

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

CASE NO.: 1:22-cv-20552-ALTONAGA/Torres

**JAMES THOMPSON, III, individually
and on behalf of all others
similarly situated,**

Plaintiff,

v.

RYDER SYSTEM, 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.

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.

10. In terms of specifics in this case, Plaintiff filed suit against Defendant on February 24, 2022 (Doc. 1), and an Amended Complaint on June 6, 2022. (Doc. 17). On June 27, 2022, Defendant filed its Motion Dismiss the First Amended Complaint. (Doc. 20). That Motion was denied, in part, on October 11, 2022. (Doc. 29).

11. In the interim, on August 30, 2022, Defendant filed a Motion to Stay Discovery. (Doc. 25). That Motion was later denied by the Court on September 7, 2022. (Doc. 28).

12. Plaintiff served requests for production, interrogatories, and a Fed.R.Civ.P. 30(b)(6) notice on Defendant on August 11, 2022. Additionally, Plaintiff sought and ultimately obtained written discovery, including a sworn declaration, from Defendant's COBRA

Administrator, Alight Solutions. Defendant responded to Plaintiff's written discovery on October 4, 2022.

13. Defendant filed its Answer and Affirmative Defenses on October 25, 2022. (Doc. 30).

14. Soon thereafter, after Plaintiff's extensive discovery efforts, counsel for both sides agreed to ask the Court to stay this case pending completion of a class wide mediation. The Court granted the Parties' Joint Motion to Stay this case on November 8, 2022. (Doc. 32).

15. The Parties then scheduled a Zoom mediation with Hunter Hughes.

16. On January 23, 2023, the Parties participated in mediation with mediator with Hunter Hughes, one of the country's most respected class action mediators. Soon after mediation concluded, the Parties reached an agreement in principle to resolve this matter on a class-wide basis. As a result of the agreement reached at mediation, the Parties agreed to enter into the Agreement, for which they now seek Court approval.

17. The terms of the Settlement Agreement were modeled after similar COBRA class action settlements approved by other federal courts, including in *Johnson v. McDonald's Corp.*, 1:21-cv-24339-FAM (S.D. Fla. Feb. 14, 2023)(ECF. No. 50) (COBRA class action settlement recently granted final approval by Judge Moreno); *Baja v. Costco*, 0:21-cv-61210-AHS (S.D. Fla. Oct. 25, 2022)(ECF. No. 56)(COBRA class action settlement recently granted final approval by Judge Singhal).

18. Based upon my involvement in multiple class actions over the last few years, including in multiple deficient COBRA notice cases filed and settled in federal courts over the last few years cited Plaintiff's Motion, the Parties' proposed settlement is fair, reasonable, and adequate.

19. In sum, as Plaintiff's counsel I was well-positioned to evaluate the strengths and weaknesses of Plaintiff's claims, as well as the appropriate basis upon which to settle them, as a result of similar class action cases I've brought in the past. I fully support the settlement.

20. Finally, our law firm incurred \$10,542.00 in costs prosecuting this action. An invoice from our firm is attached hereto. Specifically, those costs include: 1) \$402 filing fee; 2) \$140.00 in process service fees; and, 3) \$10,000 in mediator fees. These costs are reasonable and were necessary to prosecute this action.

21. For the reasons set forth above, I respectfully submit that this settlement is fair, reasonable, and adequate and should be approved.

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

Dated this 2nd day of June, 2023.

/s/ Amanda E. Heystek
AMANDA E. HEYSTEK

Wenzel Fenton Cabassa PA

INVOICE

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

DATE	INVOICE #
1/29/2023	15735

TO:

James Thompson III

DATE	Item	DESCRIPTION OF SERVICES	TIME	RATE	TOTAL
4/16/2022	Filings	Court Filings & Misc Fees	1	402.00	402.00
9/15/2022	Process	Process Service	1	70.00	70.00
9/15/2022	Process	Process Service	1	70.00	70.00
12/27/2022	Mediator	Mediator Fees	1	10,000.00	10,000.00

Total	\$10,542.00
Payments/Credits	\$0.00
Balance Due	\$10,542.00