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11 Attorneys for Plaintiff, MICHAEL GEORGE MCCANN,
12 Individually and on behalf of all other similarly situated

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF SAN JOAQUIN**

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

17
18 Plaintiffs,

19 v.

20 REPUBLIC SERVICES, INC.; a Delaware
Corporation; DELTA CONTAINER
21 CORPORATION, a California Corporation; and
DOES 1-50, inclusive,
22

23 Defendants.
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Case No.: STK-CV-UOE-2021-8294

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

**DECLARATION OF STACEY SHIM ON
BEHALF OF APEX CLASS ACTION, LLC, IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

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

1 I, Stacey Shim, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Project
3 Manager for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement
4 services provider who has been retained by the Parties’ Counsel and subsequently appointed by the
5 Court to serve as the Settlement Administrator for the above captioned *Michael George McCann v.*
6 *Republic Services, Inc., et. al.*, matter. On behalf of both Apex and myself, I possess the authority to
7 issue this declaration. I am personally acquainted with the information contained herein, and in the event
8 of being summoned to provide testimony, I am fully capable and willing to provide competent testimony
9 regarding these facts.

10 2. Apex Class Action’s team has been directly involved with class action administration for a
11 combined 75 years and has successfully managed numerous class action cases during that time. Our team
12 comprises experienced professionals with extensive knowledge of class action settlement administration.
13 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
14 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
15 administration process are executed accurately and efficiently.

16 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
17 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
18 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
19 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice*
20 *of Class Action Settlement*, in English (referred to as “Notice”); (b) receiving and processing requests for
21 exclusion; (c) resolving disputes among Settlement Class Members regarding the number of workweeks
22 recorded by Defendants during the Class Period, as stated on their individualized Notice.; (d) calculating
23 individual settlement award amounts; (e) processing and mailing settlement award checks; (f) handling
24 tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns
25 and other applicable tax forms; (h) managing the distribution of any unclaimed funds pursuant to the
26 terms of the Settlement; and (i) undertaking additional tasks as mutually agreed upon by the Parties or
27 as ordered by the Court for Apex to perform.

1 4. On March 12, 2025, Counsel for the Plaintiff provided Apex with the Court-approved content
2 for the Notice. Apex then generated a draft of the formatted Notice, which received approval from the
3 Parties' Counsel before being mailed.

4 5. On April 4, 2025, Counsel for the Defendants provided Apex with the class data file, comprising
5 the names, social security numbers, last known mailing addresses, hire and termination date, and the
6 total number of relevant workweeks and PAGA pay periods worked by each Settlement Class Member
7 ("Class Data"). The Class Data was successfully uploaded to our database, where it underwent a
8 thorough review to identify any duplicates or potential inconsistencies. The Class Data consisted of a
9 total of 93 individuals.

10 6. In preparation for the mailing process, all 93 names and addresses listed in the Class Data
11 underwent verification and updating against the National Change of Address (NCOA) database
12 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
13 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Notice.
14 The NCOA database contains records of requested address changes submitted to the USPS. If an updated
15 address was found in the NCOA database, it was utilized for the mailing of the Notice. However, in
16 cases where no updated address was found in the NCOA database, the original address provided by
17 Counsel for Defendants was used for the mailing of the Notice.

18 7. On June 13, 2025, the Notice was sent to all 93 individuals listed in the Class Data using U.S
19 First Class Mail. A copy of the mailed Notice is attached hereto as **Exhibit A**.

20 8. As of the date of this declaration, our office has received 0 returned Notices as undeliverable.

21 9. As of the date of this declaration, Apex has not received any requests for exclusion. The deadline
22 for submitting a request for exclusion from the Settlement is August 12, 2025.

23 10. As of the date of this declaration, Apex has not received any objections to the Settlement. The
24 deadline for submitting a written objection to the Settlement is August 12, 2025.

25 11. As of the date of this declaration, Apex has not received any disputes from Class Members. The
26 deadline for submitting a dispute is August 12, 2025.

27 12. As of the date of this declaration, Apex will report 93 Participating Class Members, constituting
28 100% of the total 93 Settlement Class Members.

1 13. The total number of workweeks worked by Participating Class Members during the Class Period
2 is 13,708.00. The Agreement's escalator clause had been triggered due to an increase in workweeks
3 during the Class Period beyond the threshold provided for in Paragraph 49(a) of the Agreement. The
4 34.60% increase in workweeks beyond the threshold identified in Paragraph 49(a) led to a 19.60%
5 increase (34.60% - 15% grace margin) to the Gross Settlement Amount, equaling \$57,820.00. The new
6 Gross Settlement Amount is \$352,820.00. The Net Settlement Amount available to Participating Class
7 Members is estimated to be \$175,475.25 and was calculated by subtracting the requested attorneys' fees
8 (\$117,606.67), the amount requested for litigation costs and expenses (\$21,288.08), the requested
9 Service Award (\$5,000.00), the requested Settlement Administration Costs (\$3,450.00), and the PAGA
10 Penalties (\$30,000.00) from the Gross Settlement Amount (\$352,820.00).

11 14. The *highest* Individual Settlement Amount to a Participating Class Member is currently estimated
12 to be approximately \$3,942.69 the *average* Individual Settlement Amount is currently estimated to be
13 approximately \$1,886.83, and the *lowest* Individual Settlement Amount is currently estimated to be
14 approximately \$12.80. These amounts are subject to employee-side tax and withholdings.

15 15. Pursuant to the Agreement, 25% of the PAGA Penalties (\$7,500.00) will be allocated to
16 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
17 cannot opt out of the PAGA settlement. There are 84 Aggrieved Employees who worked a total of
18 10,768.00 pay periods during the PAGA Period.

19 16. The *highest* individual PAGA payment to an Aggrieved Employee is approximately \$165.07, the
20 *average* individual PAGA payment to an Aggrieved Employee is approximately \$128.19, and the *lowest*
21 individual PAGA payment to an Aggrieved Employee is approximately \$0.70.

22 17. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
23 and anticipated expenses, amount to \$3,450.00. Apex will proceed with additional tasks related to this
24 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
25 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
26 upon by the Parties or ordered by the Court for Apex to undertake.

1 I declare under penalty of perjury under the laws of the State of California and the United States
2 that the foregoing is true and correct, and that this Declaration was executed this 11th day of August
3 2025, in Irvine, California.

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7 STACEY SHIM
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EXHIBIT A

Michael George Mccann v. Republic Services, Inc., et al.
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619



SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN JOAQUIN
NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

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	STK-CV-UOE-2021-8294; STK-CV-UOE-2021-0010476 ASSIGNED FOR ALL PURPOSES TO: Honorable Blanca A. Banuelos, Dept. CX10B NOTICE OF CLASS ACTION SETTLEMENT
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I. WHY DID I GET THIS NOTICE?

This notice explains that a settlement has been reached in the following case entitled: (1) *Michael George Mccann v. Republic Services, Inc., et al.*, Case No. STK-CV-UOE-2021-8294 and (2) *Michael George Mccann v. Republic Services, Inc., et al.*, Case No. STK-CV-UOE-2021-0010476 (herein referred as “The Lawsuits”). You are receiving this notice because the records of REPUBLIC SERVICES, INC. and DELTA CONTAINER CORPORATION, (collectively “Defendants”) indicate that you are a current or former non-exempt employee that falls within the following proposed “Class”, which is defined as:

all non-exempt employees who worked for Delta Container Corporation in California, during the Class Period (April 10, 2019, through March 11, 2025) (the “Class”).

This is **not** a notice of a lawsuit against you. **You are not being sued.** The Lawsuit was brought on behalf of all persons who are members of the Class (“Class Members”), for their benefit. Your participation, or non-participation, in the Settlement will not affect your employment with Defendants in any way whatsoever.

The Court has ordered that this notice be sent to you because Defendants’ records indicate that you are a Class Member. The purpose of this notice is to inform you of the proposed Settlement of the Lawsuits. The notice is also intended (i) to describe the Settlement, including how the Net Settlement Fund will be allocated and how the Settlement may affect you, and (ii) to advise you of your rights and options with respect to the Settlement.

II. WHAT IS THIS CLASS ACTION LAWSUIT ABOUT?

This Class and Representative Action Settlement Agreement and Release (“Settlement” or “Agreement”) encompasses the actions (1) *Michael George Mccann v. Republic Services, Inc., et al.*, Case No. STK-CV-UOE-2021-8294 and (2) *Michael George Mccann v. Republic Services, Inc., et al.*, Case No. STK-CV-UOE-2021-0010476.

The Lawsuits alleged various wage and hour causes of action premised on alleged violations of the California Labor Code including the failure to: pay minimum wages, overtime wages, failure to provide meal periods, failure to provide rest periods, failure to timely pay wages, failure to provide accurate wage statements, failure to keep requisite payroll records, for unfair competition, and for civil penalties pursuant to the Private Attorney's General Act.

Defendants maintain that they have complied with all applicable state and federal laws. Defendants deny any liability or wrongdoing of any kind associated with the claims asserted in the Lawsuits. Defendants agreed to the terms of the Settlement in order to avoid the time and expense associated with litigation.

For the purpose of avoiding the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiff and Defendants have negotiated a settlement whereby Defendants' has agreed to pay Three Hundred Fifty-Two Thousand Eight Hundred Twenty Dollars (\$352,820.00) to resolve the Lawsuits, and Class Members will be eligible to receive a portion of this amount. This Settlement is **not** an admission by Defendants of any liability.

III. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

Under the terms of the parties' Settlement, the following will occur if the Settlement is given final approval by the Court:

A. Defendants will pay Three Hundred Fifty-Two Thousand Eight Hundred Twenty Dollars (\$352,820.00) to settle the claims of all Class Members who do not timely opt-out.

B. A Settlement Administrator has been appointed by the Court to administer the Settlement. The Settlement Administrator will pay from the Three Hundred Fifty-Two Thousand Eight Hundred Twenty Dollars (\$352,820.00), subject to court approval: (1) Plaintiff's counsel's attorneys' fees of the litigation, up to the amount of \$117,606.67; (2) Plaintiff's counsel's litigation costs, up to the amount of \$25,000.00; (3) The expenses of administering the Settlement, up to the amount of \$10,000.00; (4) a Service Enhancement Award to Plaintiff in the amount of \$5,000.00; and (5) \$30,000.00 allocated to the settlement of Plaintiff's claim for penalties under PAGA ("PAGA Payment") that will be addressed separately. The remainder of the \$352,820.00, currently estimated to be at least \$165,213.33, will be available to be distributed to all Class Members; this amount is called the "Net Settlement Value".

C. From the Gross Settlement Amount, Defendants will pay \$30,000 Dollars for settlement of any and all Released Claims for which penalties under PAGA, Labor Code section 2698 et seq., may be sought or are otherwise available, as the PAGA Penalty Payment. Pursuant to the express requirements of Labor Code section 2699(i), the PAGA Penalty Payment shall be allocated as follows: \$22,500 (75%) to the LWDA for the enforcement of labor laws and education of employers, and \$7,500 (25%) to the Aggrieved Employees as a part of the Net Settlement Amount.

D. The Net Settlement Fund to be distributed to the Class Members will be divided as follows: Individual Settlement Payments will be paid from the Net Settlement Fund pursuant to the settlement formula. The Net Settlement Fund shall be divided among the Settlement Class Members on a pro-rata basis based on the following: (i) using the Class Information, the Settlement Administrator will compute the total number of workweeks of all Class Members collectively during the Class Period; this sum shall be known as the "Compensable Work Weeks"; (ii) the Settlement Administrator will divide the Net Settlement Fund by the Compensable Workweek total to determine the settlement value for each workweek (the "Workweek Value"); and (iii) the Settlement Administrator will multiply the number of workweeks of a Class Member during the Class Period by the Workweek Value to determine that Class Member's Individual Settlement Payment.

Each Class Member's workweeks shall be calculated by Defendants from its records. The Individual Settlement Payments will be allocated based on the allegations in the Action as follows: one-third (1/3) will be allocated as wages subject to withholding of all applicable local, state and federal taxes; and the remaining two-thirds (2/3) will be allocated between interest and penalties (pursuant to, e.g., California Labor Code §§ 203, 210, 226, 2699) from which no taxes will be withheld. The Settlement Administrator will issue to each Participating Class Member an Internal Revenue Service Form W-2 and comparable state forms with respect to the wage allocation and a Form 1099 with respect to the penalties and interest allocations.

E. If the Court grants final approval of the Settlement and you do not opt-out of the Settlement, then you will release Defendants and any parent, subsidiary, affiliate, predecessor or successor entity, and all agents, employees, contracting parties, joint employers, officers, directors and attorneys thereof, (collectively the "Released Parties") from:

Any and all claims during the time period of April 10, 2019 through March 11, 2025, alleged in either or both civil Complaints or those that could have been brought based on the claims asserted in the operative civil Complaints and/or the LWDA letter including the following: 1) failure to pay minimum and overtime wages, 2) failure to provide meal periods, 3) failure to pay all wages earned and owed upon separation from Defendants' employ, 4) failure to provide rest periods, 5) failure to provide accurate itemized wage statements, and 6) engaging in unfair business practices.

Aggrieved employees may not opt out of the PAGA Payment and will release any and all PAGA claims alleged in or that may arise out of the allegations made in the civil Complaints or Plaintiff's LWDA letter including the following: 1) failure to pay minimum and overtime wages, 2) failure to provide meal periods, 3) failure to pay all wages earned and owed upon separation from Defendants' employ, 4) failure to provide rest periods, 5) failure to provide accurate itemized wage statements.

IV. WHAT ARE MY OPTIONS?

A. You may accept your share of the \$352,820.00 settlement and be bound by the release of all claims described above and all other terms of the Settlement Agreement as approved by the Court. In order to receive your Individual Settlement Payment, you do not need to do anything.

Based on Defendants' internal records, which will be presumed to be correct unless evidence to the contrary is timely submitted to the Settlement Administrator:

Defendants' records reflect that you worked for Defendants in California for 77 weeks during the Class Period, and your estimated gross Individual Settlement Share is \$928.03. This is an estimated number and may change based on the Settlement Administrator's final calculation of the Net Settlement Amount.

The Individual Settlement Payments will be paid by check after the Settlement is given final approval by the Court. Your check will be mailed to you by the Settlement Administrator. Your check will remain valid and negotiable for 180 days from the date on which it is mailed. If any Class Member's Individual Settlement Payment check is not cashed within 180 days after it is mailed, or an envelope mailed to a Class Member is returned and no forwarding address can be located, then any such amounts shall be transmitted to the State of California Unclaimed Property division.

B. You may opt out of the Settlement and choose not to participate in it, in which case you will not receive your Individual Settlement Payment and you will not be bound by the terms of the Settlement except that if you are also an Aggrieved Employee you will receive your portion of the PAGA Payment and release the PAGA claims described in the Settlement. In order to opt out, you must send a written request for exclusion by United States mail to the Settlement Administrator, Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619, by no later than August 12, 2025. In order to be considered valid, your request for exclusion **must** be in writing and: (1) contain the name and address of the Class Member requesting exclusion; (2) contain a statement expressing that the Class Member elects to be excluded from the Settlement; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. If you elect to Opt-Out you will not be able to participate in the settlement, and will not receive a share of the settlement proceeds. You will receive your portion of the PAGA Payment, if applicable.

C. You may dispute the Calculations of Your Individual Settlement Payment. In order to dispute the amount of your Individual Settlement Payment, and the number of workweeks used to calculate the Individual Settlement Payment, you must send a written dispute by United States mail to the Settlement Administrator, Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619, by no later than August 12, 2025. In order to be considered, your dispute **must** be (1) timely; and (2) accompanied by records or documentation supporting your position such as wage statements, W2 forms, time records, calendars, memoranda, emails, or any other type of documentation. In response to any timely dispute, the Settlement Administrator will use Defendants' records and any information you provide to resolve any dispute about your workweek data.

D. You may object to the Settlement. The procedures for objecting to the settlement are described below in Section VIII of this form.

VI. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The Settlement Administrator will calculate your Individual Settlement Payment based on your number of credited workweeks and will issue and mail you a check.

B. It is important for the Settlement Administrator and the parties to the Lawsuits to have your current address in order to be able to send you other mailings regarding the Lawsuits. You should contact the Settlement Administrator to report any change of your address after you receive this notice. Failure to report a change of address may result in you not receiving your Individual Settlement Amount.

VII. HEARING ON PROPOSED SETTLEMENT

A Final Fairness Hearing, at which the Court will decide whether or not the proposed settlement is fair, reasonable, and adequate, will be held on September 11, 2025, at 9:00 a.m., in Department CX10B of the San Joaquin County Superior Court, 180 E Weber Ave, Stockton, CA 95202. The Court may adjourn or continue the hearing without further notice to you.

You are not required to attend the hearing. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense.

VIII. PROCEDURES FOR OBJECTING TO SETTLEMENT

A. You may object to the proposed Settlement as unfair, unreasonable, and/or inadequate or believe the Settlement should not be finally approved for any reason. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. You are not eligible to object to the Settlement if you choose to opt out.

B. To object to the settlement, you must either: (1) provide a written objection to the Settlement Administrator or (2) appear at the final approval hearing to state your objection. Any written objection submitted to the Settlement Administrator must: (i) state the full name and signature of the objecting Class Member; (ii) set forth, in clear and concise terms, a statement of the reasons why the objector believes that the Court should find that the proposed Settlement is not in the best interest of the Class and the reasons why the Settlement should not be approved, including the legal and factual arguments supporting the objection; (iv) state whether the objecting Class Member is represented by counsel, and identify any such counsel; (v) be filed or postmarked on or August 12, 2025. If you do decide to file your written objections and supporting papers in person, please visit the Court's website at <https://www.sjcourts.org/>, for the most current information about in-person access to the Court.

The Court retains final authority with respect to the consideration and admissibility of any objections. Counsel for the Parties shall file any response to any objections at least five (5) court days before the date of the Final Fairness and Approval Hearing.

However, if you do not opt out of the Settlement you may appear at the final approval hearing and voice an objection, whether or not you submit a prior written objection.

C. If you do not object in this manner as described, you will have given up your right to object to the Settlement. If you file an objection, you do not have to come to the Court to talk about it. As long as you submit your written objection on time, the Court will consider it. You may also pay your own lawyer to appear in Court on your behalf.

D. If you do not make your objection in the manner provided for in this notice, you will be deemed to have waived such objection and shall forever be barred from making any objection to or appealing the fairness, reasonableness, or adequacy of the Settlement.

IX. EXAMINATION OF COURT PAPERS AND QUESTIONS

This notice summarizes the Settlement. For more detailed information you may review Plaintiff's Motion for Preliminary Approval of Class Action Settlement, and all other settlement related documents and motions, which are posted for your review at <https://apexclassaction.com/republic>. Additionally, all papers filed in the Lawsuits, including Plaintiff's Motion for Preliminary Approval of Class Action Settlement and all settlement related documents and motions may be examined by accessing the Court docket, Case Number STK-CV-UOE-2021-8294, in this case through the Court's online services system, at <https://www.sjcourts.org/>. There may be a fee required to review the materials via the online court system. Additionally, all papers filed in the Lawsuits, including Plaintiff's Motion for Preliminary Approval of Class Action Settlement and all settlement related documents and motions are on file with the Clerk of the Court, Case Number STK-CV-UOE-2021-8294, which is located in the office of the Clerk of the San Joaquin Superior Court, 180 E Weber Ave, Stockton, CA 95202 and is available for viewing during regular office hours (Mon.–Fri., 8:00 a.m.-12:00p.m., excluding holidays). However, please visit the Court's website at <https://www.sjcourts.org/> for the most current information about in-person access to the Court. Please scan the QR code to directly take you to the settlement website.



If you have any questions, you can call the Settlement Administrator at (800) 355 – 0700 or any of the attorneys representing the Class (see below for Class Counsel's phone number).

ATTORNEYS REPRESENTING THE CLASS

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James R. Hawkins
Gregory Mauro
Lauren Falk
Ava Issary
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Tel: (949) 387-7200; Fax: (949) 387-6676

ATTORNEYS REPRESENTING DEFENDANTS

LITTLER MENDELSON P.C.
Irene V. Fitzgerald
Jackson Zimmerman
5200 North Palm Avenue Suite 302
Fresno, California 93704
Telephone: 559.244.7500
Fax No.: 559.244.7525

**PLEASE DO NOT CALL OR OTHERWISE ATTEMPT TO CONTACT THE
COURT OR THE CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT**
