



**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, WASHINGTON  
JACQUELINE ANDERSON SMITH, CLERK  
CIVIL DIVISION**

NEW MERKLE INVESTORS, LLC, et al, )  
Plaintiffs, )  
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 )  
v. ) **CASE NO. CV- CV-2021-903302**  
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 )  
BFI WASTE SERVICES LLC et al )  
Defendants. )  
 )

**AMENDED PRELIMINARY ORDER APPROVING SETTLEMENT  
AND PROVIDING FOR NOTICE TO THE SETTLEMENT CLASS**

Plaintiffs, without objection from Defendant, have made application for an order approving the settlement of this litigation, in accordance with the Settlement Agreement which, together with its exhibits, sets out the terms and conditions of the proposed settlement and notice to the Settlement Class. Having reviewed the filings and conducted a hearing to consider the same, for good cause shown, the Motion for Preliminary Approval is GRANTED and it is further HEREBY ORDERED:

1. Pursuant to Alabama Rule of Civil Procedure 23, the Court preliminarily certifies, for purpose of effectuating the settlement only, the following Settlement Class:

All open-market commercial and industrial customers who reside in South Carolina, Florida, California, Pennsylvania, Massachusetts, Michigan, Illinois, Texas, Ohio, Indiana, Arkansas, Oklahoma, and Jefferson County, Alabama, who entered into an automatically renewing written contract for waste hauling services and/or recycling services with direct or indirect subsidiaries and affiliates of Republic Services, Inc. (“RSI”) during the Class Period and whose contract contained a rate adjustment provision that allowed for unilateral increases to adjust for increases in various enumerated costs and CPI as well as an optional cost increases based upon the customers’ consent and who paid rate increases in excess of the combined total for cost increases plus the applicable

increase in CPI at the relevant time period.”<sup>1 2</sup>

2. With regard to the Settlement Class, the Court preliminarily finds that for settlement purposes (a) the Settlement Class is so numerous that joinder of all individual Settlement Class members in a single proceeding is impracticable; (b) questions of law and fact common to all Settlement Class Members predominate over any potential individual questions; (c) the claims of the Plaintiffs are typical of the claims of the Settlement Class; (d) Named Plaintiffs and proposed Class Counsel will fairly and adequately represent the interests of the Settlement Class; and (e) a class action is the superior method to fairly and efficiently adjudicate this controversy.

3. The Court appoints New Merkle Investors, LLC; Woody’s Pizzeria, Inc.; A+ Auto Service, LLC; Budget Inns of Pensacola, Inc. d/b/a Palm Court Inn; The Albany Condo. Assoc.; JD Feldman Properties; Hermitage of Ravenswood Condominium Association; Garibian & Assoc. Accountancy. Co; Peel Holdings LLC dba Peel Pizza Co.; Coastal Community Foundation of South Carolina, Inc.; Michigan Vision Inst., PLLC; YSH Amelia LLC dba Amelia Plaza Apts.; MS Aujla LLC dba Marathon Gas Station; Red Barn Consulting, Inc.; Bryce Brewer Law Firm, LLC; Lamark, LLC;

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<sup>1</sup> Excluded from the Class are any customer (1) receiving services under the terms of a franchise agreement; (2) whose agreement expired and therefore the customer was operating without a written contract; (3) whose contract was not fully executed; (4) who signed a contract form originally drafted by the customer; (5) who signed a contract on or after April 4, 2021 (or whose contract otherwise contained a class action waiver or arbitration provision), or; (6) who negotiated material changes (which include any restrictions to payment of price increases or a term of one year or less without an auto renewal term) to the form contract presented by the waste hauling provider.

<sup>2</sup> The Class Period for the foregoing class is January 1, 2017, through September 30, 2025, inclusive of both the start and end dates for customers in Florida, California, Illinois and South Carolina; for customers located in Michigan, Ohio, and Indiana, the Class Period shall be June 1, 2019 through September 30, 2025; for customers located in Pennsylvania the Class Period shall be August 1, 2021 through September 30, 2025; for customers located in Massachusetts the Class Period shall be June 1, 2021 through September 30, 2025; for customers located in Texas the Class Period shall be September 30, 2021 through September 30, 2025; for customers located in Alabama the Class Period shall be January 1, 2017 through September 30, 2025; for customers located in Arkansas the Class Period shall be January 1, 2017 through December 31, 2018; for customers located in Oklahoma the Class Period shall be January 1, 2020 through June 30, 2021.

Buffalo Seafood House, LLC; SVO Lawn & Garden LLC; GF Restaurants Group, Inc. dba Crying Thaiger; and Andrew B. Wade D.D.S., M.S. LLC dba Wade Orthodontics as representatives of the Settlement Class.

4. The Court appoints Oscar M. Price, IV and Nicholas W. Armstrong, of Price Armstrong, LLC, H. Ryan Lutz of Cory Watson, and Ken Simon of Christian & Small LLP as Class Counsel for the Settlement Class.

5. The terms of the Settlement, as set out in the Settlement Agreement submitted to the Court, are fair, reasonable, and adequate, and the Court therefor grants preliminary approval. In making this determination, the Court considered the fact that the Settlement is the product of arm's-length negotiations facilitated by a well-respected and neutral mediator, reached only after extensive litigation by experienced and knowledgeable counsel, the benefits of the Settlement to the Settlement Class, and the risks and benefits of continuing litigation to the Parties and the Settlement Class.

6. The Court approves, as to form and content, the notice plan to the Settlement Class proposed in the Settlement Agreement and Motion for Preliminary Approval and finds that this notice is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to the members of the Settlement Class.<sup>3</sup>

7. Any Settlement Class Member may request to be excluded from the Settlement Class as set out in the Settlement Agreement and procedures presented to the Court. Such requests for exclusion must be received by the Settlement Administrator, Class Counsel, and Defendant's Counsel at least 14 days before Final Fairness Hearing and must otherwise comply with the requirements set forth in the Class Notice documents and Settlement Agreement. If the Court grants final approval of the Settlement

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<sup>3</sup> The Motion For Preliminary Approval notes that payments to members of the Settlement Class will be made by check (regardless of whether they are current or former customers), and the Court approves such a method.

Agreement and enters final judgment, all members of Settlement Class who have not submitted valid requests for exclusion shall be bound by the Final Judgment.

8. The Court will hold a Final Approval Hearing, in the Courtroom of the Honorable Shera Grant, Circuit Court of Jefferson County, Alabama, Birmingham Division, 716 Richard Arrington Jr. Blvd. N., Room 650, Birmingham, Alabama 35203, to consider: (a) whether certification of the Settlement Class for settlement purposes only should be confirmed; (b) whether the Settlement should be approved as fair, reasonable, adequate and in the best interests of the Settlement Class; (c) the application by Class Counsel for an award of attorneys' fees, costs, and expenses as provided for under the Settlement Agreement; (d) the application for Named Plaintiffs' incentive awards as provided for under the Settlement Agreement; (e) whether the release of Released Claims as set forth in the Settlement Agreement should be provided; (f) whether the Court should enter the [Proposed] Final Approval Order and [Proposed] Judgment; and (g) ruling upon such other matters as the Court may deem just and appropriate. The Final Approval Hearing may, without further notice to Settlement Class Members, be reset continued or adjourned by order of the Court.

9. Any member of the Settlement Class who wishes to object to the settlement may do so by filing a written objection with the Court and delivering a copy at least 21 days before Final Fairness Hearing and must otherwise comply with the requirements set forth in the Class Notice documents and Settlement Agreement. No objector shall be heard and no objection shall be considered unless it complies with these requirements. The Court may impose additional requirements on objectors as it deems necessary or appropriate, including the posting of bond and providing of testimony or other discovery.

10. Members of the Settlement Class may appear at the Final Fairness Hearing, at their own expense, individually or through counsel of their choice, by complying with the notice provisions set forth in the Class Notice documents and Settlement Agreement. If they do not enter an appearance, they will be represented by Class Counsel. If the Court grants final approval of the Settlement Agreement

and enters final judgment, all members of the Settlement Class who have not given appropriate notice of their intent to appear individually in accordance with the procedures outlined in the Class Notice documents and Settlement Agreement shall be deemed to have waived their right.

11. All filings in support of Final Approval and the distribution of attorney's fees and expenses, and class representative incentive awards, shall be filed and served no later than seven days before the Final Fairness Hearing.

12. The Court further enters the following timeline for events preceding the Final Approval Hearing.

a. **Notice Date:** the Settlement Administrator issues the approved Notice no later than **JANUARY 30, 2026**;

b. **Claims Deadline:** Claim forms must be postmarked or electronically submitted to the Settlement Website no later than **APRIL 30, 2026**;

c. **Deadline for Opt-Outs / Objections:** Settlement Class Members must submit their Requests for Exclusion, pursuant to the terms and conditions in the Settlement Agreement, no later than **MARCH 17, 2026**. Objections to final approval of the Settlement Agreement must be filed no later than **MARCH 10, 2026**;

d. **Submission of Papers in Support of Attorneys' Fees and Expenses:** must be filed no later than **MARCH 3, 2026**;

e. **Submission of Papers in Support of Final Approval of Settlement and in Response to any Objections:** must be filed no later than **MARCH 24, 2026**; and

f. **Final Approval Hearing:** will occur on **MARCH 31, 2026 at 3:00pm**.

**DONE this 12<sup>th</sup> day of January, 2026.**

/s/ SHERA GRANT  
CIRCUIT JUDGE