



## AlaFile E-Notice

01-CV-2021-903302.00

Judge: SHERA GRANT

To: RICHIE JOHN THOMAS  
trichie@bradley.com

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# NOTICE OF COURT ACTION

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IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

NEW MERKLE INVESTORS, LLC V. REPUBLIC SERVICES, INC. ET AL  
01-CV-2021-903302.00

A court action was entered in the above case on 3/31/2026 3:44:35 PM

ORDER

[Filer: ]

Disposition: GRANTED  
Judge: SCG  
Notice Date: 3/31/2026 3:44:35 PM

JACQUELINE ANDERSON SMITH  
CIRCUIT COURT CLERK  
JEFFERSON COUNTY, ALABAMA  
716 RICHARD ARRINGTON, JR BLVD  
BIRMINGHAM, AL, 35203

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**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA  
 BIRMINGHAM DIVISION**

NEW MERKLE INVESTORS, LLC,	)	
WOODY S PIZZERIA, INC.,	)	
A+ AUTO SERVICE, LLC,	)	
BUDGET INNS OF PENSACOLA, INC.	)	
D/B/A PALM COURT IN ET AL,	)	
Plaintiffs,	)	
	)	
V.	)	Case No.: CV-2021-903302.00
	)	
REPUBLIC SERVICES, INC.,	)	
BFI WASTE SERVICES, LLC,	)	
REPUBLIC SERVICES OF SOUTH	)	
CAROLINA, LLC,	)	
ALLIED WASTE SERVICES OF NORTH	)	
AMERICA, LLC ET AL,	)	
Defendants.	)	

**FINAL ORDER CERTIFYING CLASS, APPROVING CLASS SETTLEMENT, AND  
 ENTERING FINAL JUDGMENT**

Plaintiffs, without objection from Defendant or from any member of the class preliminarily certified, have made application for a final 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 Final Approval is **GRANTED** and it is further **HEREBY ORDERED**:

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

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." [1] [2]

2. With regard to the Settlement Class for settlement purposes only, the Court finds that (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 have fairly and adequately represented 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; 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 therefore grants approval. In making this determination, the Court considered the fact that the Settlement Agreement

provides a substantial Settlement Fund of \$40,000,000, 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, the risks and benefits of continuing litigation to the Parties and the Settlement Class, that thousands of Settlement Class Members have already submitted claims to receive benefits under the Settlement, that not a single class member has objected to any aspect of the Settlement, and that only six (6) class members opted out of the Settlement Class.

6. The Court further finds that the application by Class Counsel for an award of attorneys' fees, costs, and expenses as provided for under the Settlement Agreement is well supported and that the fees, costs and expenses are reasonable. Moreover, no class member has objected to the application. Accordingly, the Court approves an award of attorneys' fees of \$13,333,333 (33⅓% of the Settlement Fund) and reimbursement of litigation expenses in the amount of \$1,785,000, to be paid in accordance with the Settlement Agreement.

7. The Court further finds that the application for Named Plaintiffs' incentive awards as provided for under the Settlement Agreement is well supported and that those incentive awards are reasonable and justified under the circumstances. Moreover, no class member has objected to the application. Accordingly, the Court approves the award of class representative incentive awards totaling \$285,000, to be paid in accordance with the Settlement Agreement.

8. The Court hereby directs the Parties to consummate the Settlement in accordance with this Order and the terms of the Settlement Agreement.

9. This Order effectuates the release of The Released Claims as set forth in the Settlement Agreement and resolves all Released Claims against the Released Parties.

10. The Court hereby enters **FINAL JUDGMENT** in accordance with this Order. This action is **DISMISSED WITH PREJUDICE**.

[1] 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.

[2] 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.

**DONE this 31<sup>st</sup> day of March, 2026.**

**/s/ SHERA GRANT**  
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**CIRCUIT JUDGE**