

JAMES HAWKINS APLC
James R. Hawkins (#192925)
Gregory Mauro (#222239)
Michael Calvo (#314986)
Lauren Falk (#316893)
Ava Issary (#342252)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff MICHAEL GEORGE MCCANN, individually and
On behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

MICHAEL GEORGE MCCANN, individually
and on behalf of all others similarly situated,

Plaintiff,

v.

REPUBLIC SERVICES, INC., a Delaware
Corporation; DELTA CONTAINER
CORPORATION, a California Corporation;
and DOES 1-50, inclusive,

Defendants.

Case No. STK-CV-UOE-2021-8294

ASSIGNED FOR ALL PURPOSES TO:
Honorable Blanca A. Banuelos, Dept. 10B

**DECLARATION OF JAMES HAWKINS
IN SUPPORT OF PAGA AND CLASS
ACTION SETTLEMENT**

Date: September 11, 2025
Time: 9:00 a.m.

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Penalties under the Private Attorney General Act (“PAGA”) based on the above alleged violations.

5. On September 21, 2023, Plaintiff and Defendants participated in mediation before Lisa Klerman, Esq. Though the case did not settle at mediation, the parties accepted a mediator’s proposal on September 27, 2023. In preparation for the mediation Defendants provided Class Counsel with hire and term dates for all employees, time and payroll records for approximately 75 Class Members and relevant policies for Class Members during the Class Period. At all times, the Parties’ negotiations were adversarial and non-collusive.

6. The settlement discussions were conducted at arm’s-length, and the settlement is the result of an informed and detailed analysis of Defendants’s potential liability in relation to the costs and risks associated with continued litigation. Based on the documents produced, as well as Class Counsel’s own independent investigation and evaluation, Class Counsel believes that the Settlement with Defendants for the consideration and on the terms set forth in this Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendants.

7. The “Settlement Class” consists of all non-exempt employees who worked for Delta Container Corporation in California (the “Company”), during the Class Period (April 10, 2019 through the date of preliminary approval of the Settlement Agreement [March 12, 2025]). As of August 11, 2025 APEX Class Action Administration will report 93 Participating Class Members, constituting 100% participation.

8. In summary, Plaintiff’s Counsel performed a thorough investigation into the claims at issue, which included: (1) determining Plaintiff’s suitability as private attorneys general and class representative through interviews, background investigations, and analyses of employment files and related records; (2) evaluating all of Plaintiff’s potential representative claims; (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions, and the type of employer; (4) analyzing employees’ time and wage records; (5) reviewing Defendants’s employment policies and practices; (6) researching settlements in similar

1 cases and the prior settlement in this case; (7) evaluating Plaintiff's claims and estimating
2 Defendants's liability for purposes of settlement; (8) drafting the mediation brief; and (9)
3 participating in the mediation.

4 **Mediation**

5 9. As a result of the mediation, the parties agreed to settle this matter for a Gross
6 Settlement Amount("GSA") of \$295,000.00. Based on their own respective independent
7 investigations and evaluations, and after taking into account the sharply disputed factual and legal
8 issues involved in this matter, the risks attending further prosecution of the case, and the
9 monetary benefits received under the Settlement despite the questionable nature of the claims,
10 Plaintiff's counsel is of the opinion that Settlement for the consideration and on the terms set
11 forth in the Settlement Agreement remains fair, reasonable and adequate and is in the best
12 interests of the Class Members.

13 10. As of August 11, 2025, the total number of workweeks worked by Participating
14 Class Members during the Class Period is 13,708.00. The Agreement's escalator clause had been
15 triggered due to an increase in workweeks during the Class Period beyond the threshold provided
16 for in Paragraph 49(a) of the Agreement. The 34.60% increase in workweeks beyond the
17 threshold identified in Paragraph 49(a) led to a 19.60% increase (34.60% - 15% grace margin) to
18 the Gross Settlement Amount, equaling \$57,820.00. The new Gross Settlement Amount is
19 \$352,820.00. *See also* Shim Declaration at paragraph 13.

20 11. Even without the presumption of fairness and reasonableness, the settlement is
21 within the range of reasonableness as thoroughly discussed in detail in the motion for preliminary
22 approval, and as considered by the Court in granting preliminary approval.

23 12. The settlement negotiations were hard-fought and conducted in good faith and at
24 arm's length between attorneys with substantial experience litigating class action and wage-and-
25 hour cases. The settlement was the product of a non-collusive settlement process. The final
26 settlement amount was reached as a result of reasonable compromises in light of these
27 considerations. The Parties entered into a long form Settlement Agreement which is now
28 presented for Court approval.

1 13. From Class Counsel's review of the facts, strengths, and weaknesses of the case,
2 the risks and delays posed by further litigation, and Class Counsel's own prior litigation
3 experience, Class Counsel believe that the recovery for each Settlement Class Member is fair and
4 reasonable taking into consideration the amounts received in other wage and hour class actions,
5 the risks inherent in litigation of this genre, and the reasonable.

6 14. Accounting for the risks of continued litigation and impediments to discovery,
7 Plaintiff determined that a settlement amounting to \$295,000.00 was fair and reasonable and the
8 court preliminarily agreed, along with the escalator clause in the settlement agreement that was
9 triggered, bringing the new GSA to \$352,820.00.

10 **The Claims**

11 15. The GSA is well within the acceptable range of reasonableness for the claims
12 of the Settlement Class Members. After analysis and review of Defendants' time and pay record
13 production and other payroll data, Class counsel estimates the overall value of the class claims
14 between \$1,696,866 on the high side to \$1,048,886 on the low side depending on whether
15 Plaintiff prevails at the class certification stage and at trial and survive any appeals and win on all
16 claims and be awarded maximum damages for call class members and certain assumptions and
17 extrapolations were confirmed with further discovery. This amount could realistically be reduced
18 further to account for the risks of continued litigation and not prevailing on one or more claims
19 and the Court not awarding penalties based upon Defendants' good faith arguments.

20 16. The data revealed an estimated 10,184 workweeks during the class period and
21 approximately 5,861 pay periods during the PAGA Period. The meal period claim was valued at
22 approximately between \$163,279 to \$648,386 based upon an hourly rate of approximately \$27.35
23 and approximately 5,970 late meal periods, 1,698 shifts with no record of a meal break and
24 approximately 22,192 meals recorded at exactly 30 minutes in length. As a result of the
25 apparently complaint rest break policy, the rest break claim was valued at approximate 10% of the
26 meal break claim resulting in a value of anywhere between approximately \$16,327 and \$64,838.
27 The failure to pay wages for off-the-clock work at 5 to 10 minutes per shift was valued at
28 approximately \$2.27 X 50,179 possible shifts results in approximately \$114,361 to \$228,723 in

1 possible unpaid wages. The value of the unpaid overtime wages due to an inaccurate regular rate
2 was valued at \$8,443. The unpaid sick time at the regular rate was valued at \$1,449. Defendants
3 also potentially owe class members \$191,977 in waiting time penalties (for a total of 23 termed
4 employees). The value of the LC 226 claim was valued at \$260,000.00 for approximately 65
5 employees in the statutory period. Defendants also potentially owe class members \$293,050 in
6 PAGA penalties (5,861 pay periods x reasonable \$50 penalty). As a result, the GSA of
7 \$295,000.00 represents a reasonable recovery and approximately 17% to 30% of the overall
8 potential value. This recovery could easily be much higher if at trial PAGA penalties were
9 reduced or damages for certain pay periods or workweeks could not be proven for certain
10 individuals. For instance, the penalties account for almost 50% or \$745,027 of the overall
11 possible recovery. This could potentially be reduced by a trier of fact for good faith arguments. As
12 a result, the proposed GSA is within the “ballpark of reasonableness” and should be approved.
13 Counsel for Plaintiff believe that this is a fair and reasonable Settlement in light of the
14 complexities of the case, the state of the law and uncertainties of class certification and litigation,
15 the policies and practices Defendants has had in place or implemented during the purported
16 liability period, and the benefit to be recovered for the Class. Given the risks inherent in litigation,
17 this settlement is fair, adequate, and reasonable and is in the best interests of the Settlement Class,
18 and should be preliminarily approved.

19 17. The Net Settlement Amount available to Participating Class Members is estimated
20 to be \$175,475.25 and was calculated by subtracting the requested attorneys’ fees (\$117,606.67),
21 the amount requested for litigation costs and expenses (\$21,288.08), the requested Service Award
22 (\$5,000.00), the requested Settlement Administration Costs (\$3,450.00), and the PAGA Penalties
23 (\$30,000.00) from the Gross Settlement Amount (\$352,820.00).

24 18. The highest Individual Settlement Amount to a Participating Class Member is
25 currently estimated to be approximately \$3,942.69 the average Individual Settlement Amount is
26 currently estimated to be approximately \$1,886.83, and the lowest Individual Settlement Amount
27 is currently estimated to be approximately \$12.80. These amounts are subject to employee-side tax
28 and withholdings.

1 19. Pursuant to the Agreement, 25% of the PAGA Penalties (\$7,500.00) will be
2 allocated to Aggrieved Employees regardless of whether they opt out of the class settlement.
3 Aggrieved Employees cannot opt out of the PAGA settlement. There are 84 Aggrieved Employees
4 who worked a total of 10,768.00 pay periods during the PAGA Period.

5 20. The highest individual PAGA payment to an Aggrieved Employee is approximately
6 \$165.07, the average individual PAGA payment to an Aggrieved Employee is approximately
7 \$128.19, and the lowest individual PAGA payment to an Aggrieved Employee is approximately
8 \$0.70.

9 21. To the extent any amount for Attorneys' Fees, Costs, Claims Administration Costs or
10 Incentives are not awarded, the difference in those amounts will be added to the NSA. This is a
11 guaranteed amount of money paid to Settlement Class Members now, rather than the continued
12 risk of further litigation and receiving no money sometime in the far future and after trial and
13 appeals.

14 22. I believe that the consideration and terms set forth in the Settlement Agreement is
15 fair, reasonable, and adequate and are in the best interests of the Settlement Class in light of all
16 known facts and circumstances, including the various defenses asserted by Defendants, and
17 numerous potential appellate issues. In addition, the prospect of a potential adverse summary
18 judgment ruling, as well as the uncertainty of class certification, the difficulties of complex
19 litigation, the lengthy process of establishing specific damages and various possible delays and
20 appeals, were also carefully considered in agreeing to the proposed Settlement.

21 23. Further, beyond the risk of an adverse ruling on the merits or certification, Class
22 Counsel considered the fact that continued litigation would likely take years and would be
23 extremely expensive given the breadth and complexity of the claims. In this case, post-trial and
24 appellate proceedings are likely to occur, which will surely drag the case far into the future even
25 with a positive trial result. When facing a distant and unsure resolution of the allegations in this
26 action, the swift, sure and substantial Settlement is all the more reasonable. Avoiding such costly
27 litigation in favor of more immediate benefits to the Class was a consideration favoring settlement.
28 Given these realities, it is highly likely that the future expense of this litigation, and its likely

1 duration if the settlement is not approved, would be significant and weigh heavily in favor of
2 approval of this settlement.

3 24. Given the risks inherent in litigation, this settlement is fair, adequate, and
4 reasonable and is in the best interests of the Settlement Class, and should be finally approved.

5 **Experience of Class Counsel**

6 25. My practice is limited exclusively to litigation, focusing on the representation of
7 employees in wage and hour and consumer class action matters. I have a great deal of experience
8 in wage and hour class action litigation. I have obtained certification of several classes, I have
9 been approved as class counsel in many other wage/hour class actions, and I am currently
10 litigating numerous others. Although not an all-inclusive list, over the years I have prosecuted the
11 following class action matters as lead and/or co-lead counsel, all of which implicated similar law
12 and facts to those associated with this action:

- 13 ○ *Mojica v. Compass Group, Inc., et. al.* USDC Central District, Case No. 8:13-cv-
14 01754.
- 15 ○ *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No. CV-08-04554.
- 16 ○ *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
- 17 ○ *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case No.
18 SACV08-00412.
- 19 ○ *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles County
20 Superior Court, Case No. BC393709.
- 21 ○ *Gonzalez v. Superior Industries International, Inc., et al.*, Los Angeles County
22 Superior Court, Case No. BC 357912.
- 23 ○ *Acosta v. Fleetwood Travel Trailers of California, Inc., et al.*, Riverside County
24 Superior Court, Case No. RIC 440630.
- 25 ○ *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293.
- 26 ○ *Padron v. Universal Protection Service, et al*, Orange County Superior Court, Case
27 No. 05CC00013.

- ***Martinez v. Securitas Security Services USA, et al.***, Santa Clara Superior Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460.
- ***Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.***, Riverside Superior Court, Case No. RIC 420909.
- ***Ruiz, et al. v. Unisource Worldwide, Inc., et al.***, USDC, CENTRAL DISTRICT, Case No. CV09-05848.
- ***Herrador v. Culligan International Company, et al.***, USDC, CENTRAL DISTRICT, Case No. SACV 08-680.
- ***Defries v. Domain Restaurants, et al.***, Orange County Superior Court, Case No. 05CC00128.
- ***Denton v. BLB Enterprises, Inc., et al.***, Orange County Superior Court, Case No. 07CC01292.
- ***Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.***, Los Angeles Superior Court, Case No. BC411477.
- ***McMurray v. Dave and Busters, Inc., et al.***, Orange County Superior Court, Case No. 06CC00099.
- ***Osuna v. DFG Restaurants, Inc., et al.***, Los Angeles Superior Court, Case No. BC 330145.
- ***Burns v. Gymboree Operations, Inc., et al.***, San Francisco Superior Court, Case No. CGC-07-461612.
- ***Willems v. Diedrich Coffee, Inc., et al.***, Orange County Superior Court, Case No. 07CC00015.
- ***Davila, et al. v. Beckman Coulter, Inc., et al.***, Orange County Superior Court, Case No. 07CC01347.
- ***Perez v. Naked Juice Company of Glendora, Inc.***, Los Angeles Superior Court, Case No. BC387088.
- ***Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour Cases***, Los Angeles Superior Court, Case No. JCCP 4545.

- 1 ○ ***Placencia v. Amcor Packaging Distribution, Inc.***, Orange County Superior Court,
2 Case No. 30-2013-00694012-CU-OE-CXC.
- 3 ○ ***Trani v. Lisi Aerospace, et al.***, Los Angeles Superior Court, Case No. BC495527.
- 4 ○ ***Galvan v. Goodwin Co.***, Orange County Superior Court, Case No. 30-2013-
5 00637062-CU-OE-CXC.
- 6 ○ ***Reyes v. Bristol Fiberlite***, Orange County Superior Court, Case No. 30-2013-
7 00653425-CU-OE-CXC.
- 8 ○ ***Gutierrez v. HMT Tank, USDC Central Dist.***, Case No. CV14-1967-CAS(MAN)
- 9 ○ ***Williams v. Il Fornaio America Corp.***, Sacramento County, Case No. 34-2011-
10 0009616.
- 11 ○ ***Aguilar v. 7-Eleven, Inc.***, Orange County, Case No. 30-2009-002687141-CU-OE-
12 CXC.
- 13 ○ ***Madrigal v. Huntington Beach Market Broiler, Inc.***, Orange County, Case No. 30-
14 2012-00611260.
- 15 ○ ***Vang v. Jazz Semiconductor, Inc.***, Orange County, Case no. 30-2011-00460278.
- 16 ○ ***Vigueras v. Red Robin International, Inc.***, USDC Central Dist. Case No. *SACV 17-*
17 *1422 JVS (DFMx)*;
- 18 ○ ***Smith v. Space Exploration Technologies Corp.***, Los Angeles Superior Court, Case
19 No. *BC55429*;
- 20 ○ ***Cano v. Financial Statement Services, Inc.***, Orange County Superior Court, Case No.
21 30-2013-00653349-CU-OE-CXC;
- 22 ○ ***Mendez v. Liberty Glass Fabricators, Inc.***, Riverside County Superior Court Case
23 No. *RIC1800119*;
- 24 ○ ***Attia v. Neiman Marcus Group, Inc.***, United States District Court for the Central
25 District of California Case No. *8:16-cv-001504-DOC-FFM*;
- 26 ○ ***O'Brien, et al. v. Cerida Investment Corp.***, Santa Clara Superior Court Case No.
27 *21CV384527*;
- 28 ○ ***Gonzalez v. Quality Aluminum Forge, LLC***, Orange County Superior Court Case No.

30-2015-00817941;

- *Shay v. Apple, Inc.*, United States District Court for the Southern District of California Case No. 3:20-cv-1629-JO-BLM;
- *Milligan v. CWI, Inc.*, San Bernardino Superior Court Case No. CIVDS 2013999;
- *Aguilar v. LDI Mechanical, Inc.*, Riverside County Case No. RIC1610019;
- *Abron v. University Healthcare Alliance*, Alameda County Superior Court Case No. RG20066438;
- *Benson v. F21 Opco, LLC*, San Diego Superior Court Case No. 37-2021,00024619-CU-OE-CTL;
- *Allen v. Creative Stone Mfg., Inc.*, San Bernardino County Superior Court Case No. CIVSB2201498;
- *Santamaria v. Bright Horizons Children's Center*, San Bernardino County Superior Court Case No. CIVSB2210140;
- *Yniguez v. Airgas USA, LLC*, Los Angeles County Superior Court Case No. 20STCV18190;
- *Cervantez v. Genuine Parts Company*, Los Angeles County Superior Court Case No. 22STCV00981;
- *Robles v. Jetro Holdings, LLC*, San Diego Superior Court Case No. 37-2021-00015414-CU-OE-CTL;
- *Hernandez v. Euromarket Designs, Inc.*, Santa Clara County Superior Court Case No. 20CV3770922;
- *Ayala v. Veg-Land, et al.*, Orange County Superior Court Case No. 30-2014-00738775-CU-OE-CXC;
- *Puente v. Sully-Miller Contracting Co.*, Orange County Superior Court Case No. 30-2015-00792088-CU-OE-CXC;
- *Garcia v. Revolution Foods, Inc.*, Los Angeles Superior Court Case No. BC579142;
- *Attaway, et al. v. Alliance Residential, LLC*, Santa Clara County Superior Court Case No. 20CV365134;

- ***Bowman v. Delta Dental of California***, Alameda County Superior Court Case No. RG21108230;
- ***Hernandez v. Burrtec Waste & Recycling Services, LLC***, United States District Court for the Central District of California Case No. 5:21-CV-001490-JWH-SP;
- ***Grant v. T-Mobile USA, Inc.***, United States District Court for the Central District of California Case No. 2:21-CV-02268;
- ***Dawson v. Wonderful Pistachios and Almonds, LLC***, Kern County Superior Court Case No. BCV-17-100848;
- ***Hamilton, et al. v. Michael Kors Stores (California), Inc.***, Los Angeles County Superior Court Case NO. 19STCV37061;
- ***Ross v. Stater Bros.***, San Bernardino Superior Court Case No. CIVDS1902518;
- ***Walker v. Barrett Business Services, Inc., et al.***, Los Angeles County Superior Court Case No. 20STCV39172;
- ***Benitez, et al. v. Medtronic, Inc., et al.***, Orange County Superior Court Case No. 30-2019-01069185-CU-OE-CXC;
- ***Montgomery v. Copart, Inc.***, Sacramento County Superior Court Case No. 34-2020-00280733-CU-OE-GDS;
- ***Vizcarra-McNamee v. Nordstrom, Inc.***, Orange County Superior Court Case No. 30-2020-01141916-CU-OE-CXC;
- ***Ayers v. Cherry Hill Programs, Inc.***, Fresno County Superior Court Case No. 20CECG00821;
- ***Sleeper v. Boot Barn, Inc.***, Sacramento County Superior Court Case No. 34-2019-00272000-CU-OE-GDS;
- ***Pulido-Dias v. Dirt Cheap, Inc.***, San Bernardino County Superior Court Case No. CIVDS1719694;
- ***Villanueva v. Nordstrom, Inc.***, San Bernardino County Superior Court Case No. CIVDS1918706;

- *Bryson v. Madame Tussauds, et al.*, Los Angeles County Superior Court Case No. 19STCV33514
- *Hightower v. Levy Premium, et al.*, Santa Clara County Superior Court Case No. 19CV359262;
- *Marquez v. Maxim Crane Works, L.P., et al*, Los Angeles County Superior Court Case No. 19STCV39548;
- *Rovira v. Silverado Senior Living Management, Inc.*, Orange County Superior Court Case No. 30-2020-01136565-CU-OE-CXC;
- *Hallum, et al. v. FCA US, LLC*, San Bernardino County Case No. CIVDS1936782;
- *Martinez v. Placer Title Co., et al.*, Kern County Case No. BCV-19-103486;
- *Torres v. Van Law Food Products, Inc.*, Orange County Case No. 37-2017-00946312-CU-OE-CXC;
- *Holmes v. Pet Food Express, LLC*, Alameda County Case No. 22CV014140;
- *Ventura v. Conduent Commercial Solutions, LLC*, Kern County Case No. BCV-22-102043;
- *Ramirez v. CSI Electrical Contractors, Inc.*, Fresno County Superior Court Case No. 18CECG04150;
- *Magana v. Eibach Springs, Inc.*, Riverside County Superior Court Case No. RIC1708917;
- *Knox v. Express Messenger Systems, Inc.*, San Bernardino County Superior Court Case No. CIVDS1932323;
- *Corona, et al. v. G&M Oil Company, Inc.*, Los Angeles County Superior Court Case No. BC640876
- *Aguilar v. Peach Home Services, Inc., et al.*, Riverside County Superior Court Case No. RIC1823057;
- *Wilson v. M.C. LLC*, Orange County Superior Court Case No. 30-2019-01103382-CU-OE-CXC.

- *Nunez v. Nevell Group, Inc.*, Orange County Superior Court Case No. 30-2015-00783269.
- *Bendorf, et al. v. Sea World LLC, et al.*, San Diego Superior Court Case No. 37-2021-00034922-CU-OE-CTL;
- *DeMartini, et al. v. Safelite Fulfillment, Inc.*, Marin County Case No. CIV20002076;
- *Ayala, et al., v. Macy's West Stores, Inc.*, Los Angeles County Case No. 20STCV34182;
- *Wallen, et al. v. United Rentals (North America), Inc., et al.*, Stanislaus County Case No. CV-22-000399;
- *Granados v. Hyatt Corporation*, United States District Court for the Southern District of California Case No. 3:23-cv-01001-H-VET;
- *Vigil v. Hyatt Corporation*, United States District Court for the Northern District of California Case No. 4:22-cv-00693;
- *Garcia v. U.S. Best Ingredients, Inc.*, Los Angeles Superior Court Case No. 21TRCV00813.

Reasonableness of Attorneys' Fees

26. Here, the Parties' agreement to pay Class Counsel Fees of \$117,606.67 (33.33% of the GSA) is reasonable. My firm has been the only counsel to represent Plaintiff and the Settlement Class in this matter, and we have borne the entire risk and cost of this litigation on a pure contingency fee basis. The legal issues raised drew significantly upon my experience and the extensive review and analysis of documents and information by me and others at my firm. In a complex action such as this, the proposed attorneys' fees are, at the very least, on the low side of the market rate for contingency fees.

27. Here, Class Counsel has spent approximately 191.10 hours litigating this matter and finalizing the Settlement for a combined lodestar value of approximately \$143,968.00. Attorney Gregory Mauro spent 72.30 hours on this litigating this case at a rate of \$850 per hour, Attorney James Hawkins spent 60.30 hours litigating this matter at a rate of \$1,050 per hour,

1 Attorney Ava Issary spent 22.60 hours litigating this matter at a rate of \$500 per hour, and
2 Paralegal Melissa Whitson spent 35.90 hours on this case at a rate of \$220 per hour. In total, the
3 team devoted 191.10 billable hours to this matter.

4 In light of the facts and circumstances of this matter, as well as the results that Class
5 Counsel have achieved, Class Counsel have spent a reasonable number of hours performing work
6 on this matter. In addition, Class Counsel will continue to perform work on this matter through
7 the date of final approval and in connection with the implementation of the Settlement. No
8 multiplier is requested here because the lodestar exceeds the requested amount in fees.

9 28. In addition to the requested attorneys' fees, our office has expended a total of
10 \$21,288.08 in costs in prosecuting this action. These costs have been necessary costs associated
11 with prosecution of this important matter. Counsel for Plaintiff respectfully requests the Court
12 grant the request to have these costs repaid from the Settlement. Attached as **Exhibit C** is a true
13 and correct copy of Class Counsel James Hawkins costs bill.

14 29. Despite the complexity of the case, Class Counsel has, through the investment of
15 substantial effort and the resources of my law firm been able to secure an outstanding settlement
16 on behalf of the Settlement Class. Plaintiff would have faced substantial legal and factual
17 obstacles in demonstrating that class certification was appropriate. Plaintiff would also have been
18 required to establish a significant amount of witness testimony, pattern and practice evidence,
19 statistical evidence, sampling evidence, expert testimony, and other evidence in order to present
20 their case both at the class certification stage and trial. Defendants has vigorously contested
21 liability, the amount of claimed damages, and the propriety of class certification, and would have
22 continued to do so through trial. Accordingly, I believe the Settlement to be fair, reasonable, and
23 adequate and in the best interests of the Settlement Class. The fairness and adequacy of the
24 Settlement is confirmed by all known facts and circumstances, including the risk of significant
25 delay and uncertainty associated with litigation, the various defenses asserted by Defendants, and
26 numerous potential appellate issues.

27 **Reasonableness of the Service Award**

28 30. The parties request payment of a Service Award from the Gross Settlement

1 Amount to the Class Representative in the amount of \$5,000.00 in addition to the payment he is
2 otherwise entitled to receive as a Class Member. The proposed Service Award is reasonable
3 compensation given the time and effort that the named Plaintiff devoted to this case; the valuable
4 assistance they provided to Class Counsel; and the fact that they entered into a general release of
5 claims that is broader than the release of the Class.

6 31. Plaintiff provided invaluable assistance to Class Counsel and the Class in this case,
7 including providing factual background for the Class Complaint; reviewing the relevant
8 documents, and Complaint; participating in phone calls with their lawyers to discuss litigation and
9 settlement strategy; and reviewing the settlement documents. Plaintiff agreed to participate in this
10 case with no guarantee of personal benefit. Attached hereto as **Exhibit D** is a true and correct copy
11 of the declaration of Plaintiff McCann.

12 I declare under penalty of perjury that the foregoing is true and correct. Executed on
13 August 12, 2025 at Irvine, California.

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Exhibit A

10B
3/12

MAR 12 2025

Filed
STEPHANIE BOHRER, CLERK

By [Signature]
DEPUTY

1 JAMES HAWKINS APLC
2 James R. Hawkins (#192925)
3 Gregory Mauro (#222239)
4 Michael Calvo (#314986)
5 Lauren Falk (#316893)
6 Ava Issary (#342252)
7 9880 Research Drive, Suite 200
8 Irvine, CA 92618
9 Tel.: (949) 387-7200
10 Fax: (949) 387-6676
11 Email: James@jameshawkinsaplc.com
12 Email: Greg@jameshawkinsaplc.com
13 Email: Michael@jameshawkinsaplc.com
14 Email: Lauren@jameshawkinsaplc.com
15 Email: Ava@jameshawkinsaplc.com

16 Attorneys for Plaintiff MICHAEL GEORGE MCCANN,
17 individually and on behalf of all others similarly situated

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF SAN JOAQUIN**

20 MICHAEL GEORGE MCCANN, individually
21 and on behalf of himself and all others
22 similarly situated,

23 Plaintiff,

24 v.

25 REPUBLIC SERVICES, INC., a Delaware
26 Corporation; DELTA CONTAINER
27 CORPORATION, a California Corporation;
28 and DOES 1-50, inclusive,

Defendants.

Case No. STK-CV-UOE-2021-8294

ASSIGNED FOR ALL PURPOSES TO:
Honorable Blanca A. Banuelos, Dept. 10B

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

ORDER

JAN 06 2025

1 This matter came on for hearing in Department 10B of the above-captioned court on the
2 Motion for Preliminary Approval of Class Action Settlement, upon the terms and conditions set
3 forth in the Class Action And Paga Settlement Agreement And Release Of Claims (hereinafter
4 "Settlement Agreement").

5 The Court, having fully reviewed the Motion for Preliminary Approval of Class Action
6 Settlement, the Memorandum of Points and Authorities and Declarations filed in support thereof,
7 the Settlement Agreement, including the proposed Class Notice, and in recognition of the Court's
8 duty to make a preliminary determination as to the reasonableness of any proposed class action
9 settlement, and if preliminarily determined to be reasonable, to ensure proper notice is provided to
10 Settlement Class Members in accordance with due process requirements, and to set a Final Approval
11 Hearing to consider the proposed Settlement Agreement as to the good faith, fairness, adequacy and
12 reasonableness of any proposed settlement, and having heard the argument of Counsel for the
13 respective parties, the Court **HEREBY MAKES THE FOLLOWING DETERMINATIONS**
14 **AND ORDERS:**

15 It appears to the Court on a preliminary basis that the Gross Settlement Amount ("GSA") is
16 fair and reasonable to the Class Members when balanced against the probable outcome of further
17 litigation relating to class certification, the liability and damages issues involved, and the potential
18 for appeals. It further appears that sufficient investigation, research, and litigation has been
19 conducted such that counsel for the Parties at this time is able to reasonably evaluate their respective
20 positions. It further appears that the Settlement at this time will avoid substantial costs, delay and
21 risks that would be presented by the further prosecution of the litigation. It further appears that the
22 proposed Settlement has been reached as the result of intensive, serious and non-collusive
23 negotiations between the Parties. **ACCORDINGLY, GOOD CAUSE APPEARING, THE**
24 **MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT IS HEREBY**
25 **GRANTED, AND AS A PART OF SAID PRELIMINARY APPROVAL, THE COURT HEREBY**
26 **ORDERS THAT THE SETTLEMENT CLASS BE CONDITIONALLY CERTIFIED FOR**
27 **SETTLEMENT PURPOSES ONLY, AND THAT JAMES HAWKINS, APLC BE**
28

1 CONDITIONALLY AND PRELIMINARILY APPOINTED CLASS COUNSEL. MORE
2 SPECIFICALLY, THE COURT FINDS AS FOLLOWS:

3 This Order incorporates by reference all definitions in the Parties' Settlement Agreement in
4 the action entitled *MICHAEL GEORGE MCCANN, et al. v. REPUBLIC SERVICES, INC., et al.*,
5 San Joaquin County Superior Court No. STK-CV-UOE-2021-8294 (the "Lawsuit") and all terms
6 used herein shall have the same meanings as set forth in the Settlement Agreement.

7 The Court preliminarily approves the Settlement as set forth in the Settlement Agreement on
8 the basis that the Settlement between Plaintiff and Defendant appear to be within the range of
9 reasonableness of a settlement which could ultimately be given final approval by this Court. The
10 Court preliminarily finds that the terms of the Settlement are fair, reasonable, and adequate, pursuant
11 to Section 382 of the California Code of Civil Procedure.

12 The Court notes that Defendants have agreed to a non-reversionary GSA of \$295,000.00.
13 The GSA includes without limitation any and all payments Defendant may be responsible for under
14 the Settlement, including any Attorney's Fees and Costs Award, Service Payment, the Class
15 Member Payments, the PAGA Payments (which includes payment to the LWDA), Settlement
16 Administration Costs, and all payroll taxes (excluding employer-side payroll taxes) due and owing
17 as a result of the Settlement.

18 The Court finds the requirements of Code of Civil Procedure 382 are satisfied for purposes
19 of settlement and conditionally certifies the Settlement Class for settlement purposes, with Plaintiff
20 acting as the Class Representative.

21 The Court hereby appoints, for settlement purposes, Plaintiff MICHAEL GEORGE
22 MCCANN as the Class Representative and finds Plaintiff is an adequate representative for the
23 Settlement Class for settlement purposes. The Court further finds that James Hawkins APLC has
24 preliminarily established adequacy to be appointed as Class Counsel and appoints them as Class
25 Counsel.

26 The Class as identified in the Settlement Agreement is provisionally certified by this Order.

27 The Court finds that the proposed manner of class notice is adequate.

28 The Court approves APEX Class Administration, to serve as the Settlement Administrator.

1 The Court further hereby approves, as to form and content, the proposed Notice of Class
2 Action Settlement and Orders the notice to be mailed to the Settlement Class.

3 The Court finds that the Notice of Class Action Settlement constitutes the best notice
4 practicable under the circumstances, is in full compliance with the laws of the State of California
5 and, to the extent applicable, the United States Constitution and the requirements of due process.
6 The Court further finds that the Class Notice fully and accurately informs Settlement Class Members
7 of all material elements of the proposed Settlement, of each Settlement Class Member's right to be
8 excluded from the Settlement Class, and each Settlement Class Member's right and opportunity to
9 object to the proposed Settlement. The Notice of Class Action Settlement adequately advises the
10 Class about: the Class Action; the terms of the proposed Settlement and the benefits available to
11 each Settlement Class Member; each Settlement Class Member's right to participate, submit an
12 exclusion/Opt-Out, or Objection to the proposed Settlement, and the timing and procedures for
13 doing so; the temporary and conditional certification of the Settlement Class for settlement purposes
14 only; preliminary Court approval of the proposed Settlement; timing and procedures for distributing
15 the Gross Settlement and the Individual Settlement Payments to the Participating Class Members;
16 and the date of the Final Approval Hearing as well as the rights of the Settlement Class to file
17 documentation in support of or in opposition to and appear in connection with said hearing.

18 ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY APPROVES
19 THE PROPOSED CLASS NOTICE PACKET TO THE CLASS AND FINDS that mailing to the
20 last known address of the Settlement Class, as specifically described within the Settlement
21 Agreement, constitutes an effective method of notifying Settlement Class Members of their rights
22 with respect to the proposed Settlement. ACCORDINGLY, IT IS HEREBY ORDERED that:

23 Within fourteen (14) business days after entry of the Preliminary Approval Order,
24 Defendants shall provide the Class Data to the Settlement Administrator. The Settlement
25 Administrator will run a check of the Class Members' addresses against those on file with the U.S.
26 Postal Service's National Change of Address Database. The Class Data provided to the Settlement
27 Administrator will remain confidential, shall be used solely to administer the Settlement, and it
28 will not be used or disclosed to anyone (including Class Counsel), except as required by

1 applicable tax authorities, pursuant to Defendants' express written consent, or by order of the
2 Court. Although Class Counsel will not be provided with the list of Class Data, nothing herein
3 shall prevent Class Counsel from communicating with Class Members regarding the Action and
4 settlement.

5 IT IS FURTHER ORDERED The Notice, as approved by the Court, shall be sent by the
6 Settlement Administrator to the Settlement Class Members, by first class mail, in English, within
7 ten (10) calendar days following the Settlement Administrator's receipt of the Class Data. The
8 Settlement Administrator shall use standard devices, including a skip trace, to obtain forwarding
9 addresses of Settlement Class Members if any envelopes are returned.

10 IT IS FURTHER ORDERED that The Settlement Administrator will take steps to ensure
11 that the Notice is received by all Settlement Class Members, including utilization of the National
12 Change of Address Database maintained by the United States Postal Service to review the
13 accuracy of and, if possible, update a mailing address. Notices of Settlement will be re-mailed to
14 any Settlement Class Member for whom an updated address is located within ten (10) calendar
15 days following both the Settlement Administrator learning of the failed mailing and its receipt of
16 the updated address. The re-mailed Notice shall be identical to the original Notice, except that it
17 shall notify the Settlement Class Member that the exclusion (opt-out) request or objection must be
18 returned by the later of the Notice Response Deadline or fifteen (15) calendar days after the
19 remailing of the Notice.

20 IT IS FURTHER ORDERED Class Members are deemed to participate in the Settlement,
21 unless they timely opt-out, and Aggrieved Employees may not optout of the PAGA Released
22 Claims. The Notice will inform Class Members of his/her estimated Individual Settlement Payment
23 and the number of Weeks Worked during the Class Period and Pay Periods Worked during the
24 PAGA Period. Class Members may dispute their Weeks Worked and/or Pay Periods Worked if they
25 feel they should be credited with more than represented on the Notice by timely submitting evidence
26 to the Settlement Administrator. Defendants' records will be presumed determinative absent reliable
27 evidence to rebut Defendants' records, but the Settlement Administrator will evaluate the evidence
28 submitted by the Class Member and provide the evidence submitted to Class Counsel and Defense

1 Counsel who agree to meet and confer in good faith about the evidence to determine the Class
2 Member's actual number of Weeks Worked and estimated Individual Settlement Payment. If Class
3 Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the Settlement
4 Administrator to render a final decision. Class Members will have until the Notice Response
5 Deadline to dispute Weeks Worked and/or Pay Periods Worked, object or opt-out, unless extended
6 by the Court. In the event that the Settlement Administrator increases the number of Weeks Worked
7 and/or Pay Periods Worked for any Settlement Class Member, then the Settlement Administrator
8 will recalculate the Participating Class Members' Individual Settlement Payments; accordingly, in
9 no event will Defendants be required to increase the Gross Settlement Amount.

10 IT IS FURTHER ORDERED The Settlement Administrator shall provide counsel for the
11 Parties, at least twenty-five (25) calendar days prior to the Final Approval Hearing, a declaration of
12 due diligence and proof of mailing with regard to the mailing of the Notices of Settlement.

13 IT IS FURTHER ORDERED Any
14 Settlement Class Member, other than Plaintiff, may request to be excluded from the
15 Settlement Class by submitting a "Request for Exclusion" to the Settlement Administrator,
16 postmarked on or before the Notice Response Deadline. The Request for Exclusion should state:

17 "I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE
18 MICHAEL GEORGE MCCANN V. REPUBLIC SERVICES, INC. ET AL.
19 LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE
20 SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE
21 CLASS ACTION PORTION OF THIS LAWSUIT."

22 To be valid, any Request for Exclusion must include the full name, address, telephone
23 number, last four digits of the social security number or date of birth, and signature of the
24 Settlement Class Member requesting exclusion. The Request for Exclusion must be returned by
25 mail to the Settlement Administrator at the specified address set forth in the Notice. Any such
26 Request must be made in accordance with the terms set forth in the Notice. A Request for
27 Exclusion will be timely only if postmarked by the Notice Response Deadline, unless the Parties
28 otherwise agree in writing. Any Settlement Class Member who timely requests exclusion in

1 compliance with these requirements: (i) will not have any rights under this Settlement Agreement
2 with respect to the Released Class Claims, including the right to object, appeal, or comment on the
3 Settlement; (ii) will not be entitled to receive any payments under this Settlement Agreement for
4 the Released Class Claims; and (iii) will not be bound by this Settlement Agreement, or the
5 judgment, with respect to the Released Class Claims. Any Aggrieved Employee who requests
6 timely exclusion will still be subject to the PAGA Released Claims to the fullest extent permitted
7 by law and shall be sent his or her share of PAGA Penalties.

8 IT IS FURTHER ORDERED Any Settlement Class Member, other than Plaintiff, may
9 object to the terms of this Settlement Agreement, except as to the PAGA Released Claims. To
10 object, a Settlement Class Member shall do one of the following: (1) inform the Settlement
11 Administrator, in writing, of his or her objection which must be postmarked by the Notice
12 Response Deadline at the address set forth in the Notice. Such objection shall include the
13 objecting Settlement Class Member's full name, address, telephone number, last four digits of the
14 social security number or date of birth, signature, and dates of employment, in addition to the case
15 name and number, the basis for the objection, including any legal support and each specific reason
16 in support of the objection, as well as any documentation or evidence in support thereof, and, if
17 the Objecting Settlement Class Member is represented by counsel, the name and address of his or
18 her counsel. The Settlement Administrator shall provide objections, if any, to Class Counsel and
19 Defense Counsel within three (3) calendar days of receipt, and the Settlement Administrator shall
20 attach the same to its declaration of due diligence and file with the Court prior to the Final
21 Approval Hearing; or (2) appear at the final approval hearing to state his or her objection and
22 provide the basis for the objection, including any legal support and each specific reason in support
23 of the objection, as well as any documentation or evidence in support thereof. Any Participating
24 Class Member who files an objection remains eligible to receive monetary compensation from the
25 settlement. Plaintiff and Defendants shall not be responsible for any fees, costs, or expenses
26 incurred by any Class Member and/or his or her counsel related to any objections to the
27 settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather,
28 the right to appeal is preserved by becoming a party of record by timely and properly intervening

1 or filing a motion to vacate the judgment under California Code of Civil Procedure § 663.
2 Settlement Class Members and Aggrieved Employees may not object to or opt-out of the
3 Settlement with respect to the PAGA Released Claims.

4 IT IS FURTHER ORDERED that a Final Approval hearing shall be held on
5 September 11, 2025 at 9:00 AM before the Honorable Blanca A. Bañuelos in Department 10B.
6 At the Final Approval hearing, the Court will determine whether the Settlement should be finally
7 approved as fair, reasonable and adequate, and whether the terms of this Preliminary Approval Order
8 and any other applicable legal prerequisites to Judgment are satisfied. The Court will also determine
9 the amount properly payable for (i) Attorneys' Fees and Costs Award, (ii) Service Payment, (iii) the
10 Settlement Administration Costs, (iv) Class Member Payments; and (v) the PAGA Payments.

11 IT IS FURTHER ORDERED that all briefs and materials in support of an Order Granting
12 Final Approval and application for attorneys' fees and costs and class representative Enhancement
13 Award shall be filed with this Court No later than thirty (30) calendar days before the Final
14 Approval Hearing.

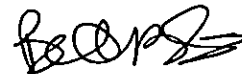
15 IT IS FURTHER ORDERED that, if for any reason the Court does not execute and file an
16 Order Granting Final Approval and Judgment, or if the Effective Date does not occur for any reason
17 whatsoever, the Settlement Agreement and the proposed Settlement which is the subject of this
18 Order and all evidence and proceedings had in connection therewith shall be without prejudice to
19 the status quo ante rights of the Parties to the litigation as more specifically set forth in the Settlement
20 Agreement.

21 IT IS FURTHER ORDERED that, pending further order of this Court, all proceedings in
22 this matter except those contemplated herein and in the Settlement Agreement are stayed.

23 The Court expressly reserves the right to adjourn or continue the Final Fairness Approval
24 Hearing from time to time without further notice to the Class.

25 IT IS SO ORDERED.

26
27 Dated: March 12, 2025



Honorable Blanca A. Bañuelos

JUDGE OF THE SUPERIOR COURT

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Exhibit B

Irene V. Fitzgerald, Bar No. 266949
ifitzgerald@littler.com
Julie R. Campos, Bar No. 314063
jcampos@littler.com
LITTLER MENDELSON P.C.
5200 North Palm Avenue
Suite 302
Fresno, California 93704.2225
Telephone: 559.244.7500
Fax No.: 559.244.7525

Attorneys for Defendants
REPUBLIC SERVICES, INC., AND DELTA
CONTAINER CORPORATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

MICHAEL GEORGE MCCANN, individually
and on behalf of himself and all others similarly
situated,

Plaintiff,

v.

REPUBLIC SERVICES, INC., a Delaware
Corporation; DELTA CONTAINER
CORPORATION, a California Corporation; and
DOES 1-50, inclusive,

Defendants.

Case No. STK-CV-UOE-2021-8294

CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS

This Class Action and PAGA Settlement Agreement and Release of Claims is entered into by and between Plaintiff MICHAEL GEORGE MCCANN (“Plaintiff”), individually and on behalf of all others similarly situated, and REPUBLIC SERVICES, INC. and DELTA CONTAINER CORPORATION’s (collectively, “Defendants”), and is approved by their respective counsels of record, subject to the terms and conditions hereof and the Court’s approval.

A. Definitions

As used herein, for the purposes of this Settlement Agreement only, the following terms shall be defined as set forth below:

1. “Action” or “Lawsuit” mean and refer to the case entitled *Michael George McCann v. Republic Services, Inc., et al.*, San Joaquin Superior Court, Case No. STK-CV-UOE-2021-8294.
2. “Settlement Agreement” means this Class Action and PAGA Settlement Agreement and Release of Claims.
3. “Aggrieved Employees” means all non-exempt employees who worked for Delta Container Corporation in California (the “Company”) at any time during the PAGA Period.
4. “Class Counsel” refers to James Hawkins APLC.
5. “Class Data” mean a complete list that Defendants will diligently and in good faith compile from its records and provide to the Settlement Administrator on spreadsheets and shall include the Settlement Class Members’ full names; last known addresses; Social Security Numbers; and either the total Pay Periods Worked during the PAGA Period for each Aggrieved Employee and the total Weeks Worked during the Class Period for each Settlement Class Member, or the start and end date of employment for each Aggrieved Employee and each Settlement Class Member.
6. “Class Period” is deemed to be any time during the period of April 10, 2019 through the Preliminary Approval Date.
7. “Class Representative” or “Plaintiff” means and refers to MICHAEL GEORGE MCCANN.
8. “Complaint” refers to the operative Complaint in the Action, alleging Class Claims and

representative PAGA Claims.

9. “Court” or “Judge” means the Superior Court of California, County of San Joaquin.

10. “Defendants” refers to Republic Services, Inc., and Delta Container Corporation

11. “Defendants’ Counsel” or “Defense Counsel” refers to Littler Mendelson, P.C.

12. “Effective Date” means the date when all of the following events have occurred (“Effective Date”): (i) this Settlement Agreement has been executed by Plaintiff and Defendants; (ii) the Court has given preliminary approval to the Settlement; (iii) the Notice has been sent to the Class Members, providing them the opportunity to object to the Settlement, and the opportunity to opt out of the Settlement; (iv) the Court has held a formal fairness hearing and entered the Court’s Final Order and Judgment; and (v) the later of the following events: (A) when the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; i.e., within 60 calendar days after entry of the Order and Judgment; (B) when any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (C) when any appeal, writ or other appellate proceeding has upheld the Court’s Final Order and Judgment with no right to pursue further remedies or relief.

13. “Final Approval” refers to the order of the Court granting final approval of this Settlement Agreement and entering a judgment approving this Settlement Agreement on substantially the terms provided herein or as the same may be modified by subsequent written agreement of the Parties.

14. “Final Settlement Class” means, collectively, all Participating Class Members who have not opted out of the Settlement Class by submitting timely, valid Requests for Exclusion.

15. “Gross Settlement Amount” shall have the meaning ascribed to it in Paragraph 49(a) below.

16. “Individual Settlement Payment(s)” shall have the meaning ascribed to it in Paragraph 49(c) below.

17. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 49(b) below.

18. “Notice” means the notice of class action and PAGA settlement that will be sent to the Settlement Class Members and Aggrieved Employees.

19. “Notice Response Deadline” is sixty (60) calendar days from the date the Notice is mailed to the Settlement Class Members and Aggrieved Employees.

20. “Objecting Settlement Class Member” means a Settlement Class Member, other than Plaintiff, who submits a valid and timely objection to the terms of this Settlement Agreement with respect to the Released Class Claims, pursuant to Paragraph 72(c) below.

21. “PAGA” means the California Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.*

22. “PAGA Penalties” means the total amount of civil penalties that the Parties have agreed will be paid from the Gross Settlement Amount to settle the PAGA Claims, allocated Twenty Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00) to the California Labor and Workforce Development Agency (“LWDA”) in accordance with PAGA, and Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for the individual PAGA payments to Aggrieved Employees, as set forth further below in Paragraph 49(h).

23. “PAGA Period” is deemed to be any time during the period of March 14, 2021, through the Preliminary Approval Date.

24. “PAGA Released Claims” by the Aggrieved Employees upon Final Approval of the settlement means the PAGA claims that Plaintiff alleged or could have alleged against the Released Parties, on behalf of the Aggrieved Employees and the State of California, based on the facts stated in the Complaint and in the relevant LWDA notice letter or that could have been asserted based on those facts, including all PAGA claims seeking civil penalties premised upon: 1) failure to pay wages including overtime; 2) failure to provide meal periods; 3) failure to provide rest periods; 4) failure to pay timely wages; 5) failure to provide accurate itemized wage statements; (6) unfair business

practices (California Business & Professions Code, § 17200 *et seq.*), and (7) and all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.* based on the facts or claims alleged in the LWDA Notice and the Complaint.

25. “Participating Class Member” means any and all Settlement Class Members who are deemed to participate, who will receive an Individual Settlement Payment, and who do not opt-out by submitting a timely, valid Request for Exclusion.

26. “Parties” mean Plaintiff and Defendants, collectively.

27. “Pay Period(s) Worked” means all pay periods during the PAGA Period in which an Aggrieved Employee was employed in California as a nonexempt employee and worked at least one pay period.

28. “Preliminary Approval Date” means the date the Court preliminarily approves this Settlement Agreement, and any exhibits thereto, and enters the Preliminary Approval Order.

29. “Preliminary Approval Order” means the judicial Order to be entered by the Court, upon the application or motion of the Plaintiff, preliminarily approving this settlement and providing for the issuance of the Notice to the Settlement Class and Aggrieved Employees, an opportunity for Settlement Class Members to opt-out of the Settlement, an opportunity to submit timely objections to the Settlement, and setting a hearing on the fairness of the terms of Settlement, including approval of attorneys’ fees and costs.

30. “QSF” means the Qualified Settlement Fund set up by the Settlement Administrator for the benefit of the Final Settlement Class and Aggrieved Employees, and from which the settlement payments shall be made, and which is intended to be a fund that qualifies under Internal Revenue Code Sec. 468.

31. “Released Class Claims” or “Class Claims” by the Participating Class Members upon Final Approval of the settlement will include the claims stated in the Complaint or those claims which could have been asserted in the Complaint based upon the facts in the Complaint, including: 1) failure to pay wages including overtime; 2) failure to provide meal periods; 3) failure to provide rest periods;

4) failure to pay timely wages; 5) failure to provide accurate itemized wage statements; (6) failure to pay all wages due upon termination of employment; (7) unfair business practices (California Business & Professions Code, § 17200 et seq.), and (8) and all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.* based on the facts or claims alleged in the LWDA Notice and the Complaint; and (9) all related claims for conversion, liquidated damages, punitive damages, penalties, statutory penalties based on the preceding released claims.

32. “Released Parties” means Defendants and their past and present officers, directors, shareholders, members, partners, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective parent corporations, subsidiaries, divisions, affiliates, attorneys, predecessors, successors and assigns.

33. “Release” shall mean (1) the release and discharge of the Released Class Claims by Plaintiff and all Participating Class Members, and (2) the release and discharge of the PAGA Released Claims by Plaintiff, the State of California, and all of the Aggrieved Employees. The *res judicata* effect of the judgment will be the same as that of the Release of the Released Class Claims and PAGA Released Claims.

34. “Request for Exclusion” means and refers to a valid and timely request for exclusion from the settlement of the Released Class Claims, which may be submitted by any Settlement Class Member, other than Plaintiff, pursuant to Paragraph 72(a) below.

35. “Service Payment” means, as set forth further in Paragraph 49(e) below, the amount approved by the Court to be paid from the Gross Settlement Amount to the Class Representative, Michael McCann, in addition to Michael McCann’s Individual Settlement Payment as a Participating Class Member and Aggrieved Employee.

36. “Settlement Administrator” means and refers to APEX Class Action Administration, the third-party class action settlement administrator agreed to by the Parties, that will provide the Notice to the Settlement Class and Aggrieved Employees and distribute the settlement amounts as described in this Settlement Agreement.

37. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this settlement, including, but not limited to, printing, distributing, and tracking documents for this settlement, tax reporting, and deposit of the employee and employer share of payroll taxes, unclaimed property due diligence, reporting and remittance obligations, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties.

38. “Settlement Class” consists of all non-exempt employees who worked for Delta Container Corporation in California (the “Company”), during the Class Period (April 10, 2019 through the date of preliminary approval of the Settlement Agreement).

39. “Settlement Class Member(s)” or “Class Member(s)” refers to individual members of the Settlement Class.

40. “Work Week(s)” or “Week(s) Worked” means all calendar weeks in which the Settlement Class Member was employed in California as a nonexempt employee and worked at least one work week.

B. General Terms

41. Plaintiff filed a class complaint with the Court on September 2, 2021. Then, on March 15, 2022, Plaintiff filed the operative Complaint (which included an amendment to the Complaint) against Defendants, alleging class and representative PAGA claims. Plaintiff’s Complaint alleged the following class claims: 1) failure to pay wages including overtime; 2) failure to provide meal periods; 3) failure to provide rest periods; 4) failure to pay timely wages; 5) failure to provide accurate itemized wage statements; 6) unfair business practices; 7) Civil Penalties under the Private Attorney General Act (“PAGA”) based on the above alleged violations.

42. Plaintiff gave written notice to Defendants and the LWDA by sending his LWDA notice letter on September 7, 2021 (“PAGA Notice”) alleging Defendants violated Labor Code §§ sections 200-203, 510, 512, 558, 226, 226.3, 226.7, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, and the IWC Wage Orders. A copy of Plaintiff’s PAGA Notice is attached to this Settlement

Agreement as Exhibit A.

43. Defendants deny Plaintiff's claims and allegations and contend that the Action is not suitable for class certification or manageable as a class or representative action.

44. The Class Representative believes he can proceed with his representative and class claims, that the Action is meritorious, and that class certification is appropriate.

45. The Parties have conducted a thorough investigation into the facts of the Action. This includes conducting an extensive exchange of informal discovery, including Defendants' written policies and practices and confirmation regarding the uniform payroll and timekeeping practices for Settlement Class Members. Class Counsel is both knowledgeable about and has done extensive research with respect to the applicable law and potential defenses to the claims of the Settlement Class. Class Counsel has diligently pursued an investigation of the Class Members' claims against Defendants. Based on the foregoing data and on their own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendants for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendants, and numerous potential appellate issues.

46. On September 21, 2023, Plaintiff and Defendants participated in mediation before Lisa Klerman, Esq., a well-respected wage and hour mediator. Though the case did not settle at mediation, the parties accepted a mediator's proposal on September 27, 2023.

47. The Parties agree that neither the Parties' settlement, this Settlement Agreement, nor the acts to be performed or judgments to be entered pursuant to the terms of the settlement and this Settlement Agreement, shall be construed as an admission by Defendants of any wrongdoing or violation of any statute or law or liability on the claims or allegations in the Action.

48. Stipulation to Class Certification and Representative Treatment. For settlement purposes only, Defendants will stipulate that the Settlement Class Members described herein who do

not submit a timely Request for Exclusion from the Settlement Class may be conditionally certified as a settlement class and that the Aggrieved Employees are appropriate for representative treatment. Defendants' stipulation to certification and representative treatment for settlement purposes only is not an admission that class action certification and/or representative treatment is proper, not admissible in this or any other action except for the sole purpose of enforcing this Settlement Agreement, and not deemed as a waiver to any additional defenses against class or representative action treatment. Should, for whatever reason, the Court fail to issue either Preliminary Approval or Final Approval, the Parties' stipulation to class certification and representative treatment as part of the settlement shall become null and void *ab initio* and shall have no bearing on and shall not be admissible in connection with the issue of whether or not certification and/or representative treatment would be appropriate in a non-settlement context. Defendants expressly reserve their rights and declare that Defendants would continue to oppose class certification, representative treatment, and the substantive merits of the case should the Court decline to issue Final Approval. Plaintiff expressly reserves his rights and declares that he will continue to pursue class certification, representative treatment, and a trial should the Court decline to issue Final Approval.

C. Terms of Settlement

49. The financial terms of the Settlement are as follows:

(a) Gross Settlement Amount: The Parties agree to settle this Action for Two Hundred Ninety Five Dollars and Zero Cents (\$295,000.00) ("the Gross Settlement Amount"). The Gross Settlement Amount is the maximum amount that will be paid, and includes Individual Settlement Payments, Attorneys' Fees and Costs Award, the Service Payment to the Class Representative, all Settlement Administration Costs, PAGA Penalties, and interest. Defendants shall separately pay the employer's share of applicable payroll tax obligations due on the wage portions of the Individual Settlement Payments, which shall be reported through the Settlement Administrator. As of August 5, 2023, Defendant estimated there are approximately 10,184 workweeks worked by putative class members. In the event the total workweeks on the final class list as of preliminary

1 approval is more than 15% larger, at the option of the Defendant, the Defendant shall either increase
2 the Gross Settlement Amount pro rata, with a 15% grace margin (i.e. if the numbers increase by 17%,
3 the Gross Settlement Amount shall increase by 2%), or elect to limit the date for determining class
4 membership so as to limit the class size to a maximum of no more than 15% of the estimated class.

5 (b) Net Settlement Amount: The “Net Settlement Amount” is defined as the Gross
6 Settlement Amount less the court-approved Attorneys’ Fees and Costs Award, the court-approved
7 Service Payment to the Class Representative, the court-approved Settlement Administration Costs,
8 and PAGA Penalties. If the Court reduces the Attorneys’ Fees and Costs Award, Service Payment to
9 the Class Representative, and/or Settlement Administration Costs, and/or either increases or decreases
10 the amount allocated to the PAGA Penalties, the Net Settlement Amount shall be increased or
11 decreased accordingly.

12 (c) Individual Settlement Payments: Individual Settlement Payments for the
13 Settlement Class will be calculated and apportioned from the Net Settlement Amount based on the
14 number of Weeks Worked by a Settlement Class Member during the Class Period. Each specific
15 Individual Settlement Payment will be calculated by: (a) dividing the Net Settlement Amount by the
16 total number of Weeks Worked by all Participating Class Members during the Class Period, and (b)
17 multiplying the result by each Participating Class Members’ Weeks Worked. The entire Net
18 Settlement Amount will be disbursed to all Participating Class Members. If there are any valid and
19 timely Requests for Exclusion, the Settlement Administrator shall proportionally increase the
20 Individual Settlement Payment for each Participating Class Member according to the number of
21 Weeks Worked, so that the amount actually distributed to Participating Class Members equals one
22 hundred percent (100%) of the Net Settlement Amount.

23 (d) Allocation of Individual Settlement Payments: The Individual Settlement
24 Payments will be allocated based on the allegations in the Action as follows: one-third (1/3) will be
25 allocated as wages subject to withholding of all applicable local, state and federal taxes; and the
26 remaining two-thirds (2/3) will be allocated between interest and penalties (pursuant to, e.g., California
27

1 Labor Code §§ 203, 210, 226, 2699) from which no taxes will be withheld. The Settlement
2 Administrator will issue to each Participating Class Member an Internal Revenue Service Form W-2
3 and comparable state forms with respect to the wage allocation and a Form 1099 with respect to the
4 penalties and interest allocations.

5 (e) Service Payment to Class Representative: The amount, if any, awarded to the
6 Class Representative as a Service Payment will be set by the Court in its discretion, not to exceed Five
7 Thousand Dollars and Zero Cents (\$5,000.00), in exchange for the services Plaintiff performed on
8 behalf of the Class (including taking steps to support the settlement) and for entering into the general
9 and expansive release discussed hereinafter. Defendants agree not to oppose this Service Payment
10 request if Plaintiff does not request exclusion from the Settlement Class and does not take any action,
11 directly or indirectly, to undercut this settlement. The Service Payment to Plaintiff will be paid out of
12 the Gross Settlement Amount. The Class Representative will be issued IRS Form 1099 in connection
13 with this payment. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes
14 on this Service Payment. The Parties agree that any amount awarded as the Service Payment to
15 Plaintiff less than the requested amount shall not be a basis for Class Counsel to void this Settlement
16 Agreement or to appeal this aspect of the Court's ruling. Should the Court approve a lesser amount
17 for the Service Payment, the difference shall be added to the Net Settlement Amount to be distributed
18 to Participating Class Members.

19 (f) Attorneys' Fees and Costs Award: Defendants agree to not oppose a request
20 by Class Counsel to the Court for an award of attorneys' fees of not more than one-third (1/3) of the
21 Gross Settlement Amount (Two Hundred Ninety Five Thousand and Zero Cents (\$295,000.00)), plus
22 reasonable litigation costs not to exceed Twenty Five Thousand Dollars and Zero Cents (\$25,000 .00)
23 ("Attorneys' Fees and Cost Award"), subject to Court approval. The Attorneys' Fees and Cost Award
24 shall be paid from the Gross Settlement Amount, and Defendants shall have no further obligation to
25 pay any attorneys' fees, costs, or expenses to Class Counsel. Should the Court approve a lesser amount
26 than what is sought by Class Counsel, the difference shall be added to the Net Settlement Amount to

1 be distributed to Participating Class Members. The Parties agree that any amount awarded as
2 attorneys' fees and costs to Class Counsel less than the requested amount shall not be a basis for Class
3 Counsel to rescind or otherwise void this Settlement Agreement. The Settlement Administrator shall
4 issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs awarded
5 by the Court.

6 (g) Settlement Administration Costs: The fees and other charges of the Settlement
7 Administrator will be paid from the Gross Settlement Amount, not to exceed \$10,000.00 unless
8 approved by all Parties and the Court.

9 (h) PAGA Penalties: The Parties agree that Thirty Thousand Dollars and Zero
10 Cents (\$30,000.00) is allocated to PAGA Penalties and is to be paid from the Gross Settlement
11 Amount, subject to the Court's approval. Twenty Two Thousand Five Hundred Dollars and Zero
12 Cents (\$22,500.00) of the PAGA Penalties shall be paid to the LWDA in satisfaction of civil penalties
13 under the Private Attorney General Act of 2004 ("PAGA") Seven Thousand Five Hundred Dollars
14 and Zero Cents (\$7,500.00) of the PAGA Penalties will be paid to the Aggrieved Employees based
15 upon the number of Pay Periods Worked by each Aggrieved Employee during the PAGA Period,
16 which will be treated entirely as civil penalties and reported as required on an IRS Form 1099. Class
17 Counsel shall give proper notice to the LWDA of the settlement.

18 (i) Tax Liability: Class Counsel, Defendants, and Defendants' counsel make no
19 representations as to the tax treatment or legal effect of Settlement Amounts called for hereunder, and
20 Plaintiff, Settlement Class Members, and Aggrieved Employees are not relying on any statement or
21 representation by Class Counsel, Defendants, or Defendants' counsel in this regard. Plaintiff,
22 Participating Class Members, and Aggrieved Employees understand and agree that they will be solely
23 responsible for the payment of any taxes and penalties assessed on their respective Settlement
24 Amounts described herein. The amount of federal income tax withholding will be based upon a flat
25 withholding rate for supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2)
26 as amended or supplemented. Income tax withholding will also be made pursuant to applicable state
27

1 and/or local withholding codes or regulations. Forms W-2 and/or Forms 1099 will be distributed at
2 the times and in the manner required by the Internal Revenue Code of 1986 (the “Code”) and consistent
3 with this Settlement Agreement. If the Code, the regulations promulgated thereunder, or other
4 applicable tax law, are changed after the date of this Settlement Agreement, the processes set forth in
5 this Section of this Settlement Agreement may be modified in a manner to bring Defendants into
6 compliance with any such changes. Plaintiff, Participating Class Members, and Aggrieved Employees
7 understand and agree that they will be solely responsible for the payment of any taxes and penalties
8 assessed on their respective payments described herein and will hold Defendants harmless from and
9 against any claims resulting from treatment of such payments as non-taxable damages.

10 (j) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS SETTLEMENT
11 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND
12 EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE
13 ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT
14 (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN
15 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
16 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY
17 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
18 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
19 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
20 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN,
21 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN
22 CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO
23 THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY
24 OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS
25 NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
26 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT

1 MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR
2 ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS
3 THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES
4 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
5 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
6 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
7 CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

8 50. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
9 Participating Class Members under this Settlement Agreement, as well as any other payments made
10 pursuant to this Settlement Agreement, shall not be utilized to calculate any additional benefits under
11 any benefit plans to which any Participating Class Members may be eligible, including, but not limited
12 to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase or other types of equity plans,
13 vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
14 intention that this settlement will not affect any rights, contributions, or amounts to which any
15 Participating Class Members may be entitled under any benefit plans. The Parties agree that the
16 amounts paid pursuant to this settlement are not for days or hours worked, and shall not be included
17 toward any regular rate of pay calculation, or any benefit vesting or accrual purpose.

18 51. "Non-Reversionary" Settlement. This is a "non-reversionary" settlement. Under no
19 circumstances will any portion of the Gross Settlement Amount revert to Defendants. Participating
20 Class Members will not have to make a claim in order to receive an Individual Settlement Payment,
21 and Aggrieved Employees will not have to make a claim in order to receive their share of PAGA
22 Penalties. Distributions, in the form of Individual Settlement Payments, will be made directly to each
23 Participating Class Member and Aggrieved Employee. The Settlement Administrator shall be
24 responsible for accurately and timely reporting and remittance obligations with respect to unclaimed
25 funds as a result of a Participating Class Member or Aggrieved Employee not cashing an Individual
26 Settlement Payment by the check cashing deadline, as set forth herein.

52. Class Counsel and Plaintiff believe that the Settlement is fair and reasonable, and adequate, and will so represent same to the Court.

D. Release by Plaintiff, Participating Class Members, and Aggrieved Employees

53. Upon entry of the Final Approval Order, and except as to such rights or claims as may be created by this Settlement Agreement, the Participating Class Members will forever completely release and discharge the Released Parties from the Released Class Claims for the Class Period. It is the intent of the Parties that the Final Approval Order and judgment entered by the Court shall have full equitable and collateral estoppel and *res judicata* effect and be final and binding upon Participating Class Members regarding the Released Class Claims.

54. Each Participating Class Member will be deemed to have made the foregoing Release as if by manually signing it.

55. Upon entry of the Final Approval Order and Defendants' funding of the entire Gross Settlement Amount, Plaintiff, standing in the shoes of the Labor Commissioner/LWDA, and on behalf of the State of California and all Aggrieved Employees, will forever completely release and discharge the Released Parties from the PAGA Released Claims for the PAGA Period. It is the intent of the Parties that the Final Approval Order and judgment entered by the Court shall have full equitable and collateral estoppel and *res judicata* effect and be final and binding upon Aggrieved Employees regarding the PAGA Released Claims.

56. Each Aggrieved Employee and the LWDA will be deemed to have made the foregoing Release as if by manually signing it.

57. Plaintiff and Defendants intend that the settlement described in this Settlement Agreement will release and preclude any further claim, whether by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by each and all of the Participating Class Members to obtain a recovery based on, arising out of, and/or related to any and all of the Released Class Claims. The Class Members shall be so notified in the Notice. This paragraph only applies to Participating Class Members and, thus, does not apply to any Class Member who timely and validly

1 submits a Request for Exclusion.

2 58. Plaintiff and Defendants also intend that the settlement described in this Settlement
3 Agreement will release and preclude any further PAGA claim, whether by lawsuit, administrative
4 claim or action, arbitration, demand, or other PAGA action of any kind, by each and all of the
5 Aggrieved Employees to obtain a recovery based on, arising out of, and/or related to any and all of the
6 PAGA Released Claims. The Aggrieved Employees shall be so notified in the Notice and Class
7 Counsel shall provide appropriate notice to the LWDA of this Settlement Agreement prior to the filing
8 of the Motion for Preliminary Approval. Aggrieved Employees shall receive their portion of the
9 PAGA Settlement and shall be deemed to have released the PAGA Claims even if they opt out of the
10 Class Settlement.

11 59. Class Representative, on behalf of himself and the Participating Class Members,
12 acknowledges and agrees that the claims, including claims for unpaid wages and untimely payment of
13 wages are disputed, and that the payments set forth herein constitute payment of all sums allegedly
14 due to them. Class Representative, on behalf of himself and the Participating Class Members,
15 acknowledges and agrees that California Labor Code § 206.5 is not applicable to the Parties hereto.
16 California Labor Code § 206.5 provides in pertinent part as follows:

17 An employer shall not require the execution of any release of any claim or right on
18 account of wages due, or to become due, or made as an advance on wages to be earned,
19 unless payment of those wages has been made.

20 **E. Release by Class Representative**

21 60. As a material inducement to Defendants to enter into this Settlement Agreement and in
22 consideration of the Service Payment, and in addition to the Class Representative's release of the
23 Released Class Claims and PAGA Released Claims, Class Representative does hereby, for himself
24 and for his respective spouses, domestic partners, marital community, children, estates, attorneys,
25 heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators,
26 guardians, personal representatives, and assigns forever and completely release and discharge and

1 covenants not to sue the Released Parties with respect to any and all claims, demands, liens,
2 agreements, contracts, covenants, actions, suits, causes of action, wages, obligations, debts, liquidated
3 damages, penalties, interest, costs, expenses, attorneys' fees, damages, judgments, orders and
4 liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown,
5 suspected or unsuspected, concealed or hidden, which Plaintiff now owns or holds or has at any time
6 heretofore owned or held as against said Released Parties, or any of them. Such released claims
7 include specifically, but not exclusively and without limiting the generality of the foregoing, any and
8 all claims, demands, agreements, obligations and causes of action, known or unknown, suspected or
9 unsuspected, concealed or hidden, including but not limited to all claims arising out of, based upon,
10 or relating to Class Representative's employment with Defendants or the remuneration for or
11 termination of such employment, as alleged in the operative Complaint, arising out of or in any way
12 connected with any transactions, occurrences, acts or omissions set forth, or facts alleged, in any and
13 all charges, complaints, claims or pleadings filed by Class Representative against any Released Party
14 prior to the date hereof with any city, county, state or federal agency, commission, office or tribunal
15 whatsoever; or arising out of or in any way connected with any transactions, occurrences, acts or
16 omissions occurring prior to the date hereof, including specifically without limiting the generality of
17 the foregoing any claim under Title VII of the Civil Rights Act of 1964, the Age Discrimination in
18 Employment Act (29 U.S.C. Section 621 *et seq.*), the Americans with Disabilities Act, the Employee
19 Retirement Income Security Act, the National Labor Relations Act, the Fair Labor Standards Act, the
20 Family and Medical Leave Act, the California Constitution, the California Labor Code, the California
21 Civil Code, the California Government Code, the California Business & Professions Code, the
22 California Family Rights Act, the California Fair Employment and Housing Act, the California
23 Industrial Welfare Commission Wage Orders, or any other federal, state, or local statute or regulation
24 (collectively, the "Class Representative's Claims").

25 61. Class Representative agrees that there is a risk that any injury that he may have suffered
26 by reason of the Released Parties' relationship with him might not now be known, and there is a further

1 risk that said injuries, whether known or unknown at the date of this Settlement Agreement, might
2 possibly become progressively worse, and that as a result thereof further damages may be sustained.
3 Nevertheless, Class Representative agrees to forever and fully release and discharge the Released
4 Parties, and understands that by the execution of this Settlement Agreement no further claims for any
5 such injuries that existed at the time of the execution of this Settlement Agreement may ever be
6 asserted by Class Representative with respect to claims arising in the time period from the beginning
7 of time to the execution of this Settlement Agreement.

8 62. Class Representative expressly waives and relinquishes all rights and benefits afforded
9 by Section 1542 of the Civil Code of the State of California and does so understanding and
10 acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of the
11 State of California states:

12 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
13 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
14 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
15 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
16 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
17 PARTY.

18 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full
19 and complete release and discharge of all parties, Class Representative and Class Counsel expressly
20 acknowledge that this Settlement Agreement is intended to include in its effect, without limitation, all
21 claims that Class Representative knew of, as well as all claims that he does not know or suspect to
22 exist in his favor against the Released Parties, or any of them, for the time period from the beginning
23 of time to the execution of this Settlement Agreement, and that this Settlement Agreement
24 contemplates the extinguishment of any such Class Representative's claims. Notwithstanding the
25 above, the general release by Class Representative shall not extend to claims for workers'
26 compensation benefits, claims for unemployment benefits, or other claims that may not be released by

1 law.

2 63. Class Representative represents and warrants that he has not filed and will not file any
3 other lawsuit, administrative claim or action, arbitration, demand, or other action of any kind against
4 Defendants or the Released Parties. Class Representative represents and warrants that, the only
5 pending claims against Defendants or the Released Parties are included in this Action. However, the
6 Parties agree that nothing in this paragraph shall prevent or prohibit Plaintiff from filing any other
7 lawsuit, administrative claim or action, arbitration, demand, or other action of any kind against
8 Defendants or the Released Parties for workers' compensation benefits, claims for unemployment
9 benefits, or other claims that may not be released by law.

10 **F. Interim Stay of Proceedings**

11 64. Pending completion of all of the prerequisites necessary to effectuate this Settlement,
12 the Parties agree, subject to Court's approval, to a stay of all proceedings in the Action except such as
13 are necessary to effectuate this settlement.

14 **G. Notice Process**

15 65. Appointment of Settlement Administrator. The Parties have agreed to the appointment
16 of the Settlement Administrator to perform the duties of a settlement administrator, including mailing
17 the Notice, using standard devices to obtain forwarding addresses, independently reviewing and
18 verifying documentation associated with any claims or opt-out requests, resolving any disputes
19 regarding the calculation or application of the formula for determining the Individual Settlement
20 Payments, drafting and mailing the settlement checks to Participating Class Members, and Aggrieved
21 Employees, issuing W-2 and 1099 Tax Forms, performing unclaimed funds due diligence, reporting
22 and performing remittance obligations, and performing such other tasks as set forth herein or as the
23 Parties mutually agree or that the Court orders.

24 66. Disputes Regarding Settlement Administration. Any and all disputes relating to
25 administration of this settlement by the Settlement Administrator (except for disputes regarding Class
26 Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction over the
27

1 terms and conditions of this Settlement Agreement, until Plaintiff and Defendants notify the Court that
2 all payments and obligations contemplated by this Settlement Agreement have been fully carried out.
3 Prior to presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve
4 the dispute without the necessity of Court intervention. The Settlement Administrator shall also be
5 responsible for issuing to Plaintiff, Participating Class Members, Aggrieved Employees, and Class
6 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant
7 to this Settlement Agreement. The Settlement Administrator shall also be responsible for setting up
8 all necessary tax accounts and forwarding all payroll taxes and penalties to the appropriate government
9 authorities.

10 67. Class Data. Within fourteen (14) business days after entry of the Preliminary Approval
11 Order, Defendants shall provide the Class Data to the Settlement Administrator. The Settlement
12 Administrator will run a check of the Class Members' addresses against those on file with the U.S.
13 Postal Service's National Change of Address Database. The Class Data provided to the Settlement
14 Administrator will remain confidential, shall be used solely to administer the Settlement, and it will
15 not be used or disclosed to anyone (including Class Counsel), except as required by applicable tax
16 authorities, pursuant to Defendants' express written consent, or by order of the Court. Although Class
17 Counsel will not be provided with the list of Class Data, nothing herein shall prevent Class Counsel
18 from communicating with Class Members regarding the Action and settlement.

19 68. Notice. The Notice, as approved by the Court, shall be sent by the Settlement
20 Administrator to the Settlement Class Members, by first class mail, in English, within ten (10) calendar
21 days following the Settlement Administrator's receipt of the Class Data. The Settlement
22 Administrator shall use standard devices, including a skip trace, to obtain forwarding addresses of
23 Settlement Class Members if any envelopes are returned.

24 69. Returned Notices of Settlement. The Settlement Administrator will take steps to ensure
25 that the Notice is received by all Settlement Class Members, including utilization of the National
26 Change of Address Database maintained by the United States Postal Service to review the accuracy

of and, if possible, update a mailing address. Notices of Settlement will be re-mailed to any Settlement Class Member for whom an updated address is located within ten (10) calendar days following both the Settlement Administrator learning of the failed mailing and its receipt of the updated address. The re-mailed Notice shall be identical to the original Notice, except that it shall notify the Settlement Class Member that the exclusion (opt-out) request or objection must be returned by the later of the Notice Response Deadline or fifteen (15) calendar days after the remailing of the Notice.

70. Disputes Regarding Information on Notices of Settlement. Class Members are deemed to participate in the Settlement, unless they timely opt-out, and Aggrieved Employees may not opt-out of the PAGA Released Claims. The Notice will inform Class Members of his/her estimated Individual Settlement Payment and the number of Weeks Worked during the Class Period and Pay Periods Worked during the PAGA Period. Class Members may dispute their Weeks Worked and/or Pay Periods Worked if they feel they should be credited with more than represented on the Notice by timely submitting evidence to the Settlement Administrator. Defendants' records will be presumed determinative absent reliable evidence to rebut Defendants' records, but the Settlement Administrator will evaluate the evidence submitted by the Class Member and provide the evidence submitted to Class Counsel and Defense Counsel who agree to meet and confer in good faith about the evidence to determine the Class Member's actual number of Weeks Worked and estimated Individual Settlement Payment. If Class Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the Settlement Administrator to render a final decision. Class Members will have until the Notice Response Deadline to dispute Weeks Worked and/or Pay Periods Worked, object or opt-out, unless extended by the Court. In the event that the Settlement Administrator increases the number of Weeks Worked and/or Pay Periods Worked for any Settlement Class Member, then the Settlement Administrator will recalculate the Participating Class Members' Individual Settlement Payments; accordingly, in no event will Defendants be required to increase the Gross Settlement Amount.

71. Declaration of Due Diligence. The Settlement Administrator shall provide counsel for the Parties, at least twenty-five (25) calendar days prior to the Final Approval Hearing, a declaration

of due diligence and proof of mailing with regard to the mailing of the Notices of Settlement.

72. Settlement Class Members' Rights. Each Settlement Class Member will be fully advised of the Settlement, the ability to object to the provisions in the Settlement related to the Released Class Claims, and the ability to opt-out or request exclusion from the Settlement with respect to the Released Class Claims. The Notice will inform the Settlement Class Members of the Court-established deadlines for filing objections or requesting exclusion from the Settlement with respect to the Released Class Claims in accordance with the following guidelines:

(a) Requests for Exclusion from Participating in the Settlement Class. Any Settlement Class Member, other than Plaintiff, may request to be excluded from the Settlement Class by submitting a "Request for Exclusion" to the Settlement Administrator, postmarked on or before the Notice Response Deadline. The Request for Exclusion should state:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE
MICHAEL GEORGE MCCANN V. REPUBLIC SERVICES, INC. ET AL.
LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE
SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE
CLASS ACTION PORTION OF THIS LAWSUIT."

To be valid, any Request for Exclusion must include the full name, address, telephone number, last four digits of the social security number or date of birth, and signature of the Settlement Class Member requesting exclusion. The Request for Exclusion must be returned by mail to the Settlement Administrator at the specified address set forth in the Notice. Any such Request must be made in accordance with the terms set forth in the Notice. A Request for Exclusion will be timely only if postmarked by the Notice Response Deadline, unless the Parties otherwise agree in writing. Any Settlement Class Member who timely requests exclusion in compliance with these requirements: (i) will not have any rights under this Settlement Agreement with respect to the Released Class Claims, including the right to object, appeal, or comment on the Settlement; (ii) will not be entitled to receive any payments under this Settlement Agreement for the Released Class Claims; and (iii) will not be

bound by this Settlement Agreement, or the judgment, with respect to the Released Class Claims. Any Aggrieved Employee who requests timely exclusion will still be subject to the PAGA Released Claims to the fullest extent permitted by law and shall be sent his or her share of PAGA Penalties.

(b) Binding Effect on Participating Class Members. Except for those Settlement Class Members who exclude themselves in compliance with the procedures set forth above, all Settlement Class Members will: (i) be deemed to be Participating Class Members for all purposes under this Settlement Agreement; (ii) will be bound by the terms and conditions of this Settlement Agreement, the Judgment, and the releases set forth herein; and (iii) except as otherwise provided herein, will be deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy of the Settlement.

(c) Objections to Settlement of the Released Class Claims. Any Settlement Class Member, other than Plaintiff, may object to the terms of this Settlement Agreement, except as to the PAGA Released Claims. To object, a Settlement Class Member shall do one of the following: (1) inform the Settlement Administrator, in writing, of his or her objection which must be postmarked by the Notice Response Deadline at the address set forth in the Notice. Such objection shall include the objecting Settlement Class Member's full name, address, telephone number, last four digits of the social security number or date of birth, signature, and dates of employment, in addition to the case name and number, the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof, and, if the Objecting Settlement Class Member is represented by counsel, the name and address of his or her counsel. The Settlement Administrator shall provide objections, if any, to Class Counsel and Defense Counsel within three (3) calendar days of receipt, and the Settlement Administrator shall attach the same to its declaration of due diligence and file with the Court prior to the Final Approval Hearing; or (2) appear at the final approval hearing to state his or her objection and provide the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof. Any Participating Class Member who files an

objection remains eligible to receive monetary compensation from the settlement. Plaintiff and Defendants shall not be responsible for any fees, costs, or expenses incurred by any Class Member and/or his or her counsel related to any objections to the settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment under California Code of Civil Procedure § 663. Settlement Class Members and Aggrieved Employees may not object to or opt-out of the Settlement with respect to the PAGA Released Claims.

(d) Failure to Object. Any Settlement Class Member who desires to object to the Released Class Claims in the Settlement but fails to timely submit a written objection or in person objection at the Final Approval Hearing waives any right to object and will be foreclosed from making any objection to this Settlement. Any Settlement Class Member who does not timely and properly become a party of record by intervening or filing a motion to vacate the judgment waives any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion under California Code of Civil Procedure § 473, and extraordinary writs.

(e) Responses to Objections. Counsel for the Parties may file a response to any objections submitted by objecting Settlement Class Members at least five (5) court days before the date of the Final Approval Hearing.

(f) Settlement Class Members will have until the Notice Response Deadline to object or submit a Request for Exclusion to the Settlement Administrator by U.S. Mail. The Settlement Administrator shall disclose jointly to Class Counsel and Defendants' counsel what objections or Requests for Exclusion were timely submitted on a weekly basis, and upon the request of Class Counsel or Defense Counsel.

(g) Defective Submissions. If a Settlement Class Member's Request for Exclusion or objection is defective as to the requirements listed herein, that Settlement Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Settlement

1 Class Member a cure letter within three (3) business days of receiving the defective submission to
2 advise the Settlement Class Member that his or her submission is defective and that the defect must
3 be cured to render the Request for Exclusion or objection valid. The Settlement Class Member will
4 have the later of (i) the Notice Response Deadline or (ii) fifteen (15) calendar days from the date of
5 the cure letter to postmark or fax a revised Request for Exclusion or objection. If the revised Request
6 for Exclusion or objection is not postmarked or received by fax within that period, it will be deemed
7 untimely and disregarded.

8 (h) Right to Rescission: If 5% or more of the Class Members opt-out, Defendants
9 shall have the right to rescind and void the Settlement.

10 73. Funding of the Settlement Amount. Defendants shall make a one-time deposit into the
11 QSF of the Gross Settlement Amount, no later than thirty (30) calendar days after the Effective Date.
12 Once Defendants have complied with their obligation set forth in this paragraph, it shall be deemed to
13 have satisfied all of the terms and conditions of this Settlement Agreement, shall be entitled to all the
14 protections afforded it under this Settlement Agreement, and shall have no further obligations under
15 this Settlement Agreement, regardless of what occurs with respect to the further administration of the
16 Settlement. The Settlement Administrator (and not Defendant) shall issue the applicable W-2s and
17 IRS Form 1099 reflecting all payments to the Class Members.

18 74. Distribution of Funds. No later than ten (10) calendar days after the deposit of the
19 payment into the QSF, the Settlement Administrator will mail the Individual Settlement Payments to
20 the Participating Class Members, the payment to Class Counsel for the Attorneys' Fees and Costs
21 Award, any Service Payment to the Class Representative, the payment to the LWDA for PAGA
22 Penalties, the payments to Aggrieved Employees for PAGA Penalties, and will pay itself the
23 Settlement Administration Costs.

24 75. Deadline for Cashing Settlement Checks. Participating Class Members and Aggrieved
25 Employees shall have one hundred eighty (180) calendar days after mailing by the Settlement
26 Administrator to cash each settlement check. If any Participating Class Member's or Aggrieved
27

Employee's check is not cashed within that period, the check will be void and a stop-payment will be issued, and the Settlement Administrator shall issue the unclaimed funds to the California State Controller's Office in the name of the Class Member or Aggrieved Employee. The release will be binding upon all Participating Class Members and Aggrieved Employees who do not cash their checks within the one hundred eighty (180) calendar days period. In the event that any settlement check is returned to the Settlement Administrator within one hundred eighty (180) calendar days of mailing, the Settlement Administrator will, within five (5) business days of receipt of the returned settlement check, perform a skip trace to locate the individual, and notify Defense Counsel and Class Counsel of the results. If a new address is located by these means, the Administrator will have ten (10) business days to re-issue the check. Neither Defendant, Defense Counsel, Class Counsel, Plaintiff, nor the Settlement Administrator will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a Participating Class Member or Aggrieved Employee notifies the Settlement Administrator that he or she believes that a settlement check has been lost or stolen, the Settlement Administrator shall immediately stop payment on such check. If the check in question has not been negotiated prior to the stop payment order, the Settlement Administrator will issue a replacement check.

76. No person shall have any claim against Defendants or the Released Parties, Defendants' Counsel, Plaintiff, Class Counsel, or the Settlement Administrator based on mailings, distributions, payments or reports made in accordance with or pursuant to this Settlement Agreement. This provision does not, however, prevent a Party from seeking enforcement of this Settlement Agreement.

77. Without prejudice to any other remedies, the Settlement Administrator shall agree to be responsible for any breach of its obligations (whether committed by the Settlement Administrator or its agents) and to indemnify and hold the Parties and their counsel harmless from and against all liabilities, claims, causes of action, costs and expenses (including legal fees and expenses) arising out of any breach committed by the Settlement Administrator or its agents.

H. Duties of the Parties Prior to the Court's Approval

78. Promptly after execution of this Settlement Agreement, Plaintiff will move the Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval Order accomplishing the following:

(a) Scheduling the Final Approval Hearing on the issue of whether this Settlement should be finally approved as fair, reasonable and adequate as to the Class Members and Aggrieved Employees and a hearing on fees, costs and the Service Payment;

(b) Approving as to form and content of the proposed Notice;

(c) Directing the mailing of the Notice by first class mail to the Settlement Class Members and Aggrieved Employees;

(d) Preliminarily approving this Settlement; and

(e) Preliminarily certifying the class solely for purposes of this Settlement.

79. Reallocation of Settlement Proceeds. In the event the Court fails, on its first hearing, to approve this Settlement Agreement because the amount of the PAGA Penalties is not adequate, then the Parties shall cooperate in good faith to reallocate the total settlement proceeds, within this Settlement Agreement, in order to try to achieve Final Approval of this Settlement Agreement upon any subsequent Court hearings.

I. Duties of the Parties Following Court's Final Approval

80. In connection with the Final Approval Hearing provided for in this Settlement Agreement, Class Counsel shall submit a proposed Final Approval Order:

(a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

(b) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of litigation costs and expenses, the Service Payment to the Class Representative, and the payment to the Settlement Administrator for costs of administering the settlement; and

(c) Entering judgment approving settlement, thereby permanently barring all

Participating Class Members from prosecuting any Released Class Claims against any of the Released Parties and permanently barring all Aggrieved Employees and the LWDA from prosecuting any PAGA Released Claims against any of the Released Parties.

81. Final Judgment. The Settlement Administrator shall give the Participating Class Members and Aggrieved Employees notice of the entry of Final Judgment on a postcard or letter that will be included with the Individual Settlement Payments.

J. Voiding this Settlement Agreement

82. All Parties, signatories, and their counsel shall not encourage opt-outs or objections to this Settlement Agreement. The Parties specifically agree not to solicit opt-outs, directly or indirectly, through any means.

83. If the settlement is voided or fails for any reason, Plaintiff and Defendants will have no further obligations under the settlement, including any obligation by Defendants to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Settlement.

84. If the settlement is voided or fails for any reason, any costs incurred by the Settlement Administrator shall be borne equally by Defendants and Plaintiff, unless otherwise specified in this Settlement Agreement.

K. Other Terms

85. Waiver. The waiver by one Party of any breach of this Settlement Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

86. Full and Complete Defense. This Settlement Agreement may be pleaded by any Released Party as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that has been or may be instituted, prosecuted or attempted, asserting any Released Class Claim or PAGA Released Claim.

87. Injunction Against Duplicative Claims. Upon Preliminary Approval of the Settlement Agreement, all Settlement Class Members who do not opt out of the Settlement Class shall be enjoined

1 from filing, joining, or becoming a party, member or representative in any actions, claims, complaints,
2 or proceedings in any state or federal court on an individual, representative, collective or class action
3 basis, or with the California Department of Industrial Relations' Division of Labor Standards
4 Enforcement ("DLSE") or the United States Department of Labor ("DOL"), or from initiating any
5 other proceedings, regarding any of the Released Claims. Any related pending actions, claims,
6 complaints, or proceedings in any state or federal court or with the DLSE or DOL, shall be stayed until
7 the Settlement Class Members have had an opportunity to decide to participate, object or file a Request
8 for Exclusion from this settlement. In addition, upon Preliminary Approval of the Settlement
9 Agreement, all Settlement Class Members (regardless of whether they opt-out) shall be enjoined from
10 filing, joining, or becoming a party, member or representative in any actions, claims, complaints, or
11 proceedings in any state or federal court on an individual, representative, collective or class action
12 basis, or with the California Department of Industrial Relations' Division of Labor Standards
13 Enforcement ("DLSE") or the United States Department of Labor ("DOL"), or from initiating any
14 other proceedings, regarding any of the Release defined hereinabove to the extent such actions, claims,
15 complaints, or proceedings are based on the PAGA Released Claims released via this Settlement
16 Agreement.

17 88. Parties' Authority. The signatories hereto represent that they are fully authorized to
18 enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.
19 The signatories hereto further represent that the Parties to this Settlement Agreement are represented
20 by competent counsel, and they have had an opportunity to consult with counsel prior to authorizing
21 its execution.

22 89. No Publicity. The Parties will not publicize the settlement or disclose it to third parties,
23 except as required or necessary to effectuate its terms and comply with law, including the payment of
24 taxes. Specifically, Plaintiff and Plaintiff's counsel shall not publicize the settlement on their websites,
25 in advertising/marketing materials or on social media. The Parties and their counsel agree that they
26 will not issue any press releases or initiate any contact with the media about the fact, amount, or terms

1 of the settlement. If counsel for any party receives an inquiry about the settlement from the media,
2 counsel may respond only after the motion for preliminary approval of the settlement has been filed
3 and only by confirming the accurate terms of the settlement. Nothing in this provision shall prevent
4 Defendants from making any required disclosure.

5 90. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
6 accomplish the terms of this Settlement Agreement, including but not limited to, execution of such
7 documents and to take such other action as may reasonably be necessary to implement the terms of
8 this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts,
9 including all efforts contemplated by this Settlement Agreement and any other efforts that may become
10 necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms
11 set forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel
12 shall, with the assistance and cooperation of Defendants and Defendants' Counsel, take all necessary
13 steps to secure the Court's preliminary and final approval of the settlement, and the final entry of
14 judgment. Class Counsel shall provide Defendants' Counsel with copies of the Preliminary Approval
15 Motion and Final Approval Motion for review at least five (5) court days prior to the filing deadline.

16 91. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they
17 have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or
18 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action
19 or rights released and discharged by this Settlement Agreement.

20 92. No Admission. Defendants deny any and all liability to Plaintiff, any Settlement Class
21 Member, and/or any Aggrieved Employee in this Action, as to any and all causes of action that were
22 asserted or that might have been asserted in this Action. Nonetheless, Defendants wish to settle and
23 compromise the matters at issue in the Complaint to avoid further substantial expense and the
24 inconvenience and distraction of protracted and burdensome litigation. Defendants also has taken into
25 account the uncertainty and risks inherent in litigation, and without conceding any infirmity in the
26 defenses that they have asserted or could assert against Plaintiff, has determined that it is desirable and

beneficial that Plaintiff's claims be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

93. Inadmissibility of this Settlement Agreement. Whether or not the Court issues the Final Approval Order, nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants or any of the other Released Parties. Each of the Parties hereto has entered into this Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a settlement document, and it, along with all related documents such as the notices, and motions for preliminary and final approval, shall, pursuant to California Evidence Code § 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Settlement Agreement. The stipulation for class certification as part of this Settlement Agreement is for settlement purposes only and if, for any reason the settlement is not approved, the stipulation will have no force or effect.

94. Notices. Unless otherwise specifically provided herein, all notices, demands, or other communications pursuant to this Settlement Agreement shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed:

To the Settlement Class Members and Aggrieved Employees:

JAMES HAWKINS APLC
James R. Hawkins, Esq. (#192925)
Gregory Mauro, Esq. (#222239)
Michael Calvo, Esq. (#314986)
Lauren Falk, Esq. (#316893)
Ava Issary, Esq. (#342252)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com

Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

To Defendants:

Irene V. Fitzgerald, Bar No. 266949
ifitzgerald@littler.com
Julie R. Campos, Bar No. 314063
jcampos@littler.com
LITTLER MENDELSON P.C.
5200 North Palm Avenue
Suite 302
Fresno, California 93704.2225
Telephone: 559.244.7500
Fax No.: 559.244.7525

95. Construction. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Settlement Agreement. Plaintiff and Defendants expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement and further agree, covenant, and represent that the language in all parts of this Settlement Agreement shall be in all cases construed as a whole, according to its fair meaning.

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

97. Modification. This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

1 98. Dispute Resolution. Prior to instituting legal action to enforce the provisions of this
2 Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, a Party
3 shall provide written notice to the other Party and allow an opportunity to cure the alleged deficiencies,
4 and Plaintiff and Defendants agree to seek the help of the mediator identified in this Settlement
5 Agreement to resolve any dispute they are unable to resolve informally. During this period, the Parties
6 shall bear their own attorneys' fees and costs. This provision shall not apply to any legal action or
7 other proceeding instituted by any person or entity other than Plaintiff or Defendants.

8 99. Court Retains Jurisdiction. The Parties agree that upon the entry of judgment of
9 dismissal pursuant to the terms of this Settlement Agreement, that, pursuant to California Code of
10 Civil Procedure § 664.6, the Court shall retain exclusive and continuing equity jurisdiction of this
11 Action over all Parties to interpret, enforce, and effectuate the terms, conditions, intents, and
12 obligations of this Settlement Agreement.

13 100. Enforceability. Pursuant to California Evidence Code §§ 1123(a) and (b), the Parties
14 intend that this Settlement Agreement shall be enforceable, binding, and admissible in a court of law.

15 101. Choice of Law. This Settlement Agreement shall be governed by and construed,
16 enforced and administered in accordance with the laws of the State of California.

17 102. Integration Clause. This Settlement Agreement contains the entire agreement between
18 the Parties relating to the settlement and transaction contemplated hereby, and all prior or
19 contemporaneous agreements, understandings, representations, and statements, whether oral or
20 written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder
21 may be waived except in writing.

22 103. Binding On Assigns. This Settlement Agreement shall be binding upon and inure to
23 the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
24 successors, and assigns.

25 104. Signatures of All Class Members and Aggrieved Employees Unnecessary to be
26 Binding. It is agreed that, because the members of the Settlement Class and Aggrieved Employees

are numerous, it is impossible or impractical to have each Class Member and Aggrieved Employee execute this Settlement Agreement. The Notice will advise all Settlement Class Members and Aggrieved Employees of the binding nature of the releases provided herein and such shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member and Aggrieved Employee.

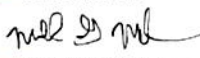
105. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

106. Counterparts. This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

--- Signatures on Next Page ---

Dated: November 18, 2024

PLAINTIFF AND CLASS REPRESENTATIVE:



6C1A4D0552AC41C
MICHAEL GEORGE MCCANN

Dated: November 20, 2024

DEFENDANTS:

DELTA CONTAINER CORPORATION
REPUBLIC SERVICES, INC.



By: Ashley Kasanian

Title: Vice President

END OF DOCUMENT

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Exhibit C

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 12/12/2024

Client: MCCANN001 - Michael McCann

Matter: DELTACONTAINER1 - Delta Container Corporation dba Republic Services- Michael McCann v. Delta

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
09/02/2021	FST	First Legal Network - Filing, complaint, summons, civil case cover IN#30172635	\$1,667.64		Unbilled				
09/09/2021	POS	Postage- 09.01.21- cert mail to agent re LWDA letter	\$17.12		Unbilled				
09/09/2021	FIL	Filing Fee- 09.01.21- LWDA filing fee	\$75.00		Unbilled				
10/29/2021	FST	First Legal Network - Service: Complaint, Initial Docs, Ntc - Service: Complaint, Initial Docs, Ntc - IN #30179004	\$90.02		Unbilled				
11/04/2021	FST	First Legal Network - E-Filing, Proof of service IN #30185317	\$33.50		Unbilled				
02/24/2022	FST	First Legal Network - Filing branch pdf next day, Plf cmc statement IN#30188503	\$81.21		Unbilled				
03/14/2022	FST	First Legal Network - Filing branch pdf same day, FAC, IN#30192286	\$96.61		Unbilled				
08/19/2022	FST	First Legal Network- Filing-Branch: Plt CM Stmt IN#30209403	\$81.21		Unbilled				
08/19/2022	FST	First Legal Network- Filing-Branch: Req for Dismissal IN#30209403	\$81.21		Unbilled				
11/30/2022	FST	First Legal Network - Filing - Pltf CMC Statement IN# 30222171	\$103.71		Unbilled				
02/15/2023	MED	Mediation Services - IN#0802823P CK#10614	\$10,000.00		Unbilled				
05/22/2023	FST	First Legal Network - Filing - Pltf CMC Stmt IN# 30237327	\$114.11		Unbilled				
09/21/2023	CRT	Court Documents - 07.05.23 Minute Order Re MSJ (Related Case - Getaw)	\$2.00		Unbilled				
10/16/2023	EXA	Expert Analysis IN#9727 CK#11215	\$6,480.00		Unbilled				
01/11/2024	FST	First Legal Network - Filing - Joint CMC Statement & Request to continue IN# 30267292	\$113.69		Unbilled				
05/09/2024	FST	First Legal Network - Filing - JCMC and RQ to Continue CMC Proposed IN# 30283542	\$137.94		Unbilled				
		Total:	\$19,174.97	\$0.00					
		Balance:	\$19,174.97						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed-----			\$0.00						
Total Fees Unbilled : -----			\$0.00						
Total Fees Received : -----			\$0.00						
Total Soft Cost Billed : -----			\$0.00						
Total Soft Cost Unbilled : -----			\$0.00						
Total Soft Cost Received : -----			\$0.00						
Total Hard Cost Billed : -----			\$0.00						
Total Hard Cost Unbilled : -----			\$19,174.97						
Total Hard Cost Received : -----			\$0.00						
Total Taxes Billed : -----			\$0.00						
Total Taxes Unbilled : -----			\$0.00						
Total Taxes Received : -----			\$0.00						
Total Late Charges Billed : -----			\$0.00						
Total Late Charges Unbilled: -----			\$0.00						
Total Late Charges Received : -----			\$0.00						
Trust Balance: -----			\$0.00						

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 12/12/2024
Client: MCCANN001 - Michael McCann
Matter: DELTACON004 - Delta Container Corporation dba Republic Services-PAGA-Michael McCann v. De

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Balance Forward:			\$0.00						
11/09/2021	FST	First Legal Network - File: Complaint, Summons, Civil Case Cover Sheet - IN #30179004	\$1,663.44		Unbilled				
01/07/2022	FST	First Legal Network - Process branch same day, complaint, initial docs, NTC, (2) #30185317	\$208.46		Unbilled				
07/26/2022	FST	First Legal Network Filing Plf's CM Statement IN#30205948	\$81.21		Unbilled				
Total:			\$1,953.11	\$0.00					
Balance:			\$1,953.11						
Total Fees Billed- -----			\$0.00						
Total Fees Unbilled : -----			\$0.00						
Total Fees Received : -----			\$0.00						
Total Soft Cost Billed : -----			\$0.00						
Total Soft Cost Unbilled : -----			\$0.00						
Total Soft Cost Received : -----			\$0.00						
Total Hard Cost Billed : -----			\$0.00						
Total Hard Cost Unbilled : -----			\$1,953.11						
Total Hard Cost Received : -----			\$0.00						
Total Taxes Billed : -----			\$0.00						
Total Taxes Unbilled : -----			\$0.00						
Total Taxes Received : -----			\$0.00						
Total Late Charges Billed : -----			\$0.00						
Total Late Charges Unbilled: -----			\$0.00						
Total Late Charges Received : -----			\$0.00						
Trust Balance: -----			\$0.00						

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Exhibit D

JAMES HAWKINS APLC
James R. Hawkins (#192925)
Gregory Mauro (#222239)
Michael Calvo (#314986)
Lauren Falk (#316893)
Ava Issary (#342252)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff MICHAEL GEORGE MCCANN,
individually and on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

MICHAEL GEORGE MCCANN, individually
and on behalf of himself and all others similarly
situated,

Plaintiff,

v.

REPUBLIC SERVICES, INC., a Delaware
Corporation; DELTA CONTAINER
CORPORATION, a California Corporation; and
DOES 1-50, inclusive,

Defendants.

Case No. STK-CV-UOE-2021-8294

ASSIGNED FOR ALL PURPOSES TO:
Honorable Blanca A. Banuelos, Dept. 10B

**DECLARATION OF PLAINTIFF MICHAEL
GEORGE MCCANN IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: September 11, 2025
Time: 9:00 a.m.

DECLARATION OF MICHAEL GEORGE MCCANN

I, MICHAEL GEORGE MCCANN hereby declare as follows:

1. I am over the age of eighteen and I submit this Declaration in support of the Plaintiffs' Motion for Final Approval of Class Action Settlement. The following is based upon my personal knowledge and if called as a witness, I could and would competently testify thereto.

2. I was employed by Defendants DELTA CONTAINER CORPORATION and REPUBLIC SERVICES, INC. ("Defendants") in approximately 1990 to 2002, and again from 2011 as a Non-Exempt Employee working as a driver and worked during the liability period for Defendants until my separation from Defendants' employ in approximately September 2020. My duties included, but were not limited to, traveling to specific areas and specific companies, picking up big dumpsters, hooking those dumpsters up to the truck, covering the dumpster with a tarp and driving it to where it was to be emptied, and returning the dumpster to the location where it was picked up.

3. As a non-exempt employee, I suffered the same damages as other employees. These included not being paid all my wages, not provided accurate wage statements, not provide with meal and rest periods from Defendants' employ all in accordance with California law. As a result of these alleged violations, I sought consultation with my attorneys at James Hawkins, APLC.

4. Based upon my allegations, and after consultation and full disclosure from my attorneys about the potential risks I faced as a Plaintiff in a putative class action, I freely decided to pursue this lawsuit to try and vindicate my rights and the rights of others who also worked for Defendant and suffered similar harms due to Defendant's common practices and policies.

5. Prior to filing my action, my attorneys and I had multiple conferences about the factual bases for the claims that I wanted to pursue against Defendant. During those conferences, my attorneys provided me with an overview of how those claims would be litigated and generally educated me about the nature of complex/representative litigation and my role as

the representative Plaintiff.

6. My attorneys provided me with a draft of the complaint for my review and approval. I closely reviewed the complaint to ensure accuracy and completeness. As a result, I caused my attorneys to file the class action complaint alleging claims for the allegations alleged therein. Thereafter, I have been fully involved in my case. Following the filing of the complaint, I collaborated with my attorneys on the prosecution of my claims, and I regularly contacted my attorneys to stay current on the status of the litigation, and to discuss my attorneys' progress in prosecuting the claims.

7. Since I believe I was not accurately paid wages, not provided accurate itemized wage statements, not provided meal and rest periods, I believe that I have been similarly injured as to all other class members in the settlement who worked for Defendant during the class period. I believe the claims asserted in the Complaint are also shared by the other Class Members. I worked with various other non-exempt employees, and I believe we were all treated the same and subject to the same unlawful policies.

8. Since I agreed to become a Class Representative, I have worked every step of the way with my attorneys. During the course of the litigation I have always kept the best interest of the Class Members on equal footing as mine. I have been, and I am willing to continue to pursue the Class Members' claims vigorously on our collective behalf if the Settlement is not finally approved. As a result, I firmly believe that I do not have any interests adverse to the interests of the Class Members. I have maintained the Class Members best interest from the inception of the case.

9. As a Class Representative, I have spent numerous hours consulting with my attorneys, providing documentation, consulting with other Class Members, responding to questions by my attorneys, providing documents to my attorneys, working with my attorneys to review documents received, helping my attorneys in preparing for the mediation and attending the mediation via telephone. I was consulted about the status of the case and provided constant feedback about the case from my attorneys including the mediation, settlement negotiations and eventual settlement. I estimate I have spent approximately 44 hours working on this case.

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10. I understand from my counsel that there have been zero objections and zero requests for opt out by Class Members and as a result have embraced the settlement.

11. From the beginning of this case, I have freely chosen to accept the risks of being a Class Representative in this class action lawsuit. I chose to assume these risks and pursue the claims on behalf of the Class Members as I wanted to vindicate their rights. I believe we have achieved that result with the settlement and the individual payments to the Class Members. I believe the settlement is fair reasonable and adequate based on the numerous defenses asserted by Defendant. I believe the efforts and work I put forth helped to achieve the fair settlement that will benefit the Class Members. As a result of my efforts, I also believe the Service Award is reasonable, and I respectfully request the Court approve the amount of \$5,000.00 to the named Plaintiff.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct. Executed on August 8, 2025, at Stockton, California.

DocuSigned by:

8C1A4D8652AC416...
MICHAEL GEORGE MCCANN