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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

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT;
JUDGMENT**

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

1 This matter came on for hearing on September 11, 2025 at 9:00 a.m. in Department 10B of
2 the above-captioned Court on Plaintiff's Motion for Final Approval of Class Action and PAGA
3 Settlement, attorneys' fees and costs, Service Award, administration costs, PAGA payment and
4 Judgment. For purposes of this Order and Judgment, the Court refers to all defined terms (i.e.
5 terms with initial capitalization) as set forth in the Class Action and PAGA Settlement Agreement
6 and Release of Claims ("Settlement Agreement"). Having received and considered the Settlement
7 Agreement, the supporting papers filed by the Parties, and the evidence and argument received
8 by the Court in conjunction with the Motion for Preliminary Approval of Class Action Settlement,
9 and the instant Plaintiff's Unopposed Motion for Final Approval, Attorneys' Fees, Costs, Service
10 Award, Administration Costs, and Entering of Final Judgment, the Court grants final approval of
11 the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
12 DETERMINATIONS:

13 1. "Aggrieved Employees" means all non-exempt employees who worked for Delta
14 Container Corporation in California (the "Company") at any time during the PAGA Period,
15 March 14, 2021 through the date of preliminary approval of the Settlement Agreement, March
16 12, 2025.

17 2. "Settlement Class" consists of all non-exempt employees who worked for Delta
18 Container Corporation in California (the "Company"), during the Class Period (April 10, 2019
19 through the date of preliminary approval of the Settlement Agreement, March 12, 2025).

20 3. "Class Period" means the period from April 10, 2019 through March 12, 2025.

21 4. The "Effective Date" means the date when all of the following events have
22 occurred ("Effective Date"): (i) this Settlement Agreement has been executed by Plaintiff and
23 Defendants; (ii) the Court has given preliminary approval to the Settlement; (iii) the Notice has
24 been sent to the Class Members, providing them the opportunity to object to the Settlement, and
25 the opportunity to out of the Settlement; (iv) the Court has held a formal fairness hearing and
26 entered the Court's Final Order and Judgment; and (v) the later of the following events: (A) when
27 the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has
28 elapsed without any appeal, writ or other appellate proceeding having been filed; i.e., within 60

1 calendar days after entry of the Order and Judgment; (B) when any appeal, writ or other appellate
2 proceeding opposing the Settlement has been dismissed finally and conclusively with no right to
3 pursue further remedies or relief; or (C) when any appeal, writ or other appellate proceeding has
4 upheld the Court's Final Order and Judgment with no right to pursue further remedies or relief.

5 5. "PAGA Released Claims" by the Aggrieved Employees upon Final Approval of
6 the settlement means the PAGA claims that Plaintiff alleged or could have alleged against the
7 Released Parties, on behalf of the Aggrieved Employees and the State of California, based on the
8 facts stated in the Complaint and in the relevant LWDA notice letter or that could have been
9 asserted based on those facts, including all PAGA claims seeking civil penalties premised upon:
10 1) failure to pay wages including overtime; 2) failure to provide meal periods; 3) failure to provide
11 rest periods; 4) failure to pay timely wages; 5) failure to provide accurate itemized wage
12 statements; (6) unfair business practices (California Business & Professions Code, § 17200 et
13 seq.), and (7) and all other claims for civil penalties recoverable under the Private Attorneys
14 General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the LWDA Notice
15 and the Complaint.

16 6. "PAGA Period" means the period from March 14, 2021 through March 12, 2025.

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

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

24 9. "Released Class Claims" or "Class Claims" by the Participating Class Members
25 upon Final Approval of the settlement will include the claims stated in the Complaint or those
26 claims which could have been asserted in the Complaint based upon the facts in the Complaint,
27 including: 1) failure to pay wages including overtime; 2) failure to provide meal periods; 3) failure
28 to provide rest periods; 4) failure to pay timely wages; 5) failure to provide accurate itemized

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

7 10. Pursuant to the Preliminary Approval Order, the Class Notice was mailed to all
8 members of the Class by first-class U.S. mail. The Notice informed the Class of the terms of the
9 Settlement, of their right to receive their proportional Individual Settlement Payment, of their
10 right to request exclusion from the Class and the Settlement, of their right to comment upon or
11 object to the Settlement and to appear in person or by counsel at the final approval hearing and of
12 the date set for the Final Approval hearing. Adequate periods of time were provided by each of
13 these procedures.

14 11. In response to the Notice, no members objected and no members requested
15 exclusion. There are no outstanding disputes regarding the Settlement.

16 12. The Court finds and determines that this notice procedure afforded adequate
17 protections to Class Members and provides the basis for the Court to make an informed decision
18 regarding approval of the Settlement based on the Class Members' response. The Court finds and
19 determines that the Notice provided in the Action was the best notice practicable, which satisfied
20 the requirements of law and due process.

21 13. The Court further finds and determines that the terms of the Settlement are fair,
22 reasonable and adequate to the Class and to each Class Member and that the Settlement is ordered
23 finally approved, and that all terms and provisions of the Settlement Agreement should be
24 and hereby are ordered to be consummated.

25 14. The Court has certified a Class, as those terms are defined in and by the terms of
26 the Settlement Agreement, and the Court deems this definition sufficient for purposes of
27 California Rule of Court 3.765(a).
28

1 15. The Court hereby approves the terms set forth in the Settlement Agreement and
2 finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties
3 to effectuate the Settlement according to its terms. The Court finds that the Settlement was
4 reached as a result of informed and non-collusive arm's-length negotiations facilitated by a
5 neutral mediator. The Court further finds that the Parties conducted extensive investigation,
6 research, and discovery and that their attorneys were able to reasonably evaluate their respective
7 positions. The Court also finds that Settlement will enable the Parties to avoid additional and
8 potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to
9 litigate the case. The Court has reviewed the monetary recovery provided as part of the Settlement
10 and recognizes the significant value accorded to the Class.

11 16. The Court hereby confirms James Hawkins, APLC, as Class Counsel in this action.

12 17. The Court hereby confirms Plaintiff MICHAEL GEORGE MCCANN as the Class
13 Representative in this action.

14 18. The Court finds and determines that the Net Class Settlement Amount of
15 \$175,475.25 and the corresponding Participating Class Member Payments to Class Members
16 provided for by the terms of the Settlement to be paid to the Class are fair and reasonable. The
17 Court hereby gives final approval to and orders the payment of those amounts be made to the
18 participating members of the Class in accordance with the terms of the Settlement. The Court
19 hereby gives final approval to and orders that the Participating Class Member Payments be paid
20 in accordance with the Settlement.

21 19. The Court finds and determines that the \$30,000.00 PAGA Payment for alleged
22 civil penalties in this case, of which the Labor and Workforce Development Agency ("LWDA")
23 shall receive 75%, or \$22,500.00, with the remaining \$7,500.00 of the PAGA Payment payable
24 directly to Aggrieved Employees, is fair, reasonable, and appropriate. The Court hereby gives
25 final approval to and orders that the PAGA Payment be paid in accordance with the Settlement.

26 20. The Court finds and determines the Service Award in the sum of \$5,000.00 to
27 Plaintiff is fair and reasonable. The Court hereby orders the Administrator to make this payment
28 to the Plaintiff/Class Representative in accordance with the terms of the Settlement Agreement.

1 21. The Court finds and determines that the payment to be paid to the Settlement
2 Administrator, APEX Class Action Administrators in the sum of \$3,450.00 for its fees and
3 expenses incurred is fair and reasonable. The Court hereby orders the Administrator to make this
4 payment to itself in accordance with the terms of the Settlement Agreement.

5 22. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
6 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
7 \$117,606.67 and litigation costs of \$21,288.08. The Court finds such amounts to be fair and
8 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
9 accordance with the terms of the Settlement Agreement.

10 23. The Court finds and determines that the releases contained in the Settlement
11 Agreement are appropriate and shall bind all Class Members who did not timely opt out of the
12 Settlement and all PAGA Members.

13 24. On the occurrence of the Effective Date, and unless otherwise provided in the
14 Settlement, all Participating Class Members will be bound by the Settlement.

15 25. Nothing in this Order shall preclude any action to enforce the Parties' obligations
16 pursuant to the Settlement Agreement or pursuant to this Order.

17 26. The Court finds and determines that nothing in the Settlement Agreement, this
18 Order, or the Judgment (1) is intended or will be construed as an admission of liability or
19 wrongdoing by Defendant or any Released Party or (2) may be offered or admitted in evidence
20 against Defendant or any Released Party (other than solely in connection with this Settlement).

21 27. The Court hereby enters final judgment in this case in accordance with the terms
22 of the Settlement Agreement, Preliminary Approval Order and this Order.

23 28. The Parties shall bear their own costs and attorneys' fees except as otherwise
24 provided for by the Settlement Agreement and this Court's Order Granting Final Approval.

25 29. Without affecting the finality of this Order in any way, the Court retains
26 jurisdiction of all matters relating to the interpretation, administration, implementation,
27 effectuation and enforcement of this order and the Settlement.
28

1 **JUDGMENT**

2 30. This document shall constitute a judgment for purposes of California Rules of
3 Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Order, judgment shall
4 be entered within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a),
5 and Rules 3.769, and 8.104 of the California Rules of Court whereby named Plaintiff/Class
6 Representative and all Class Members and PAGA Members shall take nothing from Defendant
7 or any other Released Parties except as expressly set forth in the Settlement Agreement, in
8 conjunction with this Judgment. By operation of this Judgment, and in accordance with the
9 Settlement Agreement, upon delivery by Defendant of the Settlement Fund to the Settlement
10 Administrator will constitute the full and complete discharge of the entire obligation of Defendant
11 under the Settlement, unless anything further is requested by the Settlement Administrator to
12 ensure timely and proper disbursement.

13 31. Without affecting the finality of this Judgment, the Court pursuant to California
14 Rule of Court 3.769(h) shall retain jurisdiction over the parties to enforce the terms of the
15 Judgment.

16
17 **IT IS SO ORDERED.**

18
19 Date: _____

By: _____

20 Hon. Blanca A. Banuelos

21 Judge of the Superior Court
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