

Honorable Thomas S. Zilly

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UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

**RODERICK C. DEMMINGS, On Behalf  
Of Himself and All Others Similarly  
Situating,**

Plaintiff,

vs.

**CLEAN HARBORS ENVIRONMENTAL  
SERVICES, INC.,**

Defendant.

Case No.: 2:14-cv-01017-TSZ

STIPULATION OF SETTLEMENT

This matter has come before this Court for approval of the terms and conditions of a Stipulation of Settlement made and entered into, as of November 24, 2015, by and among Named Plaintiff, Roderick C. Demmings, on behalf of himself and the Class Members (as defined below), and Defendant Clean Harbors Environmental Services, Inc. This Stipulation is intended by the Parties to fully, finally and forever resolve, discharge and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof and subject to the Court's approval.

STIPULATION OF SETTLEMENT - 1  
(No. 2:14-cv-01017-TSZ)

**O'TOOLE MCLAUGHLIN DOOLEY  
& PECORA CO LPA**  
5455 DETROIT ROAD  
SHEFFIELD VILLAGE, OHIO 44054  
(440) 930-4001 (TELEPHONE)  
(440) 934-7208 (FACSIMILE)

## I. THE FAIR CREDIT REPORTING ACT LITIGATION CLAIMS

1  
2 On June 8, 2014, Demmings filed a lawsuit in the United States District Court for the  
3 Western District of Washington, styled *Roderick C. Demmings, on behalf of himself and all*  
4 *others similarly situated v. Clean Harbors Environmental Services, Inc.*, Case No. 2:14-cv-  
5 01017-TSZ, which was later amended on November 13, 2014 (“the Civil Action”). The Civil  
6 Action was filed on behalf of consumers residing in the United States who applied for  
7 employment with Clean Harbors and were the subject of a Consumer Report (defined below)  
8 obtained by Clean Harbors for employment purposes. The Class Period applicable to the Civil  
9 Action is from July 8, 2012, through February 6, 2015. The Civil Action alleges that Clean  
10 Harbors violated certain provisions of the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*  
11 (“FCRA”) in connection with its use of Consumer Reports. Specifically, the Civil Action alleges  
12 that Clean Harbors violated the following:

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15 15 U.S.C. § 1681b(b)(2)(A) by failing to provide job applicants  
16 with a clear and conspicuous disclosure to the applicant, in a  
document consisting solely of the disclosure, that a consumer  
report will be obtained for employment purposes;

17 The Civil Action seeks to recover statutory damages per consumer between \$100.00 and  
18 \$1,000.00, together with punitive damages, and attorney fees and costs. Demmings and putative  
19 class members in the Civil Action are represented by Matthew A. Dooley and Anthony R. Pecora  
20 of O’Toole, McLaughlin, Dooley & Pecora, Co., LPA and Justin Baxter of Baxter & Baxter,  
21 LLP (“Class Counsel”). Clean Harbors is represented by Leah C. Lively and Sarah J. Evans of  
22 Ogletree, Deakins, Nash, Smoak & Stewart, P.C. (“Defense Counsel”). At all relevant times,  
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1 Clean Harbors has denied any wrongdoing in this action.

2 Following the filing of the Civil Action, the Parties engaged in formal discovery through  
3 which Clean Harbors provided Class Counsel with information concerning among other things,  
4 the consumers who were the subject of Consumer Reports during the Class Period and the  
5 documents used by Clean Harbors to obtain applicants' consumer reports. The Parties  
6 participated in mediation with the Hon. Morton Denlow (ret) in Chicago, Illinois on  
7 November 24, 2015. After a full day mediation, the Parties reached a preliminary settlement.

## 8 **II. CLEAN HARBORS'S DENIAL OF WRONGDOING AND LIABILITY**

9  
10 Clean Harbors denies all charges of wrongdoing or liability against it arising out of any  
11 of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Civil  
12 Action. Clean Harbors further believes that the claims asserted in the Civil Action are without  
13 merit and if the case did not settle it would prevail at trial. Notwithstanding the denial of  
14 wrongdoing, Clean Harbors has concluded that continuing to litigate the Civil Action would be  
15 protracted and expensive, and has also taken into account the uncertainty and risks inherent in  
16 any litigation, especially in complex cases like the Civil Action. Clean Harbors has determined  
17 that it is desirable and beneficial to the company and its current shareholders and other  
18 stakeholders that the Civil Action be settled in the manner and on the terms and conditions set  
19 forth in this Stipulation.

## 20 **III. CLAIMS OF CLASS MEMBERS AND BENEFITS OF SETTLEMENT**

21  
22 Demmings believes that the claims asserted in the Civil Action have merit and that if the  
23 case did not settle he would prevail at trial. However, Demmings and Class Counsel recognize  
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1 and acknowledge the expense and length of continued proceedings necessary to prosecute the  
2 Civil Action against Clean Harbors through trial and through appeals. Demmings and Class  
3 Counsel also have taken into account the uncertain outcome and the risk of any litigation,  
4 including proceedings involving class certification. Demmings and Class Counsel believe that  
5 the settlement set forth in this Stipulation confers substantial benefits on the Settlement Class and  
6 is fair, reasonable and adequate, and in the best interests of Demmings and the Settlement Class.

7 **IV. TERMS OF THE STIPULATION AND AGREEMENT OF SETTLEMENT**

8  
9 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the  
10 Parties, by and through their respective attorneys, that, subject to the approval of the Court, the  
11 Civil Action and the Released Claims shall be finally and fully compromised, settled, and  
12 released, and the Civil Action shall be dismissed with prejudice upon and subject to the terms  
13 and conditions of the Stipulation as follows:

14 **1. Definitions**

15 1.1 “CAFA” means the Class Action Fairness Act of 2005, 28 U.S.C. § 1711, *et seq.*

16 1.2 “CAFA Notice” means the notice described in 4.8 below.

17 1.3 “Civil Action” means the lawsuit styled *Roderick C. Demmings, on behalf of*  
18 *himself and all others similarly situated v. Clean Harbors Environmental Services, Inc.*, Case  
19 No. 2:14-cv-01017-TSZ, in the Western District of Washington and later amended on  
20 November 13, 2014.

21 1.4 “Class Counsel” means Matthew A. Dooley and Anthony R. Pecora of O’Toole,  
22 McLaughlin, Dooley & Pecora, Co., LPA and Justin Baxter of Baxter & Baxter, LLP.  
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1 1.5 “Class Member(s)” means any member(s) of the Preliminary Settlement Class and  
2 the Settlement Class, as set forth in 2.1 and 2.2 below, but specifically does not include those  
3 individuals who timely opt-out of the Settlement as forth in 5.5.

4 1.6 “Class Period” means the period from July 8, 2012, through February 6, 2015.

5 1.7 “Consumer Report” has the same meaning it does in the FCRA. 15 U.S.C. §  
6 1681a(d).

7 1.8 “Court” means the United States District Court for the Western District of  
8 Washington.

9 1.9 “Defendant” or “Clean Harbors” means Clean Harbors Environmental Services,  
10 Inc.

11 1.10 “Opt-Out” means to timely request exclusion from the Settlement pursuant to Fed. <sup>13</sup>  
12 R. Civ. P. 23(c)(2)(B).

13 1.11 “Effective Date” means the first day following the last of the following  
14 occurrences: (i) issuance of the Court’s final approval order; (ii) if an objection has been made to  
15 final approval of settlement, the date on which the objector’s time to appeal the Final Approval  
16 Order has expired with no appeal having been taken or sought; or (iii) if any appeal of the Final  
17 Approval Order has been timely filed, the date that the Final Approval Order is finally affirmed  
18 by an appellate court with no possibility of subsequent appeal or other judicial review or the date  
19 the appeal(s) or other judicial review are finally dismissed with no possibility of subsequent  
20 appeal or other judicial review.

21 1.12 “Final” means the date on which all appellate rights with respect to the Judgment  
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1 have expired or have been exhausted in such a manner as to affirm the Judgment, and when no  
2 further appeals are possible, including review by the United States Supreme Court.

3 1.13 “Fairness Hearing” means the hearing at which the Court will consider final  
4 approval of this Stipulation and Settlement.

5 1.14 “FCRA” means the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*

6  
7 1.15 “Judgment” means a judgment and order of dismissal entered by the Court in the  
8 Civil Action granting final approval of the Settlement and entering a judgment according to the  
9 terms set forth in this Stipulation.

10 1.16 “Incentive Award” means the one-time payment to the Named Plaintiff for the  
11 time and resources he has put into representing the Class Members, as set forth in 8.4.

12 1.17 “Notice Order” means the order proposed and submitted by the parties as set forth<sup>13</sup>  
13 in 5.1.

14 1.18 “Person” means an individual, corporation, limited liability corporation,  
15 professional corporation, limited liability partnership, partnership, limited partnership,  
16 association, joint stock company, estate, legal representative, trust, unincorporated association,  
17 government or any political subdivision or agency thereof, and any business or legal entity and  
18 their spouses, heirs, predecessors, successors, representatives, or assignees.

19  
20 1.19 “Named Plaintiff” means Roderick C. Demmings.

21 1.20 “Released Claims” means all claims set forth in the Civil Action, (including  
22 “Unknown Claims” as defined herein), demands, rights, liabilities, and causes of action under  
23 federal or state law, whether based on statutory, common law or equity, whether class or  
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1 individual in nature, known or unknown, concealed or hidden, that were alleged in, arising out of  
2 or related to the Civil Action, including all claims under FCRA and state law equivalent statutes.

3 1.21 “Released Defendant” means Clean Harbors and its current and former parents,  
4 subsidiaries, affiliates, divisions, associates, agents, successors, assignors, assignees, and/or  
5 assigns and their respective subsidiaries, affiliates, divisions, associates, agents, successors,  
6 assignors, assignees and/or assigns, and each of their respective present, former or future  
7 officers, directors, shareholders, agents, control persons, advisors, employees, representatives,  
8 consultants, insurers and reinsurers, accountants, attorneys, and any representative of the above.  
9

10 1.22 “Settlement” means the terms and conditions of settlement as described in this  
11 Stipulation.

12 1.23 “Settlement Administrator” means Tilghman & Co., which has been selected by  
13 Class Counsel and approved by Clean Harbors to administer the settlement pursuant to this  
14 Stipulation and orders of the Court.

15 1.24 “Settlement Class” has the meaning set forth in 2.1 and 2.2 below.

16 1.25 “Settlement Funds” means the amounts set forth in Section 2.4.

17 1.26 “Class Notice” means the form of notice to be provided to the Settlement Class  
18 after preliminary approval of this Stipulation by the Court, as further described in Sections 4.1-  
19 4.2 herein.  
20

21 1.27 “Parties” means Named Plaintiff and Defendant as described in Sections 1.9 and  
22 1.19.

23 1.28 “Stipulation” means this Stipulation of Settlement, including its exhibits.  
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1 1.29 "Preliminary Settlement Class" shall have the meaning set forth in Section 2.4  
2 below.

3 1.30 "Termination Notice" shall have the meaning set forth in Section 9 below.

4 1.31 "Unknown Claims" means any Released Claims that Plaintiff or any Class  
5 Member does not know or suspect to exist in his, her, or its favor at the time of the release of the  
6 Released Defendant, which, if known by him, her, or it, might have affected his, her, or its  
7 settlement with and release of the Released Defendant, or might have affected his, her, or its  
8 decision(s) with respect to the Settlement. With respect to any and all Released Claims, the  
9 Parties stipulate and agree that, on the Effective Date, Demmings and the Released Defendant  
10 shall expressly waive, and each of the Class Members shall be deemed to have, and by operation  
11 of the Judgment shall have, expressly waived the provisions, rights, and benefits conferred by  
12 any law of any state or territory of the United States, or principle of common law, which is  
13 similar, comparable, or equivalent to California Civil Code § 1542 which provides:  
14

15 A general release does not extend to claims which the creditor does  
16 not know or suspect to exist in his or her favor at the time of  
17 executing the release, which if known by him or her must have  
18 materially affected his or her settlement with the debtor.  
19

20  
21 Demmings and the Class Members may hereafter discover facts in addition to or different  
22 from those that any of them now knows or believes to be true related to the subject matter of the  
23 Released Claims, but Demmings and each Class Member shall expressly, upon the Effective  
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1 Date, be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever  
2 settled and released any and all Released Claims, known or unknown, suspected or unsuspected,  
3 contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore  
4 have existed upon any theory of law or equity now existing or coming into existence in the  
5 future, including, but not limited to, conduct that is negligent, intentional, with or without malice,  
6 or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of  
7 such different or additional facts. The Parties acknowledge, and the Class Members and  
8 Released Defendant shall be deemed by operation of the Judgment to have acknowledged, that  
9 the inclusion of "Unknown Claims" in the definition of Released Claims was separately  
10 bargained for and is a key element of the Settlement of which these releases are a part.

## 11 **2. The Settlement**

12  
13 2.1 For the purposes of effectuating the Settlement only, Class Members and Clean  
14 Harbors agree jointly to request that the Court certify a nationwide Preliminary Settlement Class  
15 consisting of all applicants for employment of Clean Harbors for whom Clean Harbors obtained  
16 a Consumer Report for employment purposes, for the period July 8, 2012, until February 6,  
17 2015.

18  
19 2.2 On the Effective Date, the Preliminary Settlement Class described in Section 2.1  
20 above shall become permanently certified ("Settlement Class") unless the Judgment does not  
21 become Final.

22  
23 2.3 In the event the Settlement is not preliminarily and finally approved and  
24 implemented, or the Judgment does not become final, the Preliminary Settlement Class is

1 dissolved without prejudice or inference regarding the appropriateness of class certification and  
2 thereafter the issue of class certification will be decided *de novo*, and Clean Harbors is not  
3 precluded from challenging class certification.

4 2.4 Clean Harbors agrees to and will cause to be paid a total sum of Six Hundred and  
5 Forty-Four Thousand, Five Hundred Dollars and No Cents (\$644,500.00), which shall be  
6 inclusive of attorney fees and costs, costs of notice and administration of this Settlement, and an  
7 Incentive Award to Demmings (“Settlement Funds”), to settle all claims set forth by the  
8 Preliminary Settlement Class as defined herein. Clean Harbors shall not be required to pay more  
9 than Six Hundred and Forty-Four Thousand, Five Hundred Dollars and No Cents (\$644,500.00),  
10 under this Stipulation and Settlement. The Settlement Funds shall include: (1) all attorneys’ fees  
11 and litigation expenses; (2) all settlement administrative fees; (3) the incentive payment to  
12 Demmings; and (4) all individual payments to the Class Members. Clean Harbors agrees to and  
13 will cause the Settlement Funds to be deposited into a Qualified Settlement Fund set up by the  
14 Settlement Administrator within fourteen (14) business days of an order preliminarily approving  
15 this Stipulation. Each and every Class Member who does not opt-out of this settlement will be  
16 eligible to receive monetary payment from the Settlement Funds. The Parties acknowledge that  
17 each Class Member shall receive the following from the Settlement Funds:  
18  
19

20 a. **Preliminary Settlement Class I** – Preliminary Settlement Class Members

21 about whom Clean Harbors procured a Consumer Report in connection  
22 with the Class Members’ application for employment with Clean Harbors  
23 between July 8, 2012, and July 21, 2013 and who do not opt-out, shall  
24

1 automatically receive a payment from the Settlement Funds in a gross  
2 amount, before application of Class Counsel's attorney fees, the expenses  
3 of the Settlement Administrator and the Named Plaintiff's Incentive  
4 Award, of not less than Two Hundred and Ninety Five Dollars (\$295.00).

5 **b. Preliminary Settlement Class II** – Preliminary Settlement Class  
6 Members about whom Clean Harbors procured a Consumer Report in  
7 connection with the Class Members' application for employment with  
8 Clean Harbors between July 22, 2013, and February 6, 2015 and who do  
9 not opt-out, shall automatically receive a payment from the Settlement  
10 Funds in a gross amount, before application of Class Counsel's attorney  
11 fees, the expenses of the Settlement Administrator and the Named  
12 Plaintiff's Incentive Award, of not less than Forty Dollars (\$40.00).

13  
14  
15 2.5 Clean Harbors shall not be responsible to pay any sum of money except as stated  
16 in paragraph 2.4, which encompasses Class Member recoveries, costs of administration and  
17 notice, attorney fees and any Incentive Award. Following final approval of the Settlement, the  
18 actual net checks distributed to members in Class I and II who do not opt out shall be reduced  
19 pro rata to account for the payment of attorneys' fees, settlement administration costs and the  
20 Incentive Award.

21 2.6 Upon final approval of the Settlement at the Fairness Hearing, the Civil Action  
22 will be dismissed with prejudice.  
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### 3. Release

1  
2 3.1 Upon the Effective Date, each member of the Settlement Class who has not opted  
3 out of the proposed settlement, and each of their respective spouses, executors, representatives,  
4 heirs, successors, bankruptcy trustees, guardians, wards, joint tenants, tenants in common,  
5 tenants in the entirety, co-borrowers, agents, successors, assignees and assigns, and all those  
6 others who also claim through them or who assert claims on their behalf (including the  
7 government in its capacity as parens patriae) shall be deemed to have, and by operation of the  
8 Judgment shall have, fully, finally, and forever released, relinquished and discharged all  
9 Released Claims against the Released Defendant. The Parties hereby acknowledge that the  
10 Released Defendant is an expressly intended beneficiary of this Release.  
11

12 Also, upon the Effective Date, Demmings and each member of the Settlement Class who  
13 has not opted out of the proposed settlement shall be permanently enjoined and barred from  
14 filing, commencing, prosecuting, intervening (as class members or otherwise) or receiving any  
15 benefits from any lawsuit, arbitration, administrative or regulatory proceeding arising from any  
16 of the Released Claims.  
17

### 4. Settlement Administrator's Duties and Responsibilities

18  
19 4.1 The Settlement Administrator will: (a) take all commercially reasonable  
20 measures to obtain a current and verified address for each class member; (b) prepare and mail  
21 notices to the Preliminary Settlement Class at their verified address, or if a verified address  
22 cannot be obtained then their last known address, in a similar form as the notices attached hereto  
23 as Exhibits A and B within sixty (60) days of the Court's preliminary approval of this Stipulation  
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1 notifying him or her of his or her right to participate in the settlement or to object to, or opt out  
2 of, the settlement (“Class Notices”); (c) establish and operate the website  
3 <http://www.chclassaction.com> (“Notice Website”) to provide the Class Notices and other  
4 information to Class Members; (d) calculate the pro rata payments of Class Members; (e) seek  
5 additional information from Class Members, Class Counsel or Defense Counsel, when  
6 appropriate or necessary; (f) receive and file opt-out statements and objections; (g) respond to  
7 questions from Class Members; (h) handle and administer the disbursement of pro rata payments  
8 to Class Members; (i) handle and administer the disbursement of payments to any *cy pres* entities  
9 as agreed to by the parties and approved by the Court as well as any disbursement of remaining  
10 funds in the Settlement Funds; and (j) perform any other duties necessary to carry out its  
11 responsibilities set forth in this Stipulation.

12  
13 4.2 The Class Notices will be sent to the last known address that can be  
14 contemporaneously verified. Such verification shall be made through generally recognized  
15 databases (e.g. Accurint; Experian Address Update; etc.), the NCOA database and as necessary  
16 through the class member consumer credit report. To obtain this information in accordance with  
17 15 U.S.C. § 1681b(a)(1), the Parties may jointly move the Court to permit the Settlement  
18 Administrator to obtain information from these sources. If such verified address is still  
19 unavailable, the Settlement Administrator shall be responsible to send the Notice by First Class  
20 U.S. Mail, postage prepaid to the last known mailing address available for each member of the  
21 Settlement Class. These postal addresses shall be checked and updated against the NCOA  
22 database.  
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1           4.3     The Settlement Administrator shall retain and track returned or undeliverable  
2 mail. In the event that more than 7% of the class notices are undelivered, Class Counsel may at  
3 their discretion petition the Court to permit an additional notice process for the class members to  
4 whom the undelivered mail was addressed.

5           4.4     Within thirty (30) days of the final distribution of the Settlement Funds, the  
6 Settlement Administrator will furnish a final, written accounting of all distributions from the  
7 Settlement Fund to Class Counsel and Defense Counsel.

8           4.5     Within sixty (60) days of the final distribution of the Settlement Funds, the  
9 Settlement Administrator will take any and all action necessary to remove and dismantle the  
10 Notice Website.  
11

## 12           **5. Notice of Order and Fairness Hearing**

13           5.1     After execution of this Stipulation, Demmings shall apply, and Clean Harbors will  
14 not object, to the Court for preliminary approval of the Settlement set forth in this Stipulation. It  
15 is contemplated that this application will be filed contemporaneously with the Stipulation.  
16 Demmings shall submit to the Court the Stipulation, together with its Exhibits, and shall apply  
17 for entry of an order (the "Notice Order"), substantially in the form and content of Exhibit C  
18 hereto, requesting, *inter alia*, (a) preliminary approval of the Settlement, (b) preliminary  
19 certification of the Preliminary Settlement Class, and (c) approval for the distribution of the  
20 Class Notices substantially in the form and content of Exhibits A and B hereto, and (d) a time  
21 and date for the Fairness Hearing. Should the Court reject or materially alter the parties' agreed  
22 upon Notice Order or Class Notice, then Clean Harbors will have the option to void the  
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1 Settlement if the parties are unable, after good faith negotiations, to agree on a form of Notice  
2 Order and Class Notice acceptable to the Court.

3 5.2 Class Counsel and/or the Settlement Administrator shall design the Class Notice  
4 to maximize its readability and the likelihood that it will be read and considered by class  
5 members. Prior to distribution, Class Counsel shall submit the Class Notice to Defense Counsel  
6 for review and approval.

7 5.3 All putative class members who do not opt out or object within sixty (60) days  
8 from the date they were sent the Class Notice, shall be considered Class Members and shall be  
9 bound by the terms of the Settlement. The Parties shall jointly request an order from the Court  
10 permitting Class Counsel to obtain Consumer Reports regarding Preliminary Settlement Class  
11 Members for the limited purpose of identifying such Class Members' current address.  
12 Notwithstanding the above, Clean Harbors, without additional cost to Clean Harbors, shall use its  
13 best efforts to assist Class Counsel in obtaining from HireRight Solutions, Inc., the names and  
14 most current addresses of applicants about whom it obtained a Consumer Report from HireRight  
15 Solutions during the Class Period. Any fees charged by HireRight Solutions, Inc. will be  
16 charged as settlement administration expenses and shall be paid out of the Settlement Funds.  
17 Clean Harbors and Class Counsel shall provide such information to the Settlement Administrator  
18 upon receipt.

19 5.3(a) Objections/Exclusions. Class Members shall have sixty (60) days from the  
20 mailing of the Class Notice to submit a written request for exclusion or objection. The  
21 timeliness of the Objection or Exclusion will be measured by the date it is postmarked or  
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1 received electronically by the Settlement Administrator. No Objections or Exclusions  
2 will be honored if postmarked or submitted electronically late, unless the parties jointly  
3 stipulate. The Claims Administrator will review the Objections or Exclusions and certify  
4 to all counsel what documents were timely filed.

5 5.4 Each Class Member shall be informed in the Class Notice that he or she is entitled  
6 to the cash funds, as set forth in Section 2.4. Checks shall be mailed to the Class Members who  
7 have not opted out of the Settlement within ten (10) days from the Effective Date.. All checks  
8 mailed to Class Members shall become void ninety (90) days after issuance. The proceeds to be  
9 paid to Class Members thereby shall not become the property of the Class Member until and  
10 unless he or she cashes the check.

11  
12 5.5 A Class Member may request to be excluded (“Opt-Out”) from the Settlement  
13 Class by sending a written request for exclusion to Class Counsel at the address provided in the  
14 Notice. The Class Member’s Opt-Out request must contain the Class Member’s original  
15 signature, current postal address and a specific statement that the Class Member wants to be  
16 excluded from the Settlement Class. Opt-Outs must be postmarked no later than the deadline set  
17 by the Court in the Preliminary Approval Order. In no event shall persons who purport to opt  
18 out of the Settlement Class as a group, on an aggregate basis or as a class involving more than  
19 one Class Member, be considered valid Opt-Outs. Requests for exclusion that do not comply  
20 with any of the foregoing requirement are invalid. No later than seven (7) business days after the  
21 deadline for submission of requests for exclusion, the Settlement Administrator shall provide  
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1 Class Counsel and Defense Counsel with a complete list of all persons who have properly opted  
2 out of the Settlement together with copies of the opt-out requests.

3 5.6 Any Class Member who does not Opt Out, but who instead wishes to object to the  
4 Settlement or any matters as described in the Notice, may do so by filing with Court a notice of  
5 intention to object, which shall set forth each objection and the basis therefore and containing the  
6 objecting Class Member's signature, together with any papers in support of their position, and  
7 serve copies of all such papers on Class Counsel and the Defense Counsel. Objections must be  
8 filed and served no later than the deadline set by the Court in the Preliminary Approval  
9 Order. The objection must indicate whether the Class Member and/or his attorney(s) intends to  
10 appear at the Fairness Hearing. Any attorney who intends to appear at the Fairness Hearing must  
11 enter a written Notice of Appearance of Counsel with the Clerk of Court no later than the  
12 deadline set by the Court in the Preliminary Approval Order.

13 5.7 It is the intention of the Parties to completely distribute the Settlement Funds. In  
14 the event that settlement checks mailed to Class Members are returned as undeliverable or  
15 otherwise not cashed before becoming stale or void, and/or that the Settlement Funds are not  
16 completely distributed for any reason (other than as specified in Section 9 of this Stipulation), the  
17 remaining sum shall be distributed to the National Consumer Law Center as a *cypres* beneficiary  
18 jointly recommended by the Parties, as it has a principal purpose aligned with the gravamen of  
19 the Civil Action.

20 5.8 The Parties agree to seek a Fairness Hearing date approximately ninety (90) days  
21 from the date of preliminary approval of the settlement.  
22

1           5.9     Clean Harbors shall cause notice of the proposed settlement that meets the  
2 requirements of CAFA, to be served on the appropriate federal and state officials no later than  
3 ten (10) days after the filing of this Stipulation with the Court (“CAFA Notice”). Class Counsel  
4 and Defense Counsel shall request a hearing date from the Court for the Fairness Hearing  
5 immediately after the filing of this Stipulation so that the date for the Fairness Hearing can be  
6 included with the CAFA Notice.  
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8                   **6. Fairness Hearing Judgment and Notice**

9           6.1     The Fairness Hearing, as established in the Notice Order, shall be for the purpose  
10 of consideration of final approval of the Settlement set forth in the Stipulation.

11           6.2     On or before the Fairness Hearing, Class Counsel will certify to the Court that  
12 they have fully complied with the notice provisions set forth Section 4.2 herein.

13                   **7. Administration and Supervision of the Settlement Fund**

14           7.1     Class Counsel, by and through the Settlement Administrator, will oversee the  
15 Class Notice, class administration and distributions from the Settlement Funds in accordance  
16 with this Stipulation. On completion of the administration of the Settlement, Class Counsel shall  
17 provide or cause to be provided to the Court a final, written report on the administration of the  
18 Settlement and Settlement Funds. Defense Counsel shall have reasonable access to all documents  
19 and information relating to compliance and administration of the Settlement, with the right, but  
20 not the obligation, to review and audit the documents to determine full compliance with the  
21 terms of the Settlement.  
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1 7.2 No Person shall have any claim against Class Counsel based on the monetary  
2 payments made substantially in accordance with this Stipulation and the Settlement contained  
3 herein, or further order(s) of the Court.

4 **8. Class Counsel’s Attorney Fees, Reimbursement of Expenses and Payment of**  
5 **Additional Costs**

6 8.1 The Settlement Administrator will pay the cost of the Class Notices and other fees  
7 and costs associated with any and all of its responsibilities under this Stipulation using the  
8 Settlement Funds, as described in Section 2.4.  
9

10 8.2 In advance of the Court’s deadline for submission of objections, Class Counsel  
11 shall make an application to the Court for an award from the Settlement Funds for attorney fees,  
12 costs, and other expenses in an amount not to exceed one-third of the Settlement Funds.

13 8.3 If the award of attorney fees and expenses in the final judgment and order  
14 approving the Settlement is reversed, vacated, modified, and/or remanded for further  
15 proceedings, Class Counsel shall not be obligated to return any portion of the Settlement Funds  
16 used to fund class notice and administration of the settlement, unless a portion of those funds are  
17 left unused.  
18

19 8.4 In advance of the Court’s deadline for submission of objections, Demmings shall  
20 make an application to the Court for an Incentive Award from the Settlement Funds in an amount  
21 not to exceed Ten Thousand Dollars (\$10,000.00) as compensation for serving as class  
22 representative, which shall be in addition to any other sum he may receive as a Class Member.  
23  
24  
25

1 In exchange for this Incentive Award, Demmings agrees to a full release of any and all claims  
2 that he may have or had against Clean Harbors.

3 **9. Conditions of Settlement, Effect of Disapproval, Cancellation or Termination**

4 9.1 The Parties estimate the Settlement Class consists of 4,519 individuals who  
5 applied for employment and about whom Clean Harbors procured a consumer report between  
6 July 8, 2012, and February 6, 2015. More specifically, the Parties estimate that 1,820 such  
7 applicants were the subject of a Consumer Report between July 8, 2012, and July 21, 2013, and  
8 that 2,690 individuals applied for employment and were the subject of a consumer report  
9 between July 22, 2013, and February 6, 2015.  
10

11 9.2 Demmings or Clean Harbors, at either of their sole discretion, shall each have the  
12 right to terminate the Settlement and this Stipulation, including dissolution of the Preliminary  
13 Settlement Class, if any of the following conditions subsequently occurs (“Terminating Events”):  
14

- 15 a. the Court’s refusal to preliminarily (pursuant to Section 4.1 above) or  
16 permanently approve this Stipulation or any material part of it;
- 17 b. the Court requires a notice program in addition to or substantially different  
18 from that set forth herein;
- 19 c. the Court orders Clean Harbors to pay attorney fees with respect to the Civil  
20 Action greater than as provided in Section 8.2;
- 21 d. the Court orders Clean Harbors to pay, with respect to the Civil Action, any  
22 amount above the Settlement Funds, other than as provided herein;
- 23 e. the Court declines to enter the Judgment in any material respect; or  
24

1 f. the Judgment is reversed, vacated or modified in any material respect by the  
2 Ninth Circuit Court of Appeals, the United States Supreme Court, or adverse  
3 action being taken by any other trial court or appellate court in any  
4 jurisdiction.

5 9.3 The Released Defendant in its sole discretion also shall have the right to terminate  
6 the Settlement and this Stipulation, including dissolution of the Preliminary Settlement Class, if  
7 more than five percent (5%) of the Settlement Class Members elect to Opt-Out.  
8

9 9.4 The failure of the Court or any appellate court to approve in full the request by  
10 Class Counsel for attorney fees, incentive awards, costs and other expenses shall not be grounds  
11 for Demmings, the Settlement Class, or Class Counsel, to terminate this Stipulation.

12 9.5 If either party exercises their respective rights to terminate this Settlement and  
13 Stipulation pursuant to Section 9.1 or 9.2 herein, they shall terminate the Settlement and this  
14 Stipulation, including dissolving the Preliminary Settlement Class, by delivering written notice  
15 of the electing party's election to do so ("Termination Notice") to all other parties hereto within  
16 thirty (30) days of a Terminating Event or within thirty (30) days of any event described in  
17 Section 9.2 above. In the event that a Termination Notice is so provided, then the Settlement and  
18 this Stipulation shall be canceled and terminated unless and until Class Counsel and Defense  
19 Counsel mutually agree in writing to proceed with the Stipulation.  
20

21 9.6 In the event that the Settlement and this Stipulation are terminated as provided for  
22 herein, then (a) this Stipulation shall be null and void and of no further force and effect,  
23 including voiding the Preliminary Settlement Class; (b) the Parties shall be restored to their  
24  
25

1       respective positions in the Civil Action immediately prior to the execution of this Stipulation;

2       (c) any portion of the Settlement Funds not used to fund notice and administration shall be  
3       returned to Clean Harbors together with any interest earned thereon; (d) this Stipulation shall not  
4       be used in the Civil Action or in any other proceeding for any purpose; and (e) any judgment or  
5       order entered by the Court in accordance with the terms of the Stipulation shall be treated as  
6       vacated, *nunc pro tunc*.

7               9.7       Upon the filing of the Stipulation with the Court and the Court's approval of this  
8       Stipulation, all proceedings shall be stayed until further order of the Court except such  
9       proceedings as may be necessary either to implement the Stipulation or to comply with or  
10       effectuate the terms of this Stipulation.

11                       **10. Final Judgment**

12               10.1       The Parties shall jointly seek entry by the Court of a Final Judgment that includes  
13       provisions:  
14

- 15                       a.   granting final approval of this Stipulation, and directing its implementation  
16                       pursuant to its terms and provisions;  
17                       b.   ruling on Class Counsel's application for attorney fees, costs and other  
18                       expenses;  
19                       c.   discharging and releasing the Released Defendant from the Released Claims  
20                       as provided in Section 3 above;  
21                       d.   directing that the Civil Action be dismissed with prejudice, and  
22  
23  
24  
25

1 e. reserving to the Court continuing and exclusive jurisdiction over the parties  
2 with respect to the Stipulation and the Final Judgment.

3 **11. Miscellaneous Provisions**

4 11.1 The Parties: (a) acknowledge that it is their intent to consummate this agreement,  
5 and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all  
6 terms and conditions of this Stipulation and to exercise their best efforts to accomplish the  
7 foregoing terms and conditions of this Stipulation.

8 11.2 Neither Clean Harbors, nor Class Counsel, nor Demmings will encourage any  
9 person to request exclusion from membership in the settlement class, encourage any person to  
10 object to the Settlement, and/or encourage or discourage any person from participating in the  
11 distribution of the proceeds of the Settlement.

12 11.3 Each Person executing the Stipulation or any of its Exhibits on behalf of any party  
13 hereto hereby warrants that such Person has the full authority to do so.

14 11.4 Class Counsel, on behalf of the Settlement Class, is expressly authorized by  
15 Demmings to take all appropriate action required or permitted to be taken by the Settlement  
16 Class pursuant to the Stipulation to effectuate its terms and also are expressly authorized to enter  
17 into any modifications or amendments to the Stipulation on behalf of the Settlement Class which  
18 they deem appropriate.

19 11.5 This Stipulation shall be binding on, and inure to the benefit of, the successors  
20 and assigns of the Parties, unless it is vacated by the Court or terminated pursuant to Section 9.  
21  
22  
23  
24  
25

1 11.6 Neither the Stipulation nor the Settlement, nor any act performed or document  
2 executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be  
3 deemed to be or may be used as an admission of, or evidence of the validity of any Released  
4 Claim, or of any wrongdoing or liability of Defendant; or (b) is or may be deemed to be or may  
5 be used as an admission of, or evidence of, any fault or omission by the Released Defendant in  
6 any civil criminal or administrative proceeding in any court, administrative agency or other  
7 tribunal. Released Defendant may file the Stipulation and/or the Judgment in any action that may  
8 be brought against it in order to support a defense or counterclaim based on principles of res  
9 judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any  
10 other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

11 11.7 The Parties agree that no press release shall be issued regarding this settlement.  
12 To the extent that any press inquiries are made to the parties, any comment related to the Civil  
13 Action or its resolution shall be limited to a factual description of the terms of the settlement and  
14 the remaining procedural steps necessary to secure final approval.  
15

16 11.8 The Released Defendant and Demmings agree that each has complied fully with  
17 the stricture of Rule 11 of the Federal Rules of Civil Procedure and the Class Action Fairness  
18 Act of 2005, 28 U.S.C. § 1711, *et seq.*, and the final judgment will contain a statement to reflect  
19 this compliance.  
20

21 11.9 All of the Exhibits to this Stipulation are material and integral parts hereof and are  
22 fully incorporated herein by this reference.  
23  
24  
25

1 11.10 This Stipulation and the Exhibits attached hereto constitute the entire agreement  
2 between the Parties and no representations, warranties or inducements have been made to any  
3 party concerning the Stipulation or its Exhibits other than the representations, warranties and  
4 covenants contained and memorialized in such documents.

5 11.11 This Stipulation may be amended or modified only by a written instrument signed  
6 by or on behalf of all Parties or their respective successors in interest.

7 11.12 This Stipulation and the Exhibits hereto shall be considered to have been  
8 negotiated, executed and delivered, and to be wholly performed, in the State of Washington and  
9 the rights and obligations of the parties to this Stipulation shall be construed and enforced in  
10 accordance with, and governed by, the internal, substantive laws of the State of Washington  
11 without giving effect to the State's choice of law provisions.

12 11.13 The Court shall retain jurisdiction with respect to implementation and  
13 enforcement of the terms of this Stipulation, and all parties hereto submit to the jurisdiction of  
14 the Court for purposes of implementing and enforcing the settlement embodied in this  
15 Stipulation.  
16

17 11.14 This Stipulation may be executed in counterparts, including by signature  
18 transmitted by facsimile. Each counterpart when so executed shall be deemed to be an original,  
19 and all such counterparts together shall constitute the same instrument.  
20

21 11.15 The Parties and their counsel agree to use their best efforts to obtain Court  
22 approval of this Stipulation.  
23  
24  
25

1 11.16 Except for the Class Notices and the CAFA Notice, all notices or formal  
2 communications under this Stipulation shall be in writing and shall be given (a) by hand  
3 delivery; (b) by registered or certified mail, return receipt requested, postage prepaid; or (c) by  
4 Federal Express or similar overnight courier to counsel for the Party to whom notice is directed  
5 at the following addresses.  
6

7 For Demmings and the Settlement Class:  
8 Matthew A. Dooley, Esq.  
9 Anthony R. Pecora, Esq.  
10 O'Toole, McLaughlin, Dooley & Pecora Co., LPA  
11 5455 Detroit Road  
12 Sheffield Village, Ohio 44054

13 For Released Defendant:  
14 Leah C. Lively, Esq.  
15 Sarah J. Evans, Esq.  
16 Ogletree, Deakins, Nash, Smoak & Stewart, P.C.  
17 The KOIN Center  
18 222 SW Columbia Street  
19 Suite 1500  
20 Portland, Oregon 97201

21 11.17 This Stipulation is the entire, complete agreement of each and every term agreed  
22 to by Demmings and the Settlement Class on the one hand and Defendant and its counsel on the  
23 other hand. In entering into this Stipulation, Demmings and the Settlement Class have not relied  
24 on any warranty or representation not specifically set forth herein. This Stipulation may be  
25 amended or modified only by a written instrument signed by Class Counsel and Defense  
26 Counsel.

11.18 Class Counsel and Demmings agree to refrain from defaming the Released  
Defendant and its parent companies, subsidiaries, affiliates, successors, assigns, attorneys,

1 employees, directors, officers, or shareholders with respect to any issue related to this case.

2 Likewise, Released Defendant agrees to refrain from defaming Demmings or Class Counsel  
3 regarding any issue related to this case.

4 11.19 The headings in this Stipulation are for the convenience of the reader only and  
5 shall not affect the meaning or interpretation of this Stipulation.

6 11.20 In the event that any provision hereof becomes or is declared by a court of  
7 competent jurisdiction to be illegal, unenforceable or void, this Stipulation shall continue in full  
8 force and effect without such provision, unless the deletion of such provision materially changes  
9 the terms or effect of this Stipulation.

10 11.21 None of the Parties to this Stipulation shall be considered to be the primary drafter  
11 of this Stipulation or any provision hereof for the purposes of any rule of interpretation or  
12 construction that might cause any provision to be construed against the drafter.

13 11.22 This Stipulation shall be binding according to its terms upon, and inure to the  
14 benefit of, Demmings, the Settlement Class, and the Released Defendant.

15 11.23 The individuals signing this Stipulation on behalf of the Released Defendant  
16 represent that they are fully authorized to enter into, and to execute, this Stipulation. Class  
17 Counsel represent that they are fully authorized to conduct settlement negotiations on  
18 Demmings' behalf, and to enter into, and to execute, this Stipulation on behalf of the Settlement  
19 Class, subject to Court approval pursuant to Fed. R. Civ. P. 23(e). Demmings enters into and  
20 executes this Stipulation on behalf of himself, and as a representative of and on behalf of the  
21 Settlement Class, subject to court approval pursuant to Fed. R. Civ. P. 23(e).  
22  
23  
24  
25

1 11.24 Each of the Parties has had an opportunity to receive, and has received,  
2 independent legal advice from his, her or its attorneys regarding the advisability of this proposed  
3 settlement, and to answer any questions about the settlement, and the legal consequences of this  
4 Stipulation, and fully understands and accepts the terms of this Stipulation.

5 11.25 Inadmissibility of Agreement. Neither this Agreement, nor any document,  
6 statement, proceeding or conduct related to this Agreement, nor any reports of accounts thereof,  
7 shall in any event be construed as, offered or admitted in evidence as, received as, or deemed to  
8 be evidence for any purpose adverse to Clean Harbors, including any evidence of a presumption,  
9 concession, indication or admission by Clean Harbors of any liability, fault, wrongdoing,  
10 omission, concession or damage. Nor shall this Agreement be disclosure, referred to, offered or  
11 received in evidence against Clean Harbors in any further proceeding in this action, or in any  
12 other civil, criminal, or administrative action or proceeding except for purposes of settling this  
13 action or enforcing the settlement of this action.  
14

15 11.26 Class Members shall be solely responsible for any and all taxes arising out of the  
16 payments under this Agreement.

17 11.27 Demmings, Class Counsel and the Released Defendant may execute this  
18 Stipulation in counterparts, and the execution of counterparts shall have the same effect as if all  
19 Parties had signed the same instrument. Facsimile signatures shall be considered as valid  
20 signatures as of the date signed, although the original signature pages shall thereafter be  
21 appended to this Stipulation. This Stipulation shall not be deemed executed until signed by  
22 Demmings, Class Counsel and authorized representatives of the Released Defendant.  
23  
24  
25

Submitted and Stipulated by:

**STIPULATED AND AGREED TO:**

Dated: July 27, 2016.

**Ogletree, Deakins, Nash, Smoak & Stewart, P.C.**

By: /s/ Leah C. Lively

Leah C. Lively, WSBA No. 45889

Sarah J. Evans, WSBA No. 37409

Defense Counsel

Dated: July 27, 2016.

**O'TOOLE, MCLAUGHLIN, DOOLEY & PECORA,  
CO., LPA**

and

**BAXTER & BAXTER, LLP**

By: /s/ Matthew A. Dooley

Matthew A. Dooley

Anthony R. Pecora

Justin Baxter

Class Counsel

**It is so ordered.**

\_\_\_\_\_  
JUDGE THOMAS S. ZILLY  
UNITED STATES DISTRICT JUDGE

# **EXHIBIT A**

## **NOTICE FORM**

### **(CLASS I)**

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON

**YOU ARE RECEIVING THIS NOTICE BECAUSE CLEAN HARBORS ENVIRONMENTAL SERVICES (“CLEAN HARBORS”) OBTAINED YOUR CONSUMER REPORT BETWEEN JULY 8, 2012 AND JULY 21, 2013.**

**YOU ARE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT.**

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

- A settlement will provide a total fund \$644,500.00 to pay persons who applied for a job with Clean Harbors and about whom a background check (consumer report) was obtained as part of the application process, as well as attorneys’ fees, settlement administration costs, and other costs.
- The settlement resolves a lawsuit about whether Clean Harbors violated the Federal Fair Credit Reporting Act (“FCRA”) in the manner in which it obtained the background checks (consumer reports) of persons who applied for jobs with Clean Harbors; it avoids costs and risks to you from continuing the lawsuit; pays money to persons like you; and releases Clean Harbors from liability. While Clean Harbors has denied all liability in the lawsuit, it has agreed to resolve the matter to avoid the time, uncertainty and expense of further litigation.
- Under the settlement, you are entitled to a cash payment of up to **\$295.00** because Clean Harbors obtained your consumer report for employment purposes between July 8, 2012 and July 21, 2013. During this time period, Clean Harbors provided you with a specific form, which the lawsuit alleges did not comply with the FCRA. Clean Harbors disputes any wrongdoing at any time, but changed its form on July 22, 2013. The settlement provides that applicants about whom Clean Harbors obtained a consumer report using the revised form are entitled to receive up to \$40.00.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Clean Harbors about the legal claims in this case.
OBJECT	Write to the Court about why you do not like the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	You will not receive a settlement payment and you will be unable to sue Clean Harbors in the future for the same claims alleged in this case.

## WHAT THIS NOTICE CONTAINS

BASIC INFORMATION .....	PAGE 1
1. Why did I get this notice package?	
2. What is this lawsuit about?	
3. Why is this a class action?	
4. Why is there a settlement?	
WHO IS IN THE SETTLEMENT.....	PAGE 2
5. How do I know if I am part of the settlement?	
6. What does the settlement provide?	
7. What is the amount of my payment?	
8. What happens if I don't cash my check?	
HOW YOU GET A PAYMENT.....	PAGE 3
9. How can I get a payment?	
10. When would I get my payment?	
11. What am I giving up to get a payment or stay in the Class?	
EXCLUDING YOURSELF FROM THE SETTLEMENT.....	PAGE 3
12. How do I get out of the settlement?	
13. If I don't exclude myself, can I sue Clean Harbors for the same thing later?	
14. If I exclude myself, can I get money from this settlement?	
THE LAWYERS REPRESENTING YOU.....	PAGE 4
15. Do I have a lawyer in the case?	
16. How will the lawyers be paid?	
OBJECTING TO THE SETTLEMENT.....	PAGE 4
17. How do I tell the Court that I don't like the settlement?	
18. What's the difference between objecting and excluding?	
THE COURT'S FAIRNESS HEARING.....	PAGE 5
19. When and where will the Court decide whether to approve the settlement?	
20. Do I have to come to the hearing?	
21. May I speak at the hearing?	
IF YOU DO NOTHING.....	PAGE 5
22. What happens if I do nothing at all?	
GETTING MORE INFORMATION.....	PAGE 5
23. Are there more details about the settlement?	
24. How do I get more information?	

## BASIC INFORMATION

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

You have received this notice because the records of Clean Harbors or of HireRight Solutions, Inc. (fka “USIS” or “DAC”) (hereafter “HireRight”) or of another consumer reporting agency show that you held or applied for a job at Clean Harbors and that a background check or other consumer report was obtained about you sometime on or between **July 8, 2012 and July 21, 2013**.

The Court sent you this notice because you have a right to know about a proposed settlement of a Class Action lawsuit, and about your options, before the Court decides whether to approve this Settlement. If the Court approves the Settlement and after objections and appeals are resolved, a settlement administrator will distribute the benefits the Settlement allows.

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Western District of Washington, and the case is known as *Roderick C. Demmings, et al. v. Clean Harbors Environmental Services, Inc.*, Case No. 2:14-CV-01017-TSZ. The person who sued is called the Plaintiff, and the company he sued, Clean Harbors, is called the Defendant.

### 2. What is this lawsuit about?

This lawsuit alleges that Clean Harbors did not comply with the Fair Credit Reporting Act in the manner in which it obtained the consumer reports of job applicants. If you are a Class Member, Clean Harbors procured your consumer report in connection with your application for employment with Clean Harbors. The suit alleges that Clean Harbors violated your rights under a federal law – the FCRA – in the manner in which it procured your consumer report in connection with your application for employment with Clean Harbors. Clean Harbors has denied any violation of law in connection with the lawsuit.

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

In a class action, one or more people called Class Representatives (in this case Roderick C. Demmings), sue on behalf of people who have similar claims. Collectively these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. U.S. District Judge Thomas S. Zilly is in charge of this class action.

### 4. Why is there a settlement?

The Court did not decide in favor of the Plaintiff or Clean Harbors. The Plaintiff thinks he could have won at trial. Clean Harbors thinks that it would have won at trial. But there was no trial. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial and further court proceedings, and the people affected will get compensation. The Plaintiff, Clean Harbors, and the attorneys think the settlement is best for all Class Members.

## WHO IS IN THE SETTLEMENT?

To see if you will get money from this settlement, you first have to decide if you are a Class Member.

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

You are a member of this Settlement Class and are affected by the settlement because you applied for employment with Clean Harbors and Clean Harbors obtained your consumer report on or after July 8, 2012 through February 6, 2015 (“Class Period”).

Specifically, for the purposes of settlement only, the Court has provisionally certified a Settlement Class as defined as follows:

All natural persons residing in the United States who applied for employment with Clean Harbors and who were the subject of a Consumer Report procured by Clean Harbors for employment purposes during the Class Period.

That Class has further been sub-divided into the following two sub-classes:

Subclass I – All applicants about whom Clean Harbors procured a Consumer Report in connection with the Class Members’ application for employment with Clean Harbors between July 8, 2012, and July 21, 2013.

Subclass II – All applicants about whom Clean Harbors procured a Consumer Report in connection with the Class Members’ application for employment with Clean Harbors between July 22, 2013, and February 6, 2015.

Excluded from the Class and Subclasses are all counsel in this case, any judge who has presided over either mediation or disposition of this case (and the members of his immediate family), and any person who has already released Clean Harbors.

## THE SETTLEMENT BENEFITS—WHAT DO YOU GET?

### 6. What does the settlement provide?

Clean Harbors has agreed to create a total \$644,860.00 fund to be divided among two different groups of people.

### 7. What is the Amount of My Payment?

The amount of your settlement payment depends on when Clean Harbors obtained your consumer report. Clean Harbors’ records show that you applied between **July 8, 2012 and July 21, 2013** and that Clean Harbors obtained a consumer report in connection with your application. For that reason, you are entitled to a gross settlement payment of up to \$295.00.

Because the amount of each check to be issued is subject to pro rata deduction from the Settlement Fund for costs of notice and settlement administration, attorney’s fees, costs approved by the Court, your expected payment will be a “net” amount of the Maximum Gross Settlement Payment provided in the Stipulation of Settlement, and will be an amount less than \$295.00. The parties estimate the cost to administer the settlement will be approximately \$19,900.00. Deductions for fees and costs, and deductions for the incentive payment to the named plaintiff from the gross settlement payment are calculated on a pro rata basis. For example, if the Court approves Class Counsel’s request of an attorney fee of 1/3 of the settlement fund and an incentive award of \$10,000.00 to the Named Plaintiff, your net check will be approximately \$183.00. This amount may vary slightly once the final administration costs are calculated at the time checks are distributed to Class members.

7. What happens if I don't cash my check?

The parties have agreed to ask the Court to distribute uncashed or unclaimed checks to the National Consumer Law Center (NCLC). Neither the parties nor the lawyers in this case have any affiliation with NCLC. More information about NCLC is available online at [www.nclc.org](http://www.nclc.org).

## HOW YOU GET A PAYMENT

9. How can I get a payment?

You will automatically receive a payment. You do not need to do anything to receive it.

10. When would I get my payment?

The Court will hold a hearing on \_\_\_\_\_, to decide whether to approve the settlement. If Judge Zilly approves the settlement after that, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

11. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you are staying in the class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Clean Harbors about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you. If you sign the claim form, you affirmatively agree to a "Release of Claims," attached to the claim form, which describes exactly the legal claims that you give up if you get settlement benefits.

### EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this settlement, but you want to keep the right to sue or continue to sue Clean Harbors on your own, and at your own expense, about the legal issues in this case, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as opting out of the Settlement Class.

12. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from *Demmings v. Clean Harbors Environmental Services, Inc.*, U.S. District Court, Western District of Washington, Case No. 2:14-CV-01017-TSZ. Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than \_\_\_\_\_, to: [Settlement Administrator]. **You are responsible for paying your own postage.**

If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Clean Harbors in the future.

13. If I don't exclude myself, can I sue Clean Harbors for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Clean Harbors for the claims that this settlement resolves. If you have a pending lawsuit about the subject matter of this lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is \_\_\_\_\_.

14. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, do not send in a claim form to ask for any money. But, you retain the right to sue, continue to sue, or be part of a different lawsuit against Clean Harbors if you so choose.

## THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court appointed the law firm of O'Toole McLaughlin Dooley & Pecora, Co. LPA and the law firm of Baxter & Baxter, LLP, to represent you and other Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to a third of the Settlement Fund for attorneys' fees as well as payment for expenses incurred to prosecute the case. Class Counsel will also ask the Court to approve payment up to \$10,000 to Roderick C. Demmings for his services as Class Representative. The fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. The Court may award less than these amounts.

## OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

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

If you're a Class Member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter to the three addresses below saying that you object to *Demmings v. Clean Harbors Environmental Services, Inc.*, U.S. District Court, Western District of Washington, Case No. 2:14-CV-01017-TSZ. Be sure to include your name, address, telephone number, your signature, and the reasons you object to the settlement. You must mail the objection to all three addresses below postmarked no later than \_\_\_\_\_:

SETTLEMENT ADMINISTRATOR	CLASS COUNSEL	DEFENSE COUNSEL
Tilghman & Co., P.C. P.O. Box 11250 Birmingham, Alabama 35202	Matthew A. Dooley Anthony R. Pecora O'Toole McLaughlin Dooley & Pecora Co., LPA 5455 Detroit Road Sheffield Village, Ohio 44054	Leah C. Lively Sarah J. Evans Ogletree, Deakins, Nash, Smoak & Stewart, P.C. The KOIN Center 222 SW Columbia Street, Suite 1500 Portland, Oregon 97201

18. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

## THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you do not have to.

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

The Court will hold a Final Fairness Hearing on \_\_\_\_\_ at \_\_\_\_\_, at the United States District Court for the Western District of Washington, 700 Stewart Street, Seattle, Washington, 98101. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Zilly will listen to any people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

20. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Zilly may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Demmings v. Clean Harbors Environmental Services, Inc.*, U.S. District Court, Western District of Washington, Case No. 2:14-CV-01017-TSZ". Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than \_\_\_\_\_ and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the three addresses in question 18 above. You cannot speak at the hearing if you excluded yourself.

## IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing, you will still receive a payment from this settlement. But, unless you exclude yourself, you will not be able to file a lawsuit, continue with any other lawsuit, or be part of any other lawsuit against Clean Harbors about the legal issues in this case.

## GETTING MORE INFORMATION

23. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in a Stipulation of Settlement. You can get a copy of the Stipulation of Settlement by writing to the Settlement Administrator at [address] or by visiting [www.CHClassAction.com](http://www.CHClassAction.com).

24. How do I get more information?

You can call 1-800-\_\_\_\_\_ toll free; write to Clean Harbors Settlement, ATTN: Settlement Administrator, \_\_\_\_\_; or visit the website at [www.CHClassAction.com](http://www.CHClassAction.com) where you will find answers to common questions about the settlement, a claim form, plus other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

25572692.1

**EXHIBIT B**

**NOTICE FORM**

**(CLASS II)**

**UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON**

**YOU ARE RECEIVING THIS NOTICE BECAUSE CLEAN HARBORS ENVIRONMENTAL SERVICES (“CLEAN HARBORS”) OBTAINED YOUR CONSUMER REPORT BETWEEN JULY 22, 2013 AND FEBRUARY 6, 2015.**

**YOU ARE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT.**

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

- A settlement will provide a total fund of \$644,500.00 to pay claims to persons who applied for a job with Clean Harbors and about whom a background check (consumer report) was obtained as part of the application process, as well as attorneys’ fees, settlement administration costs, and other costs.
- The settlement resolves a lawsuit about whether Clean Harbors violated the Federal Fair Credit Reporting Act (“FCRA”) in the manner in which it obtained the background checks (consumer reports) of persons who applied for jobs with Clean Harbors; it avoids costs and risks to you from continuing the lawsuit; pays money to persons like you; and releases Clean Harbors from liability. While Clean Harbors has denied all liability in the lawsuit, it has agreed to resolve the matter to avoid the time, uncertainty and expense of further litigation.
- Under the settlement, you are entitled to a pro rata cash payment of **up to \$40.00** because Clean Harbors obtained your consumer report for employment purposes between July 22, 2013 and February 6, 2015. During this time period, Clean Harbors provided you with a specific form, which the lawsuit alleges did not comply with the FCRA. Prior to July 22, 2013, Clean Harbors used a different form. Clean Harbors disputes any wrongdoing at any time. The settlement provides that applicants about whom Clean Harbors obtained a consumer report using the legacy form are entitled to receive a gross payment of up to \$295.00.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>EXCLUDE YOURSELF</b>	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Clean Harbors about the legal claims in this case.
<b>OBJECT</b>	Write to the Court about why you do not like the settlement.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the settlement.
<b>DO NOTHING</b>	You will not receive a settlement payment and you will be unable to sue Clean Harbors in the future for the same claims alleged in this case.

## WHAT THIS NOTICE CONTAINS

BASIC INFORMATION .....	PAGE 1
1. Why did I get this notice package?	
2. What is this lawsuit about?	
3. Why is this a class action?	
4. Why is there a settlement?	
WHO IS IN THE SETTLEMENT.....	PAGE 2
5. How do I know if I am part of the settlement?	
6. What does the settlement provide?	
7. What is the amount of my payment?	
8. What happens if I don't cash my check	
HOW YOU GET A PAYMENT .....	PAGE 3
9. How can I get a payment?	
10. When would I get my payment?	
11. What am I giving up to get a payment or stay in the Class?	
EXCLUDING YOURSELF FROM THE SETTLEMENT.....	PAGE 3
12. How do I get out of the settlement?	
13. If I don't exclude myself, can I sue Clean Harbors for the same thing later?	
14. If I exclude myself, can I get money from this settlement?	
THE LAWYERS REPRESENTING YOU.....	PAGE 4
15. Do I have a lawyer in the case?	
16. How will the lawyers be paid?	
OBJECTING TO THE SETTLEMENT.....	PAGE 4
17. How do I tell the Court that I don't like the settlement?	
18. What's the difference between objecting and excluding?	
THE COURT'S FAIRNESS HEARING.....	PAGE 5
19. When and where will the Court decide whether to approve the settlement?	
20. Do I have to come to the hearing?	
21. May I speak at the hearing?	
IF YOU DO NOTHING.....	PAGE 5
22. What happens if I do nothing at all?	
GETTING MORE INFORMATION.....	PAGE 5
23. Are there more details about the settlement?	
24. How do I get more information?	

## BASIC INFORMATION

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

You have received this notice because the records of Clean Harbors or of HireRight Solutions, Inc. (fka “USIS” or “DAC”) (hereafter “HireRight”) or of another consumer reporting agency show that you held or applied for a job at Clean Harbors and that a background check or other consumer report was obtained about you sometime on or between **July 22, 2013 and February 6, 2015**.

The Court sent you this notice because you have a right to know about a proposed settlement of a Class Action lawsuit, and about your options, before the Court decides whether to approve this Settlement. If the Court approves the Settlement and after objections and appeals are resolved, a settlement administrator will distribute the benefits the Settlement allows.

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Western District of Washington, and the case is known as *Roderick C. Demmings, et al. v. Clean Harbors Environmental Services, Inc.*, Case No. 2:14-CV-01017-TSZ. The person who sued is called the Plaintiff, and the company he sued, Clean Harbors, is called the Defendant.

### 2. What is this lawsuit about?

This lawsuit alleges that Clean Harbors did not comply with the Fair Credit Reporting Act in the manner in which it obtained the consumer reports of job applicants. If you are a Class Member, Clean Harbors procured your consumer report in connection with your application for employment with Clean Harbors. The suit alleges that Clean Harbors violated your rights under a federal law – the FCRA – in the manner in which it procured your consumer report in connection with your application for employment with Clean Harbors. Clean Harbors has denied any violation of law in connection with the lawsuit.

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

In a class action, one or more people called Class Representatives (in this case Roderick C. Demmings), sue on behalf of people who have similar claims. Collectively these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. U.S. District Judge Thomas S. Zilly is in charge of this class action.

### 4. Why is there a settlement?

The Court did not decide in favor of the Plaintiff or Clean Harbors. The Plaintiff thinks he could have won at trial. Clean Harbors thinks that it would have won at trial. But there was no trial. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial and further court proceedings, and the people affected will get compensation. The Plaintiff, Clean Harbors, and the attorneys think the settlement is best for all Class Members.

## WHO IS IN THE SETTLEMENT?

To see if you will get money from this settlement, you first have to decide if you are a Class Member.

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

You are a member of this Settlement Class and are affected by the settlement because you applied for employment with Clean Harbors and Clean Harbors obtained your consumer report on or after July 8, 2012 through February 6, 2015 (“Class Period”).

Specifically, for the purposes of settlement only, the Court has provisionally certified a Settlement Class as defined as follows:

All natural persons residing in the United States who applied for employment with Clean Harbors and who were the subject of a Consumer Report procured by Clean Harbors for employment purposes during the Class Period.

That Class has further been sub-divided into the following two sub-classes:

Subclass I – All applicants about whom Clean Harbors procured a Consumer Report in connection with the Class Members’ application for employment with Clean Harbors between July 8, 2012, and July 21, 2013.

Subclass II – All applicants about whom Clean Harbors procured a Consumer Report in connection with the Class Members’ application for employment with Clean Harbors between July 22, 2013, and February 6, 2015.

Excluded from the Class and Subclasses are all counsel in this case, any judge who has presided over either mediation or disposition of this case (and the members of his immediate family), and any person who has already released Clean Harbors.

## THE SETTLEMENT BENEFITS—WHAT DO YOU GET?

### 6. What does the settlement provide?

Clean Harbors has agreed to create a total \$644,500.00 fund to be divided among two different groups of people.

### 7. What is the amount of my payment?

The amount of your settlement payment depends on when you applied for a job with Clean Harbors. Clean Harbors’ records show that you applied between **July 22, 2013 and February 6, 2015** and that Clean Harbors obtained a consumer report in connection with your application. For that reason, you are entitled to a gross amount up to \$40.00. This gross settlement amount is dependent upon the total number of valid claims submitted by Class Members like you.

Because the amount of each check to be issued is subject to pro rata deduction from the Settlement Fund for costs of notice and settlement administration, attorney’s fees, costs approved by the Court, your expected payment will be a “net” amount of the Maximum Gross Settlement Payment described in the Stipulation of Settlement, and will be in an amount less than \$40.00. The parties estimate the cost to administer the settlement will be approximately \$19,900.00. Deductions for fees and costs and deductions for the incentive payment to the named plaintiff from the gross settlement payment are calculated on a pro rata basis. For example, if the Court approves Class Counsel’s request of an attorney fee of 1/3 of the settlement fund and an incentive award of \$10,000.00 to the Named Plaintiff, your net check will be approximately \$25.00. This amount may vary slightly once the final administration costs are calculated at the time checks are distributed to Class members.

### 8. What happens if I don’t cash my check?

The parties have agreed to ask the Court to distribute uncashed or unclaimed checks to the National Consumer Law Center (NCLC). Neither the parties nor the lawyers in this case have any affiliation with NCLC. More information about NCLC is available online at [www.nclc.org](http://www.nclc.org).

## HOW YOU GET A PAYMENT

9. How can I get a payment?

You will automatically receive a payment. You do not need to do anything to receive it.

10. When would I get my payment?

The Court will hold a hearing on \_\_\_\_\_, to decide whether to approve the settlement. If Judge Zilly approves the settlement after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

11. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you are staying in the class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Clean Harbors about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you. If you sign the claim form, you affirmatively agree to a "Release of Claims," attached to the claim form, which describes exactly the legal claims that you give up if you get settlement benefits.

### EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this settlement, but you want to keep the right to sue or continue to sue Clean Harbors on your own, and at your own expense, about the legal issues in this case, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as opting out of the Settlement Class.

12. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from *Demmings v. Clean Harbors Environmental Services, Inc.*, U.S. District Court, Western District of Washington, Case No. 2:14-CV-01017-TSZ. Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request postmarked no later than [insert date 60 days after mailing of Class Notice] to: [Settlement Administrator]. **You are responsible for paying your own postage.**

If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Clean Harbors in the future.

13. If I don't exclude myself, can I sue Clean Harbors for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Clean Harbors for the claims that this settlement resolves. If you have a pending lawsuit about the subject matter of this lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is [insert date 60 days after mailing of Class Notice].

14. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, do not send in a claim form to ask for any money. But, you retain the right to sue, continue to sue, or be part of a different lawsuit against Clean Harbors, if you so choose.

## THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court appointed the law firm of O’Toole McLaughlin Dooley & Pecora, Co. LPA and the law firm of Baxter & Baxter, LLP, to represent you and other Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to a third of the Settlement Fund for attorneys' fees as well as payment for expenses incurred to prosecute the case. Class Counsel will also ask the Court to approve payment up to \$10,000 to Roderick C. Demmings for his services as Class Representative. The fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. The Court may award less than these amounts.

## OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

17. How do I tell the Court that I don’t like the settlement?

If you are a Class Member, you can object to the settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter to the three addresses below saying that you object to *Demmings v. Clean Harbors Environmental Services, Inc.*, U.S. District Court, Western District of Washington, Case No. 2:14-CV-01017-TSZ. Be sure to include your name, address, telephone number, your signature, and the reasons you object to the settlement. You must mail the objection to all three addresses below postmarked no later than [insert date 60 days after mailing of Class Notice].

SETTLEMENT ADMINISTRATOR	CLASS COUNSEL	DEFENSE COUNSEL
Tilghman & Co., P.C. P.O. Box 11250 Birmingham, Alabama 35202	Matthew A. Dooley Anthony R. Pecora O’Toole McLaughlin Dooley & Pecora Co., LPA 5455 Detroit Road Sheffield Village, Ohio 44054	Leah C. Lively Sarah J. Evans Ogletree, Deakins, Nash, Smoak & Stewart, P.C. The KOIN Center 222 SW Columbia Street, Suite 1500 Portland, Oregon 97201

18. 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 Class. Excluding yourself is telling the Court that you don’t want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

## THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

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

The Court will hold a Final Fairness Hearing on \_\_\_\_\_ at \_\_\_\_\_, at the United States District Court for the Western District of Washington, 700 Stewart Street, Seattle, Washington, 98101. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Zilly will listen to any people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

20. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Zilly may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Demmings v. Clean Harbors Environmental Services, Inc.*, U.S. District Court, Western District of Washington, Case No. 2:14-CV-01017-TSZ". Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than [insert date] and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the three addresses in question 18 above. You cannot speak at the hearing if you excluded yourself.

## IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing, you'll get no money from this settlement. But, unless you exclude yourself, you won't be able to start a lawsuit, continue with any other lawsuit, or be part of any other lawsuit against Clean Harbors about the legal issues in this case, ever again.

## GETTING MORE INFORMATION

23. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in a Stipulation of Settlement. You can get a copy of the Stipulation of Settlement by writing to the Settlement Administrator at [address] or by visiting [www.CHClassaction.com](http://www.CHClassaction.com).

24. How do I get more information?

You can call 1-800-\_\_\_\_\_ toll free; write to Clean Harbors Settlement, ATTN: Settlement Administrator, \_\_\_\_\_; or visit the website at [www.CleanHarborsClassAction.com](http://www.CleanHarborsClassAction.com) where you will find answers to common questions about the settlement, a claim form, plus other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

# **EXHIBIT C**

## **NOTICE ORDER**

Honorable Thomas S. Zilly

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

Roderick C. Demmings, on Behalf of Himself  
and All Others Similarly Situated,

Plaintiff,

vs.

Clean Harbors Environmental Services, Inc.,

Defendant.

Case No.: 2:14-cv-01017-TSZ

[PROPOSED] ORDER RE:  
STIPULATION OF SETTLEMENT AND  
JOINT MOTION FOR PRELIMINARY  
APPROVAL OF CLASS SETTLEMENT

WHEREAS, Plaintiff<sup>1</sup>, Roderick C. Demmings, on behalf of himself and the other Class Members in this action styled *Roderick C. Demmings v. Clean Harbors Environmental Services, Inc.* (“Clean Harbor”), Case No. 2:14-cv-01017-TSZ (W.D. Wash.) (the “Civil Action”) and Clean Harbor have entered into a Stipulation of Settlement, filed March 21, 2016 (the “Stipulation”) (ECF #34), after lengthy arms-length settlement discussion;

AND, WHEREAS, the Court has received and considered the Stipulation;

<sup>1</sup> All defined terms contained herein shall have the same meanings as set forth in the Stipulation of Settlement.

[PROPOSED] ORDER RE:  
STIPULATION OF SETTLEMENT AND  
JOINT MOTION FOR PRELIMINARY  
APPROVAL OF CLASS SETTLEMENT -

2  
(No. 2:14-cv-01017-TSZ)

**O'TOOLE MCLAUGHLIN DOOLEY  
& PECORA CO LPA**  
5455 DETROIT ROAD  
SHEFFIELD VILLAGE, OHIO 44054  
(440) 930-4001 (TELEPHONE)  
(440) 934-7208 (FACSIMILE)

1 AND, WHEREAS, the Named Plaintiff has made an unopposed application, pursuant to  
2 Federal Rule of Civil Procedure 23(e), for an order preliminarily approving the settlement of the  
3 Civil Action (ECF #35), and for its dismissal with prejudice upon the terms and conditions set  
4 forth in the Stipulation;

5 AND, WHEREAS, the Court has reviewed the application for such order, and has found  
6 good cause for the same.

7 NOW, THEREFORE, IT IS HEREBY ORDERED:

8 1. Pursuant to Federal Rule of Civil Procedure 23, and for settlement purposes only,  
9 the Court hereby certifies this Civil Action as a nationwide class action on behalf of the following  
10 Class:

11 all applicants for employment of Clean Harbors for whom Clean  
12 Harbors obtained a Consumer Report for employment purposes, for  
13 the period July 8, 2012, until February 6, 2015.

14 2. The Class shall be divided into two subclasses defined as follows:

15 Subclass I – All applicants about whom Clean Harbors procured a  
16 Consumer Report in connection with the Class Members’  
17 application for employment with Clean Harbors between July 8,  
18 2012, and July 21, 2013.

19 Subclass II – All applicants about whom Clean Harbors procured a  
20 Consumer Report in connection with the Class Members’  
21 application for employment with Clean Harbors between July 22,  
22 2013, and February 6, 2015.

23 If the settlement is not finally approved, Defendant's stipulation to the certification of the class  
24 shall be null and void ab initio, and may not be used or relied upon by the Plaintiff for any purpose.

25 2. With respect to the Class and Subclasses, the Court preliminarily finds the  
26 prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure

[PROPOSED] ORDER RE:  
STIPULATION OF SETTLEMENT AND  
JOINT MOTION FOR PRELIMINARY  
APPROVAL OF CLASS SETTLEMENT -  
3  
(No. 2:14-cv-01017-TSZ)

**O'TOOLE MCLAUGHLIN DOOLEY  
& PECORA CO LPA**  
5455 DETROIT ROAD  
SHEFFIELD VILLAGE, OHIO 44054  
(440) 930-4001 (TELEPHONE)  
(440) 934-7208 (FACSIMILE)

1 have been met; in that: (a) the Class and Subclasses are so numerous that joinder of all individual  
2 Class Members in the Civil Action is impracticable; (b) there are questions of law and fact common  
3 to the Class and Subclasses and those common questions of law and fact predominate over any  
4 individual questions; (c) the claims of the class representative are typical of the claims of the Class  
5 and Subclasses; (d) the class representative and Class Counsel will fairly and adequately represent  
6 the interests of the Class and Subclasses; and (e) a class action is superior to other available  
7 methods for the fair and efficient adjudication of the controversy.

8 3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby  
9 appoints the Plaintiff, Roderick C. Demmings, as the class representative of the Class and  
10 Subclasses.

11 4. Having considered the factors set forth in Rule 23(g) of the Federal Rules of Civil  
12 Procedure, the Court hereby appoints Matthew A. Dooley, Anthony R. Pecora and Justin Baxter  
13 as Class Counsel to represent the Class and Subclasses.

14 5. The Court hereby preliminarily approves the Stipulation and terms and conditions  
15 set forth therein, subject to further consideration at the Fairness Hearing described below.

16 6. The Court has conducted a preliminary assessment of the fairness, reasonableness,  
17 and adequacy of the Stipulation, and hereby finds that the settlement falls within the range of  
18 reasonableness meriting possible final approval. The Court therefore preliminarily approves the  
19 proposed settlement as set forth in the Stipulation.

20 7. Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the Court will hold  
21 a Fairness Hearing on \_\_\_\_\_ at \_\_\_\_\_ a.m. in the Courtroom of Judge  
22 Thomas S. Zilly, Suite 15206, United States Courthouse, 700 Stewart Street, Seattle, Washington  
23 98101-9906 for the following purposes:

24  
25  
26 [PROPOSED] ORDER RE:  
STIPULATION OF SETTLEMENT AND  
JOINT MOTION FOR PRELIMINARY  
APPROVAL OF CLASS SETTLEMENT -  
4  
(No. 2:14-cv-01017-TSZ)

**O'TOOLE MCLAUGHLIN DOOLEY  
& PECORA CO LPA**  
5455 DETROIT ROAD  
SHEFFIELD VILLAGE, OHIO 44054  
(440) 930-4001 (TELEPHONE)  
(440) 934-7208 (FACSIMILE)

- a. finally determining whether the Class meets all applicable requirements of Federal Rule of Civil Procedure 23 and, thus, the Class claims should be certified for purposes of effectuating the settlement;
- b. determining whether the proposed settlement of the Civil Action on the terms and conditions provided for in the Agreement is fair, reasonable, and adequate and should be approved by the Court;
- c. considering the application of Class Counsel for an award of attorney fees and reimbursement of expenses, as provided for under the Stipulation;
- d. considering whether the Court should enter the [Proposed] Judgment, Final Order, and Decree;
- e. considering whether the release by the Settlement Class Members of the Released Claim as set forth in the Stipulation should be provided; and
- f. ruling upon such other matters as the Court may deem just and appropriate.

8. The Court may adjourn the Fairness Hearing and later reconvene such hearing without further notice to the Settlement Class Members.

9. The Parties may further modify the Stipulation prior to the Fairness Hearing, so long as such modifications do not materially change the terms of the settlement provided thereunder. The Court may approve the Stipulation with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Settlement Class Members.

10. Class Members must file and serve any objections to the proposed settlement not later than 60 days after mailing of the Class Notices, including any memorandum and/or submissions in support of said objection, which deadline will be set forth in the Class Notice.

1 11. All papers in support of the Settlement and any application for an award of attorney  
2 fees, actual out-of-pocket expenses and/or class representative incentive awards must be filed with  
3 the Court and served at least ten (10) days prior to the Fairness Hearing.

4 12. The Court approves, as to form and content, the proposed Notices of Class Action  
5 Settlement, which are attached as Exhibits A and B to the Stipulation.

6 13. Within 60 days of this Order, Class Counsel shall provide Class Notices to each  
7 Class member.

8 14. The Court finds that the distribution of the Class Notices substantially meets the  
9 requirements of Federal Rule of Civil Procedure 23 and due process, is the best notice practicable  
10 under the circumstances, and shall constitute due and sufficient notice to all persons entitled  
11 thereto.

12 15. The Court approves the designation of Class Counsel to administer the settlement  
13 through a third-party administrator. Class Counsel shall cause the dissemination of the Class  
14 Notices and supervise and carry out the notice procedure, and other administrative functions, and  
15 shall respond to Class Member inquiries, as set forth in the Stipulation and this Order under the  
16 direction and supervision of the Court.

17 16. All costs administering the settlement shall be paid from the Settlement Fund, as  
18 set forth in the Stipulation.

19 17. As provided in the Class Notice, each Class Member shall have the right to exclude  
20 himself or herself from the settlement class by mailing a request for exclusion to the Settlement  
21 Administrator postmarked no later than sixty (60) days after mailing of the Class Notice. Requests  
22 for exclusion must set forth the class member's name and address. At least ten (10) days prior to  
23 the final approval hearing, Class Counsel shall file with the Court a list of all persons who have  
24 timely requested exclusion from the Settlement Class.

25  
26 [PROPOSED] ORDER RE:  
STIPULATION OF SETTLEMENT AND  
JOINT MOTION FOR PRELIMINARY  
APPROVAL OF CLASS SETTLEMENT -  
6  
(No. 2:14-cv-01017-TSZ)

**O'TOOLE MCLAUGHLIN DOOLEY  
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5455 DETROIT ROAD  
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(440) 934-7208 (FACSIMILE)

1 18. As provided in the Class Notices, each class member who does not timely opt out  
2 of the class shall have the right to object to the settlement or to the request by Class Counsel for  
3 an award of attorneys' fees and expenses by filing written objections with the Court not later than  
4 sixty (60) days after mailing of the Class Notice, and copies of the objections shall be served on  
5 Class Counsel. Failure to timely file and serve written objections will preclude a Class Member  
6 from objecting at the Fairness Hearing.

7 19. All briefs, memoranda, petitions, and affidavits to be filed in support of final  
8 approval of the settlement and for an award of attorney fees and expenses by counsel for the class  
9 shall be filed not later than ten (10) days before the Fairness Hearing.

10 20. The Court retains exclusive jurisdiction over this action to consider all further  
11 matters arising out of or connected with the Settlement Agreement.

12 SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

13  
14 By the Court:

15 \_\_\_\_\_  
16 Hon. Thomas S. Zilly

17 **Presented by:**

18 \_\_\_\_\_  
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20 Baxter & Baxter, LLP  
21 Washington State Bar No. 39182  
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[PROPOSED] ORDER RE:  
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26 [PROPOSED] ORDER RE:  
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