

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA

PAMELA VINES, individually and on	)	
behalf of all others similarly situated,	)	
	)	
Plaintiffs,	)	
	)	Case No. 1:24-cv-697
v.	)	
	)	
REPUBLIC SERVICES, INC. d/b/a BFI	)	
WASTE SYSTEMS NORTH AMERICA,	)	
LLC,	)	
	)	
Defendant.	)	

PRELIMINARY APPROVAL ORDER

Before the Court is Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement, Dkt. 29. The Plaintiff Pamela Vines ("Plaintiff"), individually and on behalf of the proposed Settlement Class, and the Defendant, Republic Services, Inc., d/b/a BFI Waste Systems North America, LLC, ("Defendant"), have entered into a Settlement Agreement, dated July 7, 2025, that, if approved, would resolve this action. Dkt. 29-1 (Exhibit 1 to the Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Settlement Agreement" or "Settlement")); Dkt. 29 ¶ 4. The Plaintiff seeks preliminary approval of the Settlement Agreement and their Class Notice, which the Defendant does not oppose. Upon consideration of the record, consultation with counsel

at a hearing held on August 20, 2026, and detailed review of the Settlement Agreement together with all exhibits and attachments thereto, the Court **FINDS** and **ORDERS** that:

I. PRELIMINARY APPROVAL

1. **Terms.** Unless otherwise defined herein, all terms that are capitalized shall have the same meaning ascribed to those terms in the Settlement Agreement.

2. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) and personal jurisdiction over the parties before it. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391(b).

3. **Preliminary Settlement Approval.** The Court has reviewed the terms of the proposed Settlement Agreement, the exhibits and attachments thereto, the parties' motion papers, briefs, supplemental briefs, and declarations of Plaintiff and the proposed Class Counsel. *See* Dkts. 29, 30, 33. Based on its review of these papers and the representations of counsel at the hearing and for purposes of the pending motion, the Court preliminarily finds the Settlement falls within the range of possible approval as fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the

Settlement Class, the proposed manner of allocating benefits to Class Members, that the Settlement treats the Class Members equitably, and all of the other factors required by Federal Rule of Civil Procedure 23 and relevant case law.

4. The Court therefore **GRANTS** preliminary approval of the Settlement Agreement and all the terms and conditions contained therein, subject to review upon motion for final approval.

II. PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS AND PRELIMINARY APPOINTMENT OF CLASS REPRESENTATIVE AND CLASS COUNSEL

5. Pursuant to Federal Rule of Civil Procedure 23(b)(3), the Court preliminarily certifies, for settlement purposes only, the Settlement Class defined in the Settlement Agreement as follows:

All owner/occupants and renters of residential property residing within one and a half (1.5) miles of the Landfill's property boundary, located at 5105 Morehead Road, Concord, Cabarrus County, North Carolina, since August 14, 2021.

The one-and-a-half-mile radius surrounding the Landfill's property boundary, the "Class Area," is defined in the Agreement and is specifically delineated by a map, the "Class Area Map," attached thereto as Exhibit A. Dkt. 29-1 ¶ 5.1(e); Dkt. 29-1 at 28.

6. Those excluded from the Settlement Class are:

- a. Any judge presiding over this action and any members of the judge's respective staff and immediate members of the judge's respective family;
- b. Employees, officers, and agents of the Defendant, Defendant's affiliates, subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendants or their parents have a controlling interest;
- c. Persons who timely and validly request exclusion from or opt out of the Settlement Class, and legal representatives, successors, or assigns of any such excluded persons; and
- d. The Parties' counsel, including any members of the Parties' counsels' respective staff and immediate members of the Parties' counsels' respective families.

7. Pursuant to Federal Rule of Civil Procedure 23(e)(1), the Court finds that giving notice is justified. The Court preliminarily finds the proposed Settlement falls within the range of possible approval as fair, reasonable, and adequate.

8. The Court preliminarily finds that the Settlement Class satisfies the requirements of Federal Rule of Civil Procedure 23(a) for settlement purposes only: (a) the Settlement Class—roughly 2,800 Households—is so numerous that joinder of all Class

Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of Plaintiff as the Class representative (“Class Representative”) are typical of and arise from the same operative facts and the Class representative seeks similar relief as the claims of the Class Members; and (d) the Class Representative will fairly and adequately protect the interests of the Settlement Class as the Class Representative has no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Litigation on behalf of the Settlement Class.

9. The Court preliminarily finds that the Settlement Class satisfies the requirements of Federal Rule of Civil Procedure 23(b)(3) for settlement purposes only: (a) questions of law or fact common to Class Members predominate over any questions affecting only individual members; and (b) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Action.

10. **Appointment of Class Representative.** The Court finds Plaintiff Pamela Vines satisfies the requirements of Federal Rule of Civil Procedure 23(e)(2)(A) and should be preliminarily appointed as the Class Representative.

11. **Appointment of Class Counsel.** The Court finds that Steven D. Liddle, Laura L. Sheets, and D. Reed Solt, and the law firm of Liddle Sheets, and Valerie Johnson and Ann Groninger of the law firm Johnson & Groninger PLLC satisfy the requirements

of Federal Rule of Civil Procedure 23(e)(2)(A) and should be preliminarily appointed as Class Counsel pursuant to Federal Rule of Civil Procedure 23(g)(1).

III. NOTICE AND ADMINISTRATION

12. **Claims Administrator.** In accordance with the terms of the Agreement, Class Counsel shall be solely responsible for Settlement Class administration, including by providing the required Notice and administering the claims process.

13. **Class Action Fairness Act Notice.** Within ten (10) days of the date Plaintiff moves for the entry of the Preliminary Approval Order, Dkt. 29, and consistent with 28 U.S.C. § 1715(b), Defendant shall cause the Notice of Proposed Class Action Settlement (Exhibit D¹ to the Agreement) to be sent to (i) the U.S. Attorney General's Office, as the appropriate Federal official, and (ii) the Secretary of the North Carolina Department of Environmental Quality, as the appropriate State official. At least seven (7) days before the Fairness Hearing (or "Final Approval Hearing"), Defendant shall submit an affidavit or declaration to the Court confirming that these notices were timely sent. In accordance with 28 U.S.C. § 1715(d), an order giving final approval of a proposed settlement will not be issued earlier than 90 days after the date on which the appropriate Federal and State officials were served with notice under 28 U.S.C. § 1715(b).

¹ The Notice of Proposed Class Action Settlement is labeled as Exhibit E in the Settlement Agreement, but Class Counsel actually filed this as Exhibit D to the Agreement.

14. **Notice.** The proposed notice program (the “Notice Program”) set forth in the Settlement Agreement and exhibits attached to the Settlement Agreement as Exhibits C² (“Class Notice”) and D (“Publication Notice” or “Notice of Proposed Class Action Settlement”³), as clarified at the August 20, 2026, hearing,⁴ constitutes the best notice practicable under the circumstances to members of the Settlement Class and complies fully with the provisions set forth in Federal Rule of Civil Procedure 23(c)(2) and all substantive and procedural due process rights guaranteed by the United States Constitution and any other applicable law. The Court further finds that the Notice Program clearly and concisely informs the Settlement Class of their rights and options with respect to the proposed settlement, in plain, easily understood language, in conformance with the requirements of Federal Rule of Civil Procedure 23. The Notice Program, as clarified at the August 20, 2026, hearing, is thus hereby approved. Non-

² The Class Notice is referred to as Exhibit B in the Settlement Agreement, but it was filed as Exhibit C to the Settlement Agreement.

³ The Publication Notice (short form notice to publish in newspaper(s)) and Notice of Proposed Class Action Settlement (notice to provide to the appropriate officials) appear to be the same form, but they are referred to as two separate exhibits in the Settlement Agreement—as Exhibits C and Exhibit E. The Court approves publication of the Publication Notice and orders Class Counsel to provide the proper notice to the relevant entities.

⁴ During the hearing, the parties agreed to provide at least two newspaper notices. The Court defers to the parties’ determination whether to provide two (or more) notices in the same publication or a notice in two publications but requires Class Counsel to provide more than one newspaper notice. Such efforts shall be detailed in the forthcoming request for final approval of the Settlement.

material modifications to these Exhibits may be made by the Class Counsel in consultation and agreement with Defendant's counsel without further order of the Court.

15. The Court approves the form of the Class Notice (Exhibit C to the Agreement) and directs that Class Counsel shall serve same, in addition to the Claim Form (Exhibit E⁵ to the Settlement Agreement), upon the Settlement Class (by first class mail, postage prepaid) to each residential address within the Class Area during the period between August 14, 2021, and October 6, 2026, (the "Class Period"⁶) no later than twenty-one (21) days after the Court issues this Preliminary Approval Order.

16. Also, within twenty-one (21) days after the Court issues this Preliminary Approval Order, Class Counsel shall publish the Publication Notice (in similar form to that attached to the Agreement as Exhibit D) twice in one newspaper of general circulation in the Class Area or once in two newspapers of general circulation in the Class Area.

⁵ The Claim Form is referred to as Exhibit D in the Settlement Agreement, but it was filed as Exhibit E to the Settlement Agreement.

⁶ The Court establishes the start and end date for the Class Period based off the language included in the proposed Class Notice: "from August 14, 2021, to the present." *See* Dkt. 29-1 at 36. To ensure that individuals have an opportunity to timely submit their claims, the term "present" ends the day that Class Counsel sends out the approved Class Notice. Because that date is no more than twenty-one (21) days after the issuance of this Preliminary Approval Order, the Class Period will end October 6, 2026.

17. Class Counsel shall also post the Class Notice, along with copies of the Settlement Agreement and Claim Form (Exhibit E⁷ to the Agreement), on a designated settlement website to be established by Class Counsel.

18. **Findings Concerning Notice.** The Court finds that service of the Notice Program in this manner constitutes the best notice practicable under the circumstances to members of the Settlement Class and complies fully with the provisions set forth in Federal Rule of Civil Procedure 23(c)(2) and any and all substantive and procedural due process rights guaranteed by the United States Constitution and any other applicable law. The Court further finds that the Notice Program clearly and concisely informs the Settlement Class of their rights and options with respect to the proposed settlement, in plain, easily understood language, in conformance with the requirements of Federal Rule of Civil Procedure 23.

19. Class Counsel is directed to carry out the Notice Program in conformance with the Settlement Agreement and in compliance with the requirements in this Preliminary Approval Order. Class Counsel shall not use or disclose the names, contact information, or any personal information disclosed to it as part of administering this Settlement except to accomplish the purposes of this Settlement. Selling or trading any such information is prohibited.

⁷ The Claim Form is referred to as Exhibit D in the Settlement Agreement, but Class Counsel actually filed as Exhibit E to the Settlement Agreement.

20. **Claims Process.** Class Counsel and Defendant have created a process for Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and the Claim Form and directs Class Counsel to make the Claim Form available to Class Members in the manner specified in the Notice Program.

21. Class Members shall have forty-five (45) days from the date Class Notice is mailed to submit a claim form in compliance with the terms specified in the Notice Program, and on the Claim Form itself.

IV. EXCLUSIONS AND OBJECTIONS

18. **Exclusion from Class (Opt-Out).** As provided for in the Notice Program, the Settlement Class shall be afforded the right to Opt-Out of the Agreement or object to the final approval of the Settlement. Class Members shall have until thirty (30) days after the mailing of the Notice Program to Opt-Out of the Settlement Class. Any Class Member who chooses to Opt-Out and submits a timely and valid Opt-Out request in conformance with the terms of the Agreement, shall be excluded from the Settlement Class, shall have no rights under the Agreement, and shall not be bound by the release.

19. Class Members who wish to Opt-Out must comply with the procedures identified in the Class Notice (Exhibit C to the Agreement).

20. **Objections and Appearances.** Class Members who do not Opt-Out of the Settlement shall have thirty (30) days after the mailing of the Class Notice (the “Objection

Date”) to make any objections to the proposed settlement. To be timely, a written notice of an objection must be submitted to Class Counsel, no later than the Objection Date.

21. Class Members intending to object to the Settlement Agreement must comply with the requirements in the Class Notice (Exhibit C to the Agreement).

22. Within fourteen (14) days after the opt-out and objection deadline but in no event later than seven (7) days before the Fairness Hearing, Class Counsel shall circulate copies of such Opt-Outs and/or Objections to counsel for Defendant.

V. FAIRNESS HEARING (FINAL APPROVAL) HEARING

24. A Fairness Hearing shall be held on January 7, 2027, at 10:00 a.m. in the United States District Court, Middle District of North Carolina, 324 W. Market Street Greensboro, NC 27401.

25. At the Fairness Hearing, the Court will determine, among other things, whether: (a) this Litigation should be finally certified as a class action for settlement purposes pursuant to Federal Rules Civil Procedure 23(a) and (b)(3); (b) after giving due consideration to any objections against the proposed Settlement, the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class, and finally approved pursuant to Federal Rule Civil Procedure 23(e); (c) this Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the terms, conditions, and releases set forth in the

Settlement Agreement; (e) the preliminary appointment of Class Counsel and Plaintiff as Class Representative should be made final; (f) the Notice Program served on the Settlement Class constituted the best notice practical under the circumstances and is in compliance with the notice requirements of due process and Federal Rules of Civil Procedure 23; (g) notice served on the appropriate Federal and State officials is in full compliance with the provisions set forth in the Class Action Fairness Act, 28 U.S.C. § 1715; (h) the application of Class Counsel for an award of attorneys' fees and expenses should be approved pursuant to Fed. R. Civ. P. 23(h); (i) the preliminary appointment of the Class Representative should be made final; and (j) the application of the Class Representative for a service award should be approved.

26. At least fourteen (14) days in advance of the Fairness Hearing, Plaintiff shall submit a Motion for Final Approval of this Settlement, along with any request for attorneys' fees, incentive award(s), or reimbursement of litigation costs, including any costs associated with Settlement administration. Plaintiff shall include with this Motion adequate proof of mailing and publication of the Notice Program in compliance with this Order. The Court may ask for an accounting of the extent of the reach of the Notice Program and any undeliverable and/or rejected claims.

27. At least seven (7) days before the Fairness Hearing, or in conjunction with the Motion for Final Approval, Class Counsel shall file all objections received from or on behalf of Class Members and file a proposed "Exhibit 1" to the Final Judgment and Order

to the Court identifying the potential Class Members who timely submitted proper Opt-Out requests.

28. The Court reserves the right to adjourn or continue the Fairness Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement website maintained by the Class Counsel. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

VI. DEADLINES, INJUNCTION, AND TERMINATION

28. **Stay of Litigation.** All proceedings in the action other than those that may be necessary to carry out the terms and conditions of the Settlement Agreement or the responsibilities related or incidental thereto are stayed and suspended until further notice of this Court.

29. **Termination of Settlement.** If the Court declines to grant final approval of the Settlement, or if the Final Approval Order and Judgment does not become effective for any reason, the certification of the Settlement Class shall be automatically vacated, this Order shall be null and void, and the Parties shall return to the respective litigation positions they occupied immediately prior to the execution and submission of the Settlement for Court approval. The Settlement and all negotiations, proceedings, documents, and agreements relating thereto shall be without prejudice to the rights of

any Party and shall not be deemed an admission of any fact, liability, wrongdoing, or viability of any claim or defense.

30. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if the Final Approval Order and Judgment is not entered or there is no effective date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representative or any other Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Action or in any other lawsuit.

31. **Agreement.** All other events contemplated under the Agreement to occur after this Order and before the Fairness Hearing described in this Order shall be governed by the Agreement, to the extent not inconsistent herewith.

32. **Posting on the Court Website.** The Court may post this Order and on the Court website.

33. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings:

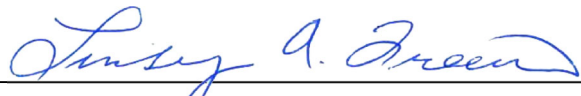
SETTLEMENT TIMELINE

Class Counsel to provide Notice (Notice Date)	+ 21 days after preliminary approval October 6, 2026
Objection / Opt-Out (Exclusion) Deadline	+30 days after Notice Date November 5, 2026
Claims Deadline	+45 days after Notice Date November 20, 2026
Motion For Final Approval to be filed (14 days before Fairness Hearing/Final Approval Hearing)	December 24, 2026
Application for Attorneys' Fees, Expenses, and Service Award (14 days before Fairness Hearing/Final Approval Hearing)	December 24, 2026
Fairness Hearing/Final Approval Hearing	January 7, 2027

22. Class Counsel is hereby directed to coordinate and effectuate Administration of the Settlement.

IT IS SO ORDERED.

This the 15th day of September, 2026.


LINDSEY A. FREEMAN
UNITED STATES DISTRICT JUDGE