Finds that the terms of this Agreement are fair, reasonable and adequate to the Settlement Class;
3. Provides that each member of the Disclosure Settlement Class who did not timely exclude himself or herself shall be bound by this Agreement;
4. Finds that the mailing of the Notice of Settlement in the form attached as Exhibit A and the other means of notice required by this Agreement satisfy the requirements of a class action and the requirements of due process;
5. Approves the amount of attorneys' fees and costs to be paid to Class

Counsel and the Service Award to Plaintiff; and,

6. Dismisses all claims made in this case on the merits and with prejudice.

**IX. MISCELLANEOUS PROVISIONS.**

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

B. Communications with Settlement Class Members. The Parties agree that Class Counsel may communicate directly with members of the Settlement Class to answer questions, as needed. The Parties also agree that Defendant may communicate with its customers, employees, or prospective employees, including members of the Settlement Class, in the ordinary course of business.

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

D. Best Reasonable Efforts and Mutual Full Cooperation. The Parties agree to fully cooperate with one other to accomplish the terms of this Agreement, including but not limited to, executing such documents and taking such other actions as may be reasonably necessary to implement the terms of this settlement. The Parties to this Agreement will use their best reasonable efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary or ordered by the Court, or otherwise, to effectuate this Agreement and the terms set forth in it and to ensure that checks are mailed to Disclosure Settlement Class Members in a timely manner. As soon as practicable after execution of this Agreement, Class Counsel will, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's final approval of the Parties' settlement.

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

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

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

H. Standing. For settlement purposes only, Defendant agree not to challenge Plaintiff's standing as a class representative in any judicial forum, state or federal. Nor will Defendant any of the Disclosure Settlement Class Members' standing in any judicial forum, state or federal.

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

J. Construction of Captions and Interpretations. Paragraph titles, captions, or headings in this Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or any provision in it. Each term of this Agreement is contractual and is not merely a recital.

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

To Plaintiffs:

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Facsimile: (407) 316-8969

*Attorneys for Defendant*

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

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

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

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

O. If Settlement Not Approved. If any court disapproves or sets aside the Parties' Settlement or this Agreement or any material part of either for any reason or refuses to enter or give effect to the Final Approval Order or holds that any terms of the Settlement or this Agreement or any of the attached exhibits should be modified in any material way, then the Parties may either jointly agree to accept the Settlement or this Agreement as judicially modified or, if they do not agree, either Party may appeal that ruling to the extent possible, or, in the alternative, terminate the Agreement. If the Agreement is terminated pursuant to this provision, or if an appeal is filed and if the Settlement, this Agreement, or the Final Approval Order or its equivalent in all material respects are not in effect after the termination of all proceedings arising out of that appeal, then unless the Parties jointly agree otherwise, this Agreement shall become null and void, the Parties will return to the status quo ante, the Settlement Fund amount shall be returned to Defendant, and the Parties will jointly request that the Action proceed.

**X. EXHIBITS**

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

**XI. EXECUTION**

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

Deonte Broady  
Deonte Broady  
Plaintiff and Class Representative

06 / 01 / 2023  
Date

Shannon L Early  
Waste Pro USA, Inc.

June 5, 2023  
Date

By: Shannon L Early  
Its: VP Human Resources

# **EXHIBIT A**

**IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT  
IN AND FOR VOLUSIA COUNTY, FLORIDA  
CIVIL DIVISION**

**DEONTE BROADY, on behalf of  
himself and on behalf of all others  
similarly situated,**

**Plaintiff,**

v.

**CASE NO.: 2022 11719 CIDL**

**WASTE PRO USA, INC.,**

**Defendant.**

\_\_\_\_\_ /

**[PROPOSED] ORDER OF PRELIMINARY APPROVAL**

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

Capitalized terms in this Order shall have the meanings set forth in the Settlement Agreement.

**I. Preliminary Approval of the Settlement**

1. Based on a review of the motion for preliminary approval and all other papers submitted in connection with the motion, the Court finds it has jurisdiction over this action and that the named Plaintiff has standing as to his claims under 15 U.S.C. § 1681b(b)(2)(i)-(ii) and 15 U.S.C. § 1681b(b)(3)(A).

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

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

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

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

All individuals who applied for or worked in a position with the Defendant or any of its affiliates or subsidiaries in the United States and who were the subject of a consumer report that was procured by Defendant or any of its affiliates or subsidiaries from June 5, 2020 through the date of final judgment.

5. For settlement purposes only, the Disclosure Settlement Class meets the requirements for class certification under Rules 1.220(a) and (b)(3), Florida Rules of Civil Procedure. The identities of the members of the Disclosure Settlement Class can be ascertained from records available to Defendant.

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

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

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

9. For settlement purposes only, Rule 1.220(a)(4) is satisfied because no conflict of interest exists between the Named Plaintiff and the Settlement Class, and the Named Plaintiff has retained competent counsel to represent him and the Settlement Class. Plaintiff's counsel, Luis A.

Cabassa, Brandon J. Hill, and Amanda E. Heystek, of Wenzel Fenton Cabassa, P.A., regularly engage in FCRA lawsuits and are capable of adequately representing the Settlement Class Members' interests in this action.

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

11. Additionally, both the Named Plaintiff and the Class Members have sufficient standing for settlement purposes.

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

11. Luis A. Cabassa, Brandon J. Hill, and Amanda E. Heystek of Wenzel Fenton Cabassa, P.A., are appointed as Class Counsel for the Settlement Class.

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

13. Deonte Broady is appointed as Class Representative.

### **IV. Notice**

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

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

16. The Court further orders that:

a. **Notice.** No later than ten (10) business days after entry of this Order (the “Notice Date”), the Settlement Administrator must mail the Notice and establish the Settlement Website, including the Question and Answer Notice, in accordance with the Settlement Agreement.

b. **Motion for Final Approval, Attorneys’ Fees and Costs.** No later than 21 days before the Final Fairness Hearing, the Parties are directed to file their Motion For Final Approval and Plaintiff’s attorneys’ fees and costs and the Named Plaintiff’s General Release Payment. Class Members shall file any opposition to Plaintiff’s Motion For Final Approval and as to Plaintiff’s attorneys’ fees and costs and the Named Plaintiff’s General Release Payment at least seven (7) days prior to the final hearing.

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

- (i) state the objector’s full name, current address, and telephone number;
- (ii) include the Claim Number listed on the Notice sent to the objector;
- (iii) contain the objector’s original signature;
- (iv) state that the objector objects to the Settlement, in whole or in part;
- (v) state the legal and factual basis for the objection;
- (vi) attach copies of any documents that the objector wants the Court to consider in support of the objection;
- (vii) identify by name, address, and bar number any attorney who represents the objector with respect to the objection or who assisted or advised the objector in any way with respect to the objection;

- (viii) list by case name and civil action number all class action settlements to which the objector (or any attorney that meets the description of subsection vii immediately above) have objected within the last five years; and send each to the following:

Clerk of Court                      Clerk of the Court, Circuit Court of the Seventh Judicial Circuit, in and for Osceola County, Florida, 1769 E. Moody Blvd. Bunnell, FL 32110.  
File: *Broady v. Waste Pro USA, Inc.*, Case No.: 2022 11719 CIDL

Class Counsel                      Brandon J. Hill  
Luis A. Cabassa  
Wenzel Fenton Cabassa, P.A.  
1110 N. Florida Ave., Suite 300  
Tampa, FL 33602

Defendants' Counsel                Matthew J. Pearce, Esquire  
Amy S. Shay, Esquire  
Lance D. King, Esquire  
The VUE at Lake Eola  
220 N. Rosalind Avenue  
Orlando, Florida 32801

d. **Fairness Hearing**. The final Fairness Hearing is scheduled for [DATE], at [TIME] at the Circuit Court of the Seventh Judicial Circuit, in and for Osceola County, Florida, 1769 E. Moody Blvd. Bunnell, FL 32110, in Courtroom #[ ] before Judge \_\_\_\_\_. The hearing may be conducted by Zoom or by phone in the Court's discretion.

SO ORDERED, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**CIRCUIT COURT JUDGE**

Copies furnished to all counsel of record

# **EXHIBIT B**

**(short form notice +  
claim form)**

**COURT-ORDERED**

**NOTICE**

Class Action Notice

*Broady v. Waste Pro USA, Inc.*

A settlement has been reached in a class action lawsuit against Waste Pro USA, Inc. ("Defendant") for alleged violations of the Fair Credit Reporting Act ("FCRA"). Named Plaintiff Deonte Broady ("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 \$150,000.00 from which class members' claims along with the costs of administration and a general release payment will be paid. From the remaining funds, every class member who timely submits a Claim Form will receive a net payment of approximately \$59.74. Left over and unclaimed funds will return to Defendant.

www.[ ] .com

(Notice Continued Inside)

*Broady v. Waste Pro USA, Inc.* - Class Action  
c/o Settlement Administrator  
PO Box 23680  
Jacksonville, FL 32241-3680  
Postmaster: Do Not Mark Barcode  
\*«keyline»\*

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

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

***Broady v. Waste Pro USA, Inc.***  
**Class Action Settlement Claim Form**

IF you wish to receive payment, you **MUST** mail this completed postcard POSTMARKED NO LATER THAN \_\_\_\_\_. No online or emailed claims will be accepted.

First \_\_\_\_\_ Last \_\_\_\_\_

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 \$150,000 and that the settlement administration expenses will be paid from the gross Settlement Fund along with a general release payment of up to \$7,500 to the Named Plaintiff. I also understand it is estimated that the payment to each Class Member will be approximately \$59.74. I would like to receive a check in this amount, and understand any such check will be mailed to the last mailing address Defendant had on file for me.

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

***Administrator Use Only – Do Not Write Below This Line***

474

NID: «noticeid»  
v1.0  
«pin»

noticeid  
pin

**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 of Defendant's employees and job applicants who applied for or worked in a position with the Defendants in the United States and who were the subject of a consumer report that was procured by Defendant from \_\_\_\_\_ through the date of final judgment."

**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 \$59.74.

**THE ATTACHED CLAIM FORM MUST BE MAILED TO THE CLASS SETTLEMENT ADMINISTRATOR AND POSTMARKED BY NO LATER THAN \_\_\_\_\_.**

**Who Represents Me?** The Court appointed lawyers Luis A. Cabassa, Brandon J. Hill, and Amanda E. Heystek, from Wenzel Fenton Cabassa, P.A., as Class Counsel. They will seek attorneys' fees and costs separately in an amount of up to \$100,000 paid directly by Defendant.

**When Will the Court Consider the Proposed Settlement?** The Court will hold the Final Approval The final Fairness Hearing is scheduled for [DATE], at [TIME] at the Circuit Court of the Seventh Judicial Circuit, in and for Osceola County, Florida, 1769 E. Moody Blvd. Bunnell, FL 32110, in Courtroom #[ ] before Judge [ ]. The hearing may be conducted by Zoom or by phone without further notice.

474 - «noticeid»  
«fname» «lname»

**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 \_\_\_\_\_. The address is: *Broady v. Waste Pro USA, Inc.*, c/o Settlement Administrator, PO Box 23680, Jacksonville, FL 32241-3680.

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 \_\_\_\_\_. Full instructions for objecting are available in the long form notice available on the settlement website at www.\_\_\_\_\_.com.

**How Do I Get More Information?** For more information, contact the settlement administrator at (800) 657-1193 or via e-mail at info@\_\_\_\_\_.com, or visit the following settlement website [www.\\_\\_\\_\\_\\_.com](http://www._____.com)

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



PLACE  
STAMP  
HERE

**Broady CLASS ACTION  
PO BOX 23680  
JACKSONVILLE FL 32241-3680**



fol  
d

fol  
d

# **EXHIBIT C**

**(long form notice)**

**IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT  
IN AND FOR VOLUSIA COUNTY, FLORIDA  
CIVIL DIVISION**

**DEONTE BROADY, on behalf of  
himself and on behalf of all others  
similarly situated,**

**Plaintiff,**

v.

**CASE NO.: 2022 11719 CIDL**

**WASTE PRO USA, INC.,**

**Defendant.**

\_\_\_\_\_ /

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

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

This notice relates to a proposed settlement in a class action lawsuit which alleges that Defendant Waste Pro USA, Inc. violated the Fair Credit Reporting Act (“FCRA”). Plaintiff Deonte Broady (“Plaintiff”) alleged that Defendant violated the FCRA by inserting extraneous information into forms authorizing the procurement and use of consumer report information in background checks for employment purposes, by not by providing him with the required pre-adverse notice to applicants prior to taking adverse action against them, and by obtaining consumer reports without the proper authorization. Defendant denies that it violated the law in any way whatsoever. The two sides disagree as to whether Defendant’s conduct was permitted under the FCRA, whether Defendant would be liable under the FCRA with respect to that conduct and, if so, the extent of any such liability. The parties have, however, agreed to resolve the lawsuit through a Court-supervised settlement.

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

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>How to Get Paid from the Settlement:</b>	If you timely return the attached Claim Form, and the Court grants final approval of the Class Settlement, you will be sent a Settlement Check of approximately \$59.74. Depending upon the cost of notice, administration, and other expenses approved by the court, including a general release payment to the Named Plaintiff, the amount of each Settlement Check may be reduced on a pro rata (proportional) basis.

	THE CLAIM FORM MUST BE RECEIVED BY THE CLASS SETTLEMENT ADMINISTRATOR NO LATER THAN _____, 2023
<b>What happens if you do nothing:</b>	If the Court approves the settlement and you do nothing, you will be releasing your claims and you will not receive your share of a class action settlement, up to \$59.74. The Full Release and Released Parties are available on the Settlement Website, [WEB ADDRESS]
<b>How to ask that you be excluded:</b>	You have the right to exclude yourself from the settlement completely (“opt out”). You can opt out by following the instructions on the Settlement website. You will not receive any monetary payments from the Settlement. You will not have any right to object, but you will not be bound by the terms of this Settlement and will retain your right to file your own lawsuit. The opt out deadline is _____, 2023.
<b>Object by [DATE]:</b>	You may write to the Court about why you don’t like the settlement. You cannot object if you opt out.
<b>Go to a Hearing on DATE</b>	Ask to speak in Court about the fairness of the settlement.

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

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## Basic Information

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

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

All individuals who applied for or worked in a position with Defendant or any of its affiliates or subsidiaries in the United States and who were the subject of a consumer report that was procured by Defendant or any of its affiliates or subsidiaries from **June 5, 2020** through the date of final judgment.

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

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

### 2. What is the lawsuit about?

Plaintiff alleges that Defendant's pre-employment Background Check Form, and Defendant's alleged procurement of consumer reports on the basis of that form, violate the Fair Credit Reporting Act ("FCRA"). Plaintiff also alleged Defendant failed to provide him with the required pre-adverse action notice before taking adverse action against him, and that it obtained reports

about him and Class Members without proper authorization. Based on this allegation, Plaintiff seeks statutory damages.

Defendant disputes Plaintiff's allegations and denies all liability to Plaintiff and the Disclosure Settlement Class. No court has found Defendant violated the law in any way. No Court has found that the Plaintiff could recover any certain amount in this litigation. Although the Court has authorized Notice to be given of the proposed Settlement, this Notice does not express the opinion of the Court on the merits of the claims or defenses asserted by either side in the lawsuit.

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

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

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

The Court did not decide this case in favor of the Class Representative or in favor of Defendant. Instead, Counsel for the Disclosure Settlement Class investigated the facts and applicable law regarding the Class Representative's claims and Defendant's defenses. The parties engaged in lengthy and arm's-length negotiations to reach this settlement, and only did so with the help of a mediator. The Class Representative and Counsel for the Disclosure Settlement Class believe that the proposed settlement is fair, reasonable, and adequate and in the best interests of the class. Both sides agree that, by settling, Defendant is not admitting any liability or that it did anything wrong. Both sides want to avoid the uncertainties and expense of further litigation.

## **Who Is In The Settlement**

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

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

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

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

If you timely return the attached Claim Form or file a claim through the Settlement Website, and the Court grants final approval of the Class Settlement, you will be sent a Settlement Check for UP TO \$59.74. Defendant agrees to create fund a Settlement Fund of up to shall deposit with the

Defendant agree to fund a Settlement Fund of up to \$150,000. (“Settlement Fund”). That amount will be allocated among the approximately 2,134 class members as follows: every class member who submits a timely and valid claim shall receive a gross amount of \$70.29. The costs of settlement administration (estimated at \$15,000) and a \$7,500 general release payment to Deonte Broady (in addition to the net amount to which is entitled as a class member) will be paid from the Settlement Fund, subject to Court approval. To the extent the cost of administration exceeds \$15,000, that amount shall be paid from the Settlement Fund, but in no event shall the costs of administration exceed \$18,000. After the cost of administration and the general release payment are taken from the Settlement Fund, it is estimated that net payments to each class member who timely files a valid claim will be \$59.74. In addition to the Settlement Fund amount, Defendant also agrees to pay Plaintiff’s counsel attorneys’ fees and costs in the amount of up to \$100,000.00 subject to final Court approval.

THE CLAIM FORM MUST BE RECEIVED BY THE CLASS SETTLEMENT ADMINISTRATOR NO LATER THAN \_\_\_\_\_, 2023.

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

The final Fairness Hearing is scheduled for [DATE], at [TIME] at the Circuit Court of the Seventh Judicial Circuit, in and for Osceola County, Florida, 1769 E. Moody Blvd. Bunnell, FL 32110, in Courtroom #[ ] before Judge \_\_\_\_\_ to decide whether to approve the settlement. It is also possible that there may be appeals. Payments to members of the Settlement Class will be made only if the settlement is finally approved and all appeals are resolved. This may take some time, so please be patient.

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

Upon the Court’s approval of the settlement, all members of the Settlement Class who do not exclude themselves (as well as spouses, heirs, and others who may possess rights on their behalf) will fully release Defendant (and its affiliates, subsidiaries, employees, and others who may be subject to claims with respect to Defendant as specified in the Settlement Agreement) for all claims under 15 U.S.C §§ 1681b(b)(2) and 1681b(b)(3). If the Court approves the settlement and you do nothing, you will be releasing your claims and you will not receive your share of a class action settlement, up to \$59.74. The Full Release and Released Parties are available on the Settlement Website, [WEB ADDRESS].

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

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

*Broady v. Waste Pro USA, Inc.*

Claims Administrator  
c/o American Legal Claim Services, LLC  
8475 Western Way  
Jacksonville, FL 32256

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

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

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this settlement resolves regarding background check-related claims.

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

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

**The Lawyers Representing You**

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

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

Luis A. Cabassa, Esq.  
Brandon J. Hill, Esq.  
Amanda E. Heystek, Esq.  
WENZEL FENTON CABASSA, P.A.  
1110 North Florida Ave., Suite 300  
Tampa, Florida 33602  
Telephone: (813) 224-0431

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

**13. How will the lawyers be paid?**

Class Counsel intend to apply to the Court for an award of attorneys' fees and costs in an amount

not to exceed \$100,000. If approved by the Court, this amount will be paid separately by Defendant directly to Class Counsel. The Court may award less. Named Plaintiff Deonte Broady will also ask for a general release payment as consideration for the general release of any and all claims he has, or has ever had, against Defendant, in an amount not to exceed \$7,500. Finally, the cost of the settlement administration will be paid by the Fund. These amounts will be paid by Defendant (as to fees and costs), or from the Settlement Fund (as to the cost of administration and the general release payment), not by you.

## Objecting To The Settlement

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

You can object to any aspect of the proposed settlement by filing and serving a written objection. Your written objection must include: (1) your name, address, telephone number, email address and signature; (2) a detailed statement of the specific factual and legal basis for the objection(s) being asserted; (3) a notice of your intent to appear at the final Fairness Hearing at [TIME] on [DATE], if you intend to appear; and (4) a detailed description of any and all evidence, including copies of any exhibits, which you may offer at the Fairness Hearing. Additional details about objecting are included in the Court's Order Granting Preliminary Approval of the Settlement, which is available on the settlement website [insert].

You must file any objection with the Clerk of the Court at the address below within 60 days of the postmark on this Notice:

Clerk of Court  
Circuit Court of the Seventh Judicial Circuit, in and for Osceola County, Florida  
1769 E. Moody Blvd. Bunnell, FL 32110  
*Broady v. Waste Pro USA, Inc.*  
Case No.: 2022 11719 CIDL

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

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

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

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

There will be a Fairness Hearing to consider approval of the proposed settlement [DATE], at [TIME] at the Circuit Court of the Seventh Judicial Circuit, in and for Osceola County, Florida 1769 E. Moody Blvd. Bunnell, FL 32110, in Courtroom #[ ] before Judge [ ] .

The hearing may be postponed to a later date without further notice, but that information will be available on the settlement website should the hearing be rescheduled. The purpose of the hearing is to determine the fairness, reasonableness, and adequacy of the terms of settlement; whether the Disclosure Settlement Class is adequately represented by the Class Representative and Counsel for the Disclosure Settlement Class; and whether an order and final judgment should be entered approving the proposed settlement. The Court also will consider Settlement Class Counsel's application on an award of attorneys' fees and expenses and Class Representative's Service Award.

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

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

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

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

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

### **Getting More Information**

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

This Notice is only a summary. For a more detailed statement of the matters involved in the lawsuit or the settlement, you may refer to the papers filed in this case during regular calendar hours at the office of the Clerk of Court Circuit Court of the Seventh Judicial Circuit, in and for Osceola County, Florida 1769 E. Moody Blvd. Bunnell, FL 32110, Case Name: *Broady v. Waste Pro USA, Inc.*, Case No.: 2022 11719 CIDL.

The full Settlement Agreement and certain pleadings filed in this case can also be requested, in writing, from the Claims Administrator, identified above, and also accessed on the website created for this settlement by the Claims Administrator, available at [www.\[\]\(\).com](http://www.[]().com).

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

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

Brandon J. Hill, Esq.  
Luis A. Cabassa, Esq

Amanda E. Heystek  
WENZEL FENTON CABASSA, P.A.  
1110 North Florida Ave., Suite 300  
Tampa, Florida 33602  
Class Counsel for Plaintiff

or

Matthew J. Pearce  
Amy S. Shay  
Lance D. King  
The VUE at Lake Eola  
220 N. Rosalind Avenue  
Orlando, Florida 32801  
Counsel for Defendant

**IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT  
IN AND FOR VOLUSIA COUNTY, FLORIDA  
CIVIL DIVISION**

**DEONTE BROADY, on behalf of  
himself and on behalf of all others  
similarly situated,**

**Plaintiff,**

**v.**

**CASE NO.: 2022 11719 CIDL**

**WASTE PRO USA, 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 L.L.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, 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 nearly 600 federal cases.

6. I possess the requisite experience necessary to serve as class counsel in this case. 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);
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- *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);
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- *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);
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- *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 al.*, Case No.: 8:20-cv-02275-CEH-AEP (appointed as class counsel in Fair Credit Reporting Act case involving 29,000+ class members);
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- *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. I have been retained by Plaintiff as counsel in the instant case. I possess the experience required to represent the proposed class. I have confidence that the Class Representative has been and will be loyal to the class. Mr. Broady has and will continue to actively participate in the prosecution of this case.

8. No conflicts, disabling or otherwise, exist between Plaintiff and the class members because they have been subjected to the same conduct alleged in the Complaint that violates the Fair Credit Reporting Act.

9. I have no conflicts with any class members.

10. I and my co-counsel have the desire, intention and ability to prosecute these claims and have been doing so in the face of strenuous opposition by Defendant.

11. Plaintiff filed his initial complaint on October 28, 2022. The lawsuit is brought as a class action. It includes two counts. The Action generally alleges that Defendant violated the FCRA by failing to comply with the FCRA's disclosure and authorization requirements related to consumer reports procured for "employment purposes."

12. Specifically, the Action alleges that Defendant's inclusion of extraneous information in its FCRA Disclosure violated Section 604(b)(2)(A) of the FCRA, 15 U.S.C. § 1681b(b)(2)(A)(i), and, as a result, Defendant lacked authorization to procure consumer reports on the class members in violation of 15 U.S.C. § 1681b(b)(2)(A)(ii). Plaintiff also brought a claim for violation of 15 U.S.C. § 1681b(b)(3).

13. After the lawsuit was filed, Defendant removed the action to the United States District Court for the Middle District of Florida, Orlando Division.

14. Thereafter, the parties agreed to participate in early mediation to try and resolve this matter on a class basis.

15. Once an agreement was reached at mediation, the Parties then filed a Joint Motion to Remand this case back to state court.

16. During mediation, and with the assistance of a highly-skilled and well-respected mediator, Mark Heilig, the parties were able to reach a settlement in principle (“Settlement”) to resolve this action on the following key terms:

- Defendant agrees to create fund a Settlement Fund of up to shall deposit with the Defendant agree to fund a Settlement Fund of up to \$150,000. (“Settlement Fund”). That amount will be allocated among the approximately 2,134 class members as follows: every class member who submits a timely and valid claim shall receive a gross amount of \$70.29 ( $\$150,000/2,134$  class members = \$70.29);
- The costs of settlement administration (estimated at \$15,000) and a \$7,500 general release payment to Deonte Broady (in addition to the net amount to which is entitled as a class member) will be paid from the Settlement Fund, subject to Court approval. To the extent the cost of administration exceeds \$15,000, that amount shall be paid from the Settlement Fund, but in no event shall the costs of administration exceed \$18,000;
- After the cost of administration and the general release payment are taken from the Settlement Fund, it is estimated that net payments to each class member who timely files a valid claim will be \$59.74 ( $\$150,000 - \$15,000 - \$7,500 = \$127,500/2,134$  class members = \$59.74 net payments to each class member who files a valid claim);
- Defendant agrees to fund the Settlement Fund within fourteen (14) days of final determination of the number and amount of valid claims (“Net Claims Amount”). Defendant shall pay the following into the Settlement Fund: (1) the Net Claims Amount; (2) the settlement administration costs, up to \$18,000; and (3) the \$7,500 general release payment to Plaintiff. In no event shall Defendant be required to pay more than \$150,000 into the Settlement Fund;
- Class members who do not opt out will release claims that were or could have been brought in this lawsuit, including any claims under 15 U.S.C §§ 1681b(b)(2) and 1681b(b)(3). They are not subject to a general release of all claims against Defendant, but Deonte Broady is; and, finally,
- In addition to the Settlement Fund amount, Defendant agrees to pay Plaintiff’s counsel attorneys’ fees and costs in the amount of up to \$100,000.00 subject to final Court approval.

17. The per-class member recovery is in line with (and much better than) most FCRA disclosure settlements of which I am aware, including the dozens I've been involved in other the last few years.

18. The decision to mediate this case, and resolve this case, on a class basis was well informed. In fact, a settlement was only reached with the assistance of a highly-respected mediator, Mark Heilig.

19. 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 20<sup>th</sup> day of June, 2023.

*/s/Brandon J. Hill*  
\_\_\_\_\_  
BRANDON J. HILL

**IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT  
IN AND FOR VOLUSIA COUNTY, FLORIDA  
CIVIL DIVISION**

**DEONTE BROADY, on behalf of  
himself and on behalf of all others  
similarly situated,**

**Plaintiff,**

**v.**

**CASE NO.: 2022 11719 CIDL**

**WASTE PRO USA, INC.,**

**Defendant.**

\_\_\_\_\_ /

**DECLARATION OF LUIS A. CABASSA**

I represent Plaintiff in the above matter, along with the other attorneys in my firm.

1. Regarding my relevant educational and professional background, I have been engaged in the practice of law for approximately twenty-eight (28) years. The corresponding state and federal bar admissions are:

- Supreme Court of Florida (1995)
- United States Court of Appeals for the Eleventh Circuit (1998)
- United States District Court for the Southern District of Florida (2003)
- United States District Court for the Northern District of Florida (1995)
- United States District Court for the Middle District of Florida (1997)

2. I obtained a *Juris Doctor* in 1995 from the Florida State University College of Law (With Honors) and a B.S. in Industrial Labor Relations from Cornell University in 1992.

3. For over twenty years, my practice has been devoted almost exclusively to Labor and Employment Law. I have extensive trial experience in State and Federal Court, including several collective and class actions.

4. Since 2005, I have been Board Certified by the Florida Bar as a Specialist in Labor and Employment Law. I am also AV rated by Martindale Hubbell and a Fellow of the American Bar Foundation.

5. I have served on the Board Certification Committee for the Labor and Employment Section of the Florida Bar.

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

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7. I have been retained by Plaintiff as counsel in the instant case. I possess the experience required to represent the proposed class. I have confidence that the Class Representative has been and will be loyal to the class. Mr. Broady has and will continue to actively participate in the prosecution of this case.

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9. I have no conflicts with any class members.

10. I and my co-counsel have the desire, intention and ability to prosecute these claims and have been doing so in the face of strenuous opposition by Defendants.

11. Plaintiff filed his initial complaint on October 28, 2022. The lawsuit is brought as a class action. It includes two counts. The Action generally alleges that Defendant violated the FCRA by failing to comply with the FCRA's disclosure and authorization requirements related to consumer reports procured for "employment purposes."

12. Specifically, the Action alleges that Defendant's inclusion of extraneous information in its FCRA Disclosure violated Section 604(b)(2)(A) of the FCRA, 15 U.S.C. § 1681b(b)(2)(A)(i), and, as a result, Defendants lacked authorization to procure consumer reports on the class members in violation of 15 U.S.C. § 1681b(b)(2)(A)(ii). Plaintiff also brought a claim for violation of 15 U.S.C. § 1681b(b)(3).

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- After the cost of administration and the general release payment are taken from the Settlement Fund, it is estimated that net payments to each class member who timely files a valid claim will be \$59.74 ( $\$150,000 - \$15,000 - \$7,500 = \$127,500/2,134$  class members = \$59.74 net payments to each class member who files a valid claim);
- Defendant agrees to fund the Settlement Fund within fourteen (14) days of final determination of the number and amount of valid claims (“Net Claims Amount”). Defendant shall pay the following into the Settlement Fund: (1) the Net Claims Amount; (2) the settlement administration costs, up to \$18,000; and (3) the \$7,500 general release payment to Plaintiff. In no event shall Defendant be required to pay more than \$150,000 into the Settlement Fund;
- Class members who do not opt out will release claims that were or could have been brought in this lawsuit, including any claims under 15 U.S.C §§ 1681b(b)(2) and 1681b(b)(3). They are not subject to a general release of all claims against Defendant, but Deonte Broady is; and, finally,
- In addition to the Settlement Fund amount, Defendant agrees to pay Plaintiff’s counsel attorneys’ fees and costs in the amount of up to \$100,000.00 subject to final Court approval.

17. The per-class member recovery is in line with (and actually much better than) most FCRA disclosure settlements of which I am aware, including the dozens I've been involved in other the last few years.

18. The decision to mediate this case, and resolve this case, on a class basis was well informed. In fact, a settlement was only reached with the assistance of a highly-respected mediator, Mark Heilig.

19. 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 20<sup>th</sup> day of June, 2023.

*/s/ Luis A. Cabassa*  
LUIS A. CABASSA

**IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT  
IN AND FOR VOLUSIA COUNTY, FLORIDA  
CIVIL DIVISION**

**DEONTE BROADY, on behalf of  
himself and on behalf of all others  
similarly situated,**

**Plaintiff,**

**v.**

**CASE NO.: 2022 11719 CIDL**

**WASTE PRO USA, INC.,**

**Defendant.**

\_\_\_\_\_ /

**DECLARATION OF AMANDA E. HEYSTEK**

I, Amanda E. Heystek, 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 an attorney at Wenzel Fenton & Cabassa, P.A., and counsel in the above-styled case.

3. I have been a member of the Florida Bar since June of 2000. I have a J.D. from Southern Illinois University School of Law, and two Bachelor's degrees from Southern Illinois University.

4. I've practiced law as an Assistant Public Defender at the Sixth Circuit Public Defenders Office and as a solo practitioner from my own firm specializing in family law in Jacksonville, Florida. I later joined the non-profit Disability Rights Florida, Inc., where I practiced exclusively in the field of civil rights for people with disabilities for the next decade, focusing on securing injunctive relief for clients on an individual and systemic basis. The systemic work I

provided at Disability Rights Florida, Inc., involved multi-plaintiff litigation specifically seeking injunctive relief.

5. In September 2019, I joined the law firm of Wenzel Fenton Cabassa, P.A., and have provided legal support to Brandon J. Hill and Luis A. Cabassa in their class action work. Recently, I was appointed as Class Counsel in *Roubert v. Capital One Financial Corp.*, M.D. Fla Case No. 8:21-cv-2852-TPB-TGW (preliminary approval of class action in COBRA case).

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

7. I have represented employees in all stages of litigation in federal and state courts throughout Florida. In the federal districts of Florida alone I have served as co-counsel or lead counsel in 100+ federal cases.

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

9. I have been retained by Plaintiff as counsel in the instant case along with lead counsel, Brandon J. Hill, and attorney Luis A. Cabassa.

7. No conflicts, disabling or otherwise, exist between Plaintiff Deonte Broady and the class members because they have been subjected to the same conduct alleged in the Complaint that violates the Fair Credit Reporting Act.

8. I have no conflicts with any class members.

9. I and my co-counsel have the desire, intention and ability to prosecute these claims and have been doing so in the face of strenuous opposition by Defendant.

10. Plaintiff filed his initial complaint on October 28, 2022. The lawsuit is brought as a class action. It includes two counts. The Action generally alleges that Defendant violated the

FCRA by failing to comply with the FCRA's disclosure and authorization requirements related to consumer reports procured for "employment purposes."

11. Specifically, the Action alleges that Defendant's inclusion of extraneous information in its FCRA Disclosure violated Section 604(b)(2)(A) of the FCRA, 15 U.S.C. § 1681b(b)(2)(A)(i), and, as a result, Defendants lacked authorization to procure consumer reports on the class members in violation of 15 U.S.C. § 1681b(b)(2)(A)(ii). Plaintiff also brought a claim for violation of 15 U.S.C. § 1681b(b)(3).

12. After the lawsuit was filed, Defendant removed the action to the United States District Court for the Middle District of Florida, Orlando Division.

13. Thereafter, the parties agreed to participate in an early mediation to try and resolve this matter on a class basis.

14. Once an agreement was reached at mediation, the Parties then filed a Joint Motion to Remand this case back to state court. During mediation, and with the assistance of a highly-skilled and well-respected mediator, Mark Heilig, the parties were able to reach a settlement in principle ("Settlement") to resolve this action on the following key terms:

- Defendant agrees to create fund a Settlement Fund of up to shall deposit with the Defendant agree to fund a Settlement Fund of up to \$150,000. ("Settlement Fund"). That amount will be allocated among the approximately 2,134 class members as follows: every class member who submits a timely and valid claim shall receive a gross amount of \$70.29 ( $\$150,000/2,134$  class members = \$70.29);
- The costs of settlement administration (estimated at \$15,000) and a \$7,500 general release payment to Deonte Broady (in addition to the net amount to which is entitled as a class member) will be paid from the Settlement Fund, subject to Court approval. To the extent the cost of administration exceeds \$15,000, that amount shall be paid from the Settlement Fund, but in no event shall the costs of administration exceed \$18,000;
- After the cost of administration and the general release payment are taken from the Settlement Fund, it is estimated that net payments to each class

member who timely files a valid claim will be \$59.74 ( $\$150,000 - \$15,000 - \$7,500 = \$127,500 / 2,134$  class members = \$59.74 net payments to each class member who files a valid claim);

- Defendant agrees to fund the Settlement Fund within fourteen (14) days of final determination of the number and amount of valid claims (“Net Claims Amount”). Defendant shall pay the following into the Settlement Fund: (1) the Net Claims Amount; (2) the settlement administration costs, up to \$18,000; and (3) the \$7,500 general release payment to Plaintiff. In no event shall Defendant be required to pay more than \$150,000 into the Settlement Fund;
- Class members who do not opt out will release claims that were or could have been brought in this lawsuit, including any claims under 15 U.S.C §§ 1681b(b)(2) and 1681b(b)(3). They are not subject to a general release of all claims against Defendant, but Deonte Broady is; and, finally,
- In addition to the Settlement Fund amount, Defendant agrees to pay Plaintiff’s counsel attorneys’ fees and costs in the amount of up to \$100,000.00 subject to final Court approval.

15. The per-class member recovery is in line with (and actually much better than) most FCRA disclosure settlements of which I am aware, including the dozens I’ve been involved in other the last few years.

16. The decision to mediate this case, and resolve this case, on a class basis was well informed. In fact, a settlement was only reached with the assistance of a highly-respected mediator, Mark Heilig.

17. For these reasons, I support this class action settlement.

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

Dated this 20<sup>th</sup> day of June, 2023.

/s/ Amanda E. Heystek  
AMANDA E. HEYSTEK