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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

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 _____ at _____. before the Honorable Blanca A. Banuelos 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: _____, 2025

Honorable Blanca A. Banuelos
JUDGE OF THE SUPERIOR COURT

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