

DAVID CERICOLA, RYAN GINSBERG, GINA ANGELOTTI, RICHARD KOSAK, TYLER RISSLER, ROBERT SZOSTKIEWICZ, and PICKERING MEADOWS COMMUNITY ASSOCIATION, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

A.J. BLOSENSKI, INC.,

Defendant.

**COURT OF COMMON PLEAS
CHESTER COUNTY**

No. 2023-10303-CT

AMENDED SETTLEMENT AGREEMENT

This amended Settlement Agreement (the “Settlement Agreement” or the “Agreement” (and as further defined in Section II)) amends the Settlement Agreement made and entered into on the 12th day of August, 2024, by and between Plaintiffs David Cericola, Ryan Ginsberg, Gina Angelotti, Richard Kosak, Tyler Rissler, Robert Szostkiewicz, and Pickering Meadows Community Association (“Plaintiffs”), individually and as representatives of the Settlement Class defined below, and A.J. Blosenski, Inc. (“AJB” or “Defendant”) (each a “Party” and, collectively, the “Parties”).

RECITALS

WHEREAS, Class Counsel (defined below) on behalf of one or more Plaintiff sent pre-litigation demand letters to AJB on October 10, 2023, October 26, 2023, November 3, 2023, and January 5, 2024, to which AJB provided responses on October 18, 2023 and November 6, 2023.

WHEREAS, on December 26, 2023, after sending numerous pre-litigation demand letters as described in more detail below, Plaintiffs filed a putative class action against AJB, entitled *Cericola, et al. v. A.J. Blosenski, Inc.*, 2023-10303-CT, in the Court of Common Pleas for Chester

County (“Lawsuit”), alleging, *inter alia*, that the putative class made payments to AJB for trash and recycling services that AJB failed to provide at the agreed upon days and times and at the agreed upon frequencies; that AJB imposed Fuel Surcharges (defined below) on the putative class without proper notice or contractual basis; and that AJB unilaterally decreased the frequency of its trash and recycling services without service fee reimbursement for, or reimbursement to, the putative class.

WHEREAS, on August 9, 2024, Plaintiffs filed a First Amended Class Action Complaint that included allegations that Eagle Disposal of PA Inc. (“Eagle Disposal”) engaged in similar conduct;

WHEREAS, Eagle Disposal merged with AJB on December 31, 2023, and, as such, Eagle Disposal no longer exists as a separate corporate entity;

WHEREAS, Class Counsel extensively investigated the matters alleged in the Lawsuit, including interviewing numerous members of the proposed Settlement Class (defined below) that experienced service disruptions, Fuel Surcharges, and service frequency reduction issues described in the Lawsuit;

WHEREAS, without conceding any lack of merit of any of their claims, Plaintiffs and Class Counsel have concluded that it is in the best interests of the Settlement Class to settle the Lawsuit on the terms set forth herein, which are fair, reasonable, adequate, and in the best interests of the Settlement Class;

WHEREAS, without conceding any merit to the claims in the Lawsuit, AJB has concluded that it is in its best interests to settle the Lawsuit on the terms set forth herein;

WHEREAS, Plaintiffs and AJB agree that this Settlement Agreement shall not be deemed or construed to be an admission, concession, or evidence of any violation of any federal, state, or

local statute, regulation, rule, or other law, or principle of common law or equity, or of any liability or wrongdoing whatsoever, by AJB, or of the truth of any of the alleged facts or the claims that the Plaintiffs have asserted against AJB;

WHEREAS, the Parties desire and intend by this Settlement Agreement to settle finally and completely, and effectuate a final resolution of the Lawsuit and to provide for a full and final release by the Releasing Parties of the Released Claims against the Released Parties;

WHEREAS, beginning in November 2023, the Parties engaged in extensive, complex, and arm's-length negotiations regarding the resolution of the claims alleged in the Lawsuit, and as a result the Parties believe it is appropriate for the Court to certify, pursuant to title 231, chapter 1700 of the Pennsylvania Code, a Settlement Class for settlement purposes only;

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth below, the Parties hereby agree as follows:

I. INCORPORATION OF RECITALS

The Parties incorporate by reference the Recitals set forth above as if fully set forth herein.

II. DEFINITIONS

Except where otherwise defined herein, the following definitions shall apply.

1. **"AJB"** or **"A.J. Blosenski"** means A.J. Blosenski, Inc., which also includes the former entity that was known as Eagle Disposal of PA Inc.
2. **"Claim"** means a claim made by a Claimant through the submission of a Claim Form to the Settlement Administrator pursuant to and in accordance with this Settlement Agreement.
3. **"Claimant"** means a Settlement Class Member who submits a Claim Form seeking a benefit pursuant to this Settlement Agreement.

4. “**Claim Form**” means the form to be presented to and approved by the Court for making Claims pursuant to this Settlement Agreement, a copy of which is attached as **Exhibit 1**.

5. “**Claim Period**” means 90 days from the Notice Date.

6. “**Class Counsel**” means Sauder Schelkopf LLC.

7. “**Class Period**” means October 1, 2017 to the Effective Date.

8. “**Counsel for AJB**” means Beveridge & Diamond P.C.

9. “**Court**” means the Court of Common Pleas in Chester County, Pennsylvania.

10. “**Eagle Disposal**” means the former entity that was known as Eagle Disposal of PA Inc. On December 31, 2023, Eagle Disposal merged with AJB, and, as such, Eagle no longer exists as a separate corporate entity.

11. “**Effective Date**” means the day after: (1) the Court enters a Final Approval Order approving the Settlement Agreement, and (2) all appellate rights with respect to said Final Approval Order, other than those related solely to any award of attorneys’ fees, costs or incentive payments, have expired or been exhausted in such a manner as to affirm the Final Approval Order.

12. “**Escrow Account**” means the escrow account that will be established by Class Counsel and designated as the “A.J. Blosenski Settlement Account.” This account shall serve as the depository for the Settlement Funds and shall be the source of payment of the Settlement Funds by the Settlement Administrator as directed and approved by the Court. Any interest accrued on the Settlement Funds shall be part of the Settlement Funds paid for the benefit of the Settlement Class.

13. “**Final Approval Hearing**” means the hearing conducted by the Court to determine whether to grant final approval of this Settlement and to determine the fairness, adequacy, and reasonableness of this Settlement.

14. “**Final Approval Order**” means the Final Approval Order that grants final approval of the Settlement, which is to be agreed upon by the Parties and submitted with Plaintiffs’ Motion for Final Approval and which is to be substantially in the form of **Exhibit 8**.

15. “**Fuel Surcharge**” means a surcharge or fee imposed by AJB on customers, which may have been identified on the invoices as “fuel surcharge”, “fuel and material surcharge”, “material surcharge” or a similar description, or which may have been explicitly integrated into customers’ base rates.

16. “**Fuel Surcharge Claim**” means a Claim submitted by a Claimant seeking reimbursement for Fuel Surcharges imposed by AJB on such Settlement Class Member during the Class Period without 30 days prior written notice from AJB.

17. “**HOA**” means a homeowners association or similar entity that contracts for collective arrangements of trash and/or recycling services on behalf of residential customers or individuals and households that received trash or recycling services from AJB as part of a collective arrangement. This definition does not include municipalities or governmental agencies or the individuals who receive services under agreements with municipalities or governmental agencies.

18. “**Lawsuit**” is defined as set forth in the Recitals above.

19. “**Missed Pickup**” means a trash or recycling pickup that AJB did not perform within 72 hours of a customer’s scheduled collection time, excluding any and all misses or delays that were the result of a customer’s actions or inactions, the actions or inactions of a third party outside of AJB’s control, weather, or *force majeure* events, which prevented AJB from successfully making a trash or recycling pickup and for which the reason for the failure is documented in route records or other contemporaneous company records.

20. “**Missed Pickup Claim**” means a Claim submitted by a Settlement Class Member seeking reimbursement for one or more Missed Pickups.

21. “**Notice of Settlement**” means the Notice of Class Action Settlement, which shall be in the forms attached as **Exhibit 2, Exhibit 3, and Exhibit 10**.

22. “**Notice Date**” means the date 14 days after the Preliminary Approval Date, representing the date by which the Notice Plan shall be substantially implemented.

23. “**Notice Plan**” refers to the plan for disseminating notice of the Settlement, which is described in Section VI.

24. “**Objection and Opt-Out Deadline**” means the date 45 days after the Notice Date.

25. “**Parties**” is defined as set forth in the Preamble.

26. “**Plaintiffs**” means David Cericola, Ryan Ginsberg, Gina Angelotti, Richard Kosak, Tyler Rissler, Robert Szostkiewicz, and Pickering Meadows Community Association.

27. “**Preliminary Approval Date**” means the date on which the Court enters the Preliminary Approval Order.

28. “**Preliminary Approval Order**” means the order to be entered by the Court preliminarily approving this Agreement, the Notice of Settlement, and setting a date for the Fairness Hearing. The Preliminary Approval Order to be presented to the Court for approval is attached as **Exhibit 4**.

29. “**Reduced Service Frequency Claim**” means a Claim submitted by a Claimant seeking reimbursement for trash or recycling services that were unilaterally reduced in frequency by AJB without the knowing consent of the customer (e.g. weekly service to biweekly service) during the Class Period and for which AJB did not adjust the price to reflect the reduced service frequency.

30. **“Released Claims”** means any and all claims, causes of action, demands, debts, suits, liabilities, obligations, damages, entitlements, losses, actions, rights of action and remedies of any kind, nature and description, whether known or unknown, asserted or unasserted, foreseen or unforeseen, regardless of any legal or equitable theory, existing now or arising in the future, by Plaintiffs and any and all Settlement Class Members (including their successors, heirs, beneficiaries, executors, administrators, assigns and representatives) to or against any Released Party, which in any way arise from or relate to (i) missed or delayed trash and recycling services by AJB and/or Eagle Disposal, (ii) reduced frequency of trash and recycling services by AJB and/or Eagle Disposal, and (iii) Fuel Surcharges imposed by AJB and/or Eagle Disposal during the Class Period. The **“Released Claims”** described immediately above include, without limitation, all claims, causes of action, demands, debts, suits, liabilities, obligations, damages, entitlements, losses, actions, rights of action and remedies of any kind, nature and description arising under any state, federal or local statute, law, rule, regulation, and/or common law, and also including any consumer protection, consumer fraud, unfair business practices or deceptive trade practices statutes or laws, any common law causes of action or theories of liability or recovery, and any legal or equitable theories whatsoever including tort, contract, products and/or strict liability, negligence, fraud, misrepresentation, concealment, consumer protection, restitution, quasi-contract, unjust enrichment, the Uniform Commercial Code and any federal, state or local derivations thereof, and/or any other statutory or common law theories of liability and/or recovery, whether in law or in equity, and whether known or unknown, and for any and all injuries, losses, damages, remedies, recoveries or entitlements of any kind, nature and description, in law or in equity, under statutory and/or common law, and including, but not limited to, compensatory damages, economic losses or damages, exemplary damages, punitive damages, statutory damages,

statutory penalties or rights, restitution, unjust enrichment, injunctive relief, and any other legal or equitable relief. This release expressly exempts claims for personal injuries, death, and property damage, including subrogation for the same.

31. **“Released Party” or “Released Parties”** means AJB and each of its past, present, and future members, owners, direct and indirect parent companies, subsidiaries, managers, divisions, predecessors, successors, holding companies, and affiliated companies and corporations, and each of the past, present, and future directors, officers, managers, members, employees, contractors, general partners, limited partners, investors, controlling persons, owners, trustees, principals, agents, associates, administrators, insurers, reinsurers, shareholders, attorneys, accountants, advisors, consultants, assignors, assignees, representatives, fiduciaries, predecessors, successors, divisions, joint ventures, or related entities of those companies including, but not limited to, vendors, subvendors, contractors, subcontractors, and other service providers.

32. **“Releasing Parties”** means Plaintiffs and the Settlement Class Members and their respective assigns, heirs, successors, predecessors, parents, subsidiaries, officers, directors, shareholders, members, managers, partners, principals, representatives, and employees (each solely in their respective capacity as such), and all those who assert or could assert Claims on their behalf.

33. **“Request for Exclusion”** means a request submitted by a Settlement Class Member to opt out the Settlement, which request is made pursuant to the requirements set forth in section VII of this Agreement and consistent with Pennsylvania Rule of Civil Procedure Pa.R.C.P. No. 1711.

34. **“Settlement”** or **“Settlement Agreement”** or **“Agreement”**, as defined in the Preamble, means this Settlement Agreement and all exhibits attached hereto and incorporated herein by reference.

35. **“Settlement Administrator”** means Epiq Class Action & Claims Solutions, Inc., which shall be requested to be appointed by the Court in the Preliminary Approval Order.

36. **“Settlement Class”** means:

All current and former customers of AJB and/or Eagle Disposal, including HOAs. The **“Settlement Class”** also includes all residents of households where a current or former AJB or Eagle Disposal customer or party received trash and recycling services, notwithstanding the identity of the person who actually contracted and/or paid for services.

Excluded from the Settlement Class are: (i) AJB, its officers, directors, affiliates, legal representatives, employees, successors, and assigns, and entities in which AJB has a controlling interest; (ii) the judge presiding over the Lawsuit and any member of the Court’s staff and immediate family; (iii) local, municipal, state, and federal governmental entities; (iv) individuals who receive(d) services pursuant to agreements between AJB and municipalities or governmental agencies; and (v) Temporary Roll-Off Customers.

37. **“Settlement Class Member”** means a member of the Settlement Class who does not submit a timely and valid Request for Exclusion from the Settlement pursuant to Section VII. Settlement Class Members include HOAs, as well as all individuals that received trash or recycling services from AJB as part of a collective arrangement or who paid for such services (regardless of whether such costs were itemized) to a private entity or association, such as an HOA, rather than to AJB directly.

38. **“Settlement Funds”** means the amount paid by Defendant pursuant to Section IX of this Agreement. All attorneys’ fees paid to Class Counsel, all costs of issuing the Class Notice and administering the Settlement, and all other costs or fees incurred by Class Counsel or Class Counsel’s agents or designees will be paid from the Settlement Funds.

39. “**Settlement Notice**” means the notice or notices required by the Notice Plan for providing notice of this Settlement to the Settlement Class, as set forth in Section VI.

40. “**Settlement Website**” means the website to be established by the Settlement Administrator pursuant to Section VI.

41. “**Temporary Roll-Off Customers**” means customers that received a roll-off container from AJB for either a one-time use or on an on-call basis.

III. SETTLEMENT CONSIDERATION

In consideration for the full and complete Release of all Released Claims against all Released Parties by Plaintiffs and the Settlement Class, and the dismissal of the Lawsuit with prejudice, AJB agrees to provide the following consideration to the Settlement Class:

1. **Settlement Fund.** Payments will be made by AJB into the Escrow Account as follows. AJB will make an initial payment of \$250,000. AJB will further make one subsequent additional payment, of an amount sufficient to cover all required distributions from the Escrow Account as described below, up to a maximum of \$125,000 (for a total of \$375,000). If the amount required to cover all required distributions from the Escrow Account is more than \$250,000 but less than \$375,000, AJB’s subsequent additional payment will be the additional amount, above \$250,000, required to cover all required distributions, rounded up to the nearest \$10,000 increment (or to \$375,000, if lesser). Under no circumstances shall AJB pay more than a total of \$375,000 into the Escrow Account. These Settlement Funds in the Escrow Account shall be used to make any and all payments necessary in this Settlement, including payments to Claimants for valid and timely submitted Fuel Surcharge Claims and Reduced Service Frequency Claims, as set forth below, payments for any administrative or other costs, and payments for attorneys’ fees, expenses and service awards to the Plaintiffs. Payments to Claimants for Missed Pickup Claims, however,

shall not be made from Settlement Funds in the Escrow Account, as set forth below. AJB shall pay the initial \$250,000 payment for the Settlement Funds into the Escrow Account no later than ten (10) business days after Final Settlement Approval. AJB may pay the Settlement Funds into the Escrow Account after the Court issues its Final Approval Order and Judgment and prior to the Final Settlement Approval, but the Settlement Funds shall not be allocated or distributed prior to the Effective Date.

2. **Reimbursements for Missed Pickups.** AJB will pay or issue credits in response to (i) eligible Missed Pickup Claims submitted by a Settlement Class Member during the Claim Period or (ii) eligible Missed Pickups confirmed by AJB pursuant Section V(2), as follows. For Settlement Class Members that paid for trash or recycling service for a period during which one or more Missed Pickups occurred during the Class Period that were not already reimbursed by AJB, the Settlement Class Member is eligible for a reimbursement for the value of the total number of unreimbursed Missed Pickups consistent with and subject to the requirements in Section V. The value for an unreimbursed Missed Pickup is determined by first calculating the Settlement Class Member's price per pickup for the service type during the applicable service period using the Settlement Class Member's applicable service rate (not including any surcharge), and multiplying that price per pickup by the number of confirmed Missed Pickups. Where more than one Settlement Class Member received trash or recycling service at the same service address on the occasion of a confirmed Missed Pickup at that address, only one Settlement Class Member is entitled to make a Missed Pickup Claim for that Missed Pickup. For Missed Pickups occurring at service addresses governed by HOA contracts with AJB, where both the HOA and the residents at the service address are Settlement Class Members, only one Settlement Class Member – either HOA or resident – is entitled to make a Missed Pickup Claim for that Missed Pickup. In the event

that both resident and HOA make a Missed Pickup Claim, the Claim of the Claimant that contracted directly with AJB shall take precedence. In any event, and except for eligible Missed Pickups identified by AJB pursuant to Section V(2), AJB will not make reimbursements for more than thirty (30) Missed Pickups at any given service address, notwithstanding any other circumstances or eligibility. The Settlement Fund will not be used for purposes of making payments or issuing credits by AJB pursuant to this Section.

3. **Cancellation of Auto-Renewal.** AJB agrees, and Settlement Class Members mutually agree, that all written contracts between AJB and Settlement Class Members with residential service contracts (excluding HOA contracts) will expire at the end of their respective current terms, rather than auto-renew for additional terms, and the provisions of the written residential service contracts (excluding HOA contracts) shall no longer apply upon expiration. This agreement for the expiration of all written contracts at the end of their respective current terms supersedes any language to the contrary in any contract between AJB and a Settlement Class Member and no further action is required to effectuate each expiration.

IV. SETTLEMENT FUNDS DISTRIBUTION

The Settlement Funds shall be administered and distributed only as provided in this Agreement. For each Claim category addressed below, no more than one Claim may be submitted per service address, no matter the number of Settlement Class Members residing or otherwise being serviced at that address, and no matter whether the Claim is filed by a resident at the service address or by a collective entity, like an HOA, regarding service at that service address. Settlement Class Members are permitted to amend an existing Claim during the Claims Period. In the event that both resident and HOA file a Claim based on the same service address, the Claim of the

Claimant that contracted directly with AJB shall take precedence. The Settlement Funds shall be allocated and distributed within thirty (30) days after Final Settlement Approval as follows:

1. **Fuel Surcharge Claims.** For each Claimant who submits a valid Fuel Surcharge Claim during the Claim Period, the Claimant is eligible to receive a disbursement up to the amount the Claimant paid for the first imposed Fuel Surcharge. The amount reimbursed will depend upon the number of valid claims submitted. Should insufficient Settlement Funds exist in the Escrow Account to pay in full all Fuel Surcharge Claims made during the Claim Period, a *pro rata* reduction shall be applied uniformly across all valid Fuel Surcharge Claims in an amount sufficient – but not greater than necessary – to allow the available Settlement Funds to be distributed to all Claimants with valid Fuel Surcharge Claims in satisfaction of those claims. The payment of valid Fuel Surcharge Claims from Settlement Funds, whether in full or *pro rata*, shall be deemed to be full satisfaction of valid Fuel Surcharge Claims under this Agreement, and Claimants shall have no further recourse for payment of Fuel Surcharge Claims.

2. **Reduced Service Frequency Claims.** Each Claimant who submits a valid Reduced Service Frequency Claim during the Claim Period related to reduced trash pickup service shall be eligible to receive reimbursement of his/her/its standard price per trash pickup for each trash pickup not made, as a result of the reduction in trash service frequency, for the time period running from the initial reduction of service through the end of the Settlement Class Member's respective contract period. Separately, each Claimant who submits a valid Reduced Service Frequency Claim related to reduced recycling pickup service shall be eligible to receive reimbursement of his/her/its standard price per recycling pickup for each recycling pickup not made, as a result of the reduction in recycling service frequency, for the time period running from the initial reduction of service through the end of the Settlement Class Member's respective

contract period. Should insufficient Settlement Funds exist in the Escrow Account to pay in full all valid Reduced Service Frequency Claims made during the Claim Period, a *pro rata* reduction shall be applied uniformly across all valid Reduced Service Frequency Claims in an amount sufficient – but not greater than necessary – to allow the available Settlement Funds to be distributed to all Claimants with valid Reduced Service Frequency Claims in satisfaction of those Claims. The payment of valid Reduced Service Frequency Claims from Settlement Funds, whether in full or *pro rata*, shall be deemed to be full satisfaction of valid Reduced Service Frequency Claims under this Agreement, and Claimants shall have no further recourse for payment of Reduced Service Frequency Claims. Notwithstanding the above, no Claimant’s cumulative Reduced Service Frequency Claims shall be reimbursable for an amount totaling greater than \$75 for any Claimant that pays AJB for trash and recycling on a subscription basis without a contract. For Claimants that are enrolled in a contract term of one year or more, no such Claimant’s cumulative Reduced Service Frequency Claims shall be reimbursable for an amount totaling greater than \$150.

3. Class Counsel will apply for attorneys’ fees in an amount not to exceed one-third of the value of the total Settlement Funds, net of costs, for their efforts on behalf of the Class, and such application shall be subject to review and approval by the Court.

4. Any remaining amounts in the Escrow Account after payment of valid Fuel Surcharge Claims and valid Reduced Service Frequency Claims, payment of attorneys’ fees, and payment of claims administration and other costs associated with the Settlement, shall be divided equally and each half then paid to both the Chester County Food Bank and the Brandywine Valley SPCA.

V. CLAIMS SUBMISSION AND CLAIMS ADMINISTRATION

1. Payment for Claims Submitted by Settlement Class Members.

a. ***Fuel Surcharge Claims and Reduced Service Frequency Claims.*** Each Claimant who submits Fuel Surcharge Claims and Reduced Service ***Frequency*** Claims during the Claim Period that are timely and that satisfy the requirements described below is eligible to receive a payment via check in accordance with the amounts identified in Section IV, above.

b. ***Missed Pickup Claims.*** Each Claimant who submits Missed Pickup Claims during the Claim Period that were not reimbursed pursuant to Section V(2) and that are timely and that meet the requirements described below, is eligible to receive a payment as follows. For eligible Claimants who are current customers of AJB, a credit will be made to their account in accordance with the amounts identified in Section III(2) above, which will be disclosed on their invoice and a brief description of the nature of the credit will be provided (e.g. “account credit for missed pickups on October 10, 2023 and October 17, 2023”). For eligible Claimants who are former customers of AJB, they will receive a payment via check in accordance with the amounts identified in Section III(2), above. The memo line of the check will disclose the nature of the credit (e.g. “payment for missed pickups on October 10, 2023 and October 17, 2023”).

2. Automatic Payments for Certain Categories of Settlement Class Members.

AJB will conduct a search of its internal records to identify all Settlement Class Members who are eligible for relief under Section III(2) of this Agreement for Missed Pickups that occurred from 2022 to the Preliminary Approval Date and which were not already reimbursed by AJB. For any such Settlement Class Members that AJB identifies in this category, it shall automatically issue credits for Settlement Class Members that are current customers of AJB or checks for Settlement

Class Members that are former customers of AJB within 45 days of the Preliminary Approval Order. If a Settlement Class Member does not receive an automatic credit or check from AJB but the Settlement Class Member believes it is entitled to such a credit or payment, the Settlement Class Member may submit a Claim with the necessary documentation pursuant to Section V(3).

3. Claims Submission. Any Settlement Class Member who wishes to submit a Claim must timely complete, sign and submit a Claim Form and provide the Settlement Administrator with all requested information. All Claim Forms shall be submitted under oath. Claim Forms will be able to be completed and submitted on the Settlement Website. Paper copies of Claim Forms will also be available upon request to be completed manually and then submitted either on the Settlement Website or to a mailing address to be established and monitored by the Settlement Administrator. In addition to a completed Claim Form, Settlement Class Members will have the option to submit documents in support of their Claim, including invoices, proof of payments, complaints sent to AJB, and any other document that may support their eligibility for a payment or credit under the Settlement. For Missed Pickup Claims submitted by a Settlement Class Member, the Settlement Class Member must either submit documentation with the Claim Form, or submit a declaration described below, that sufficiently demonstrates a Missed Pickup occurred during the Class Period. In addition, where more than 15 Claims are made for the same service address, all Claims beyond the first 15 Claims will be subjected to increased scrutiny, including the submission of call records, emails, text messages, letters, or any other communications between Settlement Class Members and AJB, in order to prevent the payment of fraudulent claims. Claims made pursuant to Section III(2) that include contemporaneous written documentation of the Missed Pickup shall be entitled to a rebuttable presumption of validity, but AJB shall be entitled to rebut any Missed Pickup Claim by use of its own business records or other documentation.

4. **Declarations**. For each Settlement Class Member who does not have access to past documentation from AJB (invoices, payments, complaints, etc.), the Settlement Class Member has the option to submit a declaration in the form attached as **Exhibit 5**, executed under penalty of perjury, attesting to their eligibility to submit a Claim Form. For any Claimant that submits a declaration, AJB shall have the burden to rebut the Claim, and provide Class Counsel and the Settlement Administrator with a list of reasons that it contends should result in the denial of the Claim.

5. **Claims Review**. The Settlement Administrator shall process and review Claims as promptly as possible in accordance with the provisions in this Settlement Agreement.

6. **Deficient Claims**. A Claim that does not meet each of the applicable requirements set forth in this Agreement is deficient and shall be responded to by the Settlement Administrator using the form Notice of Deficiency attached as **Exhibit 6**. Claimants shall have thirty (30) days to attempt to cure any deficiencies.

7. **Denied Claims**. If a Claimant does not cure the deficiencies within their Claim by the deadline in Section V(6), the Settlement Administrator shall deny the Claim in whole or in part. A copy of the form denial is attached as **Exhibit 7**.

8. **Dispute Resolution**. Either Party shall have the right to challenge any potential errors made by the Settlement Administrator in the processing, handling, reviewing, approving, and paying of claims. The Claim Form shall disclose that additional information may be requested to permit any additional review that may be required, and that either Party has the right to challenge the Settlement Administrator's decision denying or approving claims by submitting a request to the Settlement Administrator, which shall be shared by the Settlement Administrator with Class Counsel and Counsel for AJB, requesting reconsideration of the Settlement Administrator's

decision; however, neither the Parties nor a Claimant shall have the right to further contest the denial or approval of the Settlement Administrator through litigation or otherwise.

9. Fraudulent Claims. If the Settlement Administrator suspects fraud or misleading conduct with respect to any Claim, the Settlement Administrator will immediately bring the Claim to the attention of Class Counsel and Counsel for AJB, who shall meet and confer with the Settlement Administrator concerning the Claim, and who reserve the right to bring the Claim to the attention of the Court or the appropriate authorities. Likewise, if Class Counsel or Counsel for AJB suspect fraud or misleading conduct with respect to any Claim, they shall meet and confer with the Settlement Administrator concerning the Claim, and they reserve the right to bring the Claim to the attention of the Court or the appropriate authorities.

10. Duties of the Settlement Administrator. The Settlement Administrator shall: (a) use any personal information acquired as the result of this Agreement solely for purposes of evaluating and paying Claims under this Agreement; (b) assign a manager to oversee the protection and appropriate management of personal information and review its internal system to manage the protection of personal information to ensure consistent performance and constant improvement; (c) take security countermeasures to prevent unauthorized access to personal information and the loss, destruction, falsification and leakage of personal information; (d) if outsourcing the handling of personal information, determine that outsourced companies take steps to ensure appropriate management of the information to prevent leaks of personal or confidential information, and prohibit reuse of information for other purposes; (e) respond immediately with appropriate measures when necessary to disclose, correct, stop using, or eliminate contents of information; (f) within 30 days after the completion of the latest possible check-cashing period following the conclusion of the Claim Period, and in compliance with applicable retention law, destroy all

personal information obtained in connection with this Settlement in a manner most likely to guarantee that such information cannot be obtained by unauthorized Persons.

11. Settlement Administrator Accounting. The Settlement Administrator shall maintain a complete and accurate accounting of all receipts, expenses, and payments made pursuant to this Settlement Agreement. The accounting shall be made available on reasonable notice of not less than two (2) business days from Class Counsel and Counsel for AJB.

12. Removal of the Settlement Administrator. If the Settlement Administrator fails to perform adequately, the Parties may agree to remove the Settlement Administrator by petitioning the Court to do so.

13. No Liability for Claims Administered Pursuant to Agreement. No Person shall have any claim against AJB, Counsel for AJB, Plaintiffs, Class Counsel, the Released Parties, and/or the Settlement Administrator based on the Court-approved Notice of Settlement or Notice Plan, or any determinations, distributions, or awards made with respect to any Claim. This provision does not affect or limit in any way the right of review of any disputed Claim as provided in this Settlement Agreement. The applicable dispute procedures set forth in Section V.8 shall be the sole and exclusive means of resolving disputes based on any determinations, distributions, awards, or Settlement Payments made with respect to any Claim. For the avoidance of doubt, in no event shall Plaintiffs, Class Counsel, AJB, or Counsel for AJB have any liability for claims of wrongful or negligent conduct on the part of the Settlement Administrator, or their agents.

VI. NOTICE PLAN

1. Settlement Class. The Settlement Administrator shall be responsible for following the Settlement and the Notice Plan:

a. On an agreed upon date, but in no event more than fourteen (14) days after entry of the Preliminary Approval Order, the Settlement Administrator shall cause individual Notice of Settlement to be sent, by electronic mail or first class mail, to the current or last known e-mail or physical addresses of all reasonably identifiable Settlement Class Members. Defendant may format the Class Notice in such a way as to minimize the cost of the mailing, so long as Settlement Class Members can reasonably read it and Class Counsel approves all changes and formatting.

b. For purposes of identifying Settlement Class Members, the Settlement Administrator shall obtain the names and current or last known email or physical addresses of Settlement Class Members from AJB.

c. Prior to mailing the Notice of Settlement, the Settlement Administrator shall conduct an address search through the United States Postal Service's National Change of Address database to update the address information for Settlement Class Members. For each individual Notice of Settlement that was sent via e-mail and is returned as undeliverable, the Settlement Administrator shall resend the Notice of Settlement by first class mail to the current or last known physical addresses of the affected Settlement Class Member. For each individual Notice of Settlement that was sent by first class mail and is returned as undeliverable, the Settlement Administrator shall re-mail all Notices of Settlement where a forwarding address has been provided. For the remaining undeliverable notices where no forwarding address is provided, the Settlement Administrator shall perform an advanced address search (e.g., a skip trace) and re-mail any undeliverable to the extent any new and current addresses are located.

d. The Settlement Administrator shall diligently, and/or as reasonably requested by counsel for the Parties, report to counsel for the Parties the number of individual Notices of

Settlement originally emailed and mailed by first class mail to Settlement Class Members, the number of individual Notices of Settlement initially returned as undeliverable, the number of additional individual Notices of Settlement mailed after receipt of a forwarding address, and the number of those additional individual Notices of Settlement returned as undeliverable.

2. **Settlement Website.** The Settlement Administrator shall implement a Settlement website that contains the following information: (a) instructions on how to submit a Claim; (b) instructions on how to contact the Settlement Administrator or Class Counsel; (c) a copy of the Claim Form, Notice of Settlement, the Settlement Agreement, related court documents, and other documents to be agreed upon by counsel for the Parties; (d) the deadlines for any objections, requests for exclusion, and submission of claims; (e) the date, time, and location of the Final Approval Hearing; and (f) any other information agreed upon by counsel for the Parties. AJB will provide a link to the Settlement Website on <https://www.ajblosenski.com/>, in the “A.J. Blosenski, Inc.” app, and in its billing statements sent to Settlement Class Members. Class Counsel will also provide a link to the Settlement Website on its firm website.

3. **Settlement Administrator Affidavit.** No later than ten (10) days after the Notice Date, the Settlement Administrator shall provide an affidavit to counsel for the Parties, attesting that the Notice Plan was executed in a manner consistent with the terms of this Agreement or those required by the Court.

VII. OPT-OUTS AND OBJECTIONS

1. **Requests for Exclusion.** Settlement Class Members may submit a Request for Exclusion from (*i.e.*, “opt-out” of) the Settlement pursuant to Pennsylvania Rule of Civil Procedure Pa.R.C.P. No. 1711. A member of the Settlement Class who submits a valid Request for Exclusion cannot object to the Settlement and is not eligible to receive any Settlement Payment.

a. To validly request exclusion from the Settlement Class, a member of the Settlement Class must submit a written request to opt-out to the Settlement Administrator so that it is postmarked on or before the Objection and Opt-Out Deadline stating that “I wish to exclude myself from the Class Action Settlement” (or substantially similar clear and unambiguous language). That written request shall contain the Settlement Class member’s printed name, current address, telephone number, email address (if any), and address where trash and recycling services were rendered by AJB and/or Eagle Disposal. The Request for Exclusion must contain the actual written signature of the Settlement Class member seeking to exclude himself or herself from the Settlement Class.

b. Requests for Exclusion cannot be made on a group or class basis, except that joint owners of the same residence or structure may opt out by using the same form so long as it is individually signed by each joint owner.

c. The Settlement Administrator will provide copies of all Requests for Exclusion to counsel for the Parties on a weekly basis by email.

d. Any Settlement Class Member who does not submit a valid and timely written Request for Exclusion shall be bound by all subsequent proceedings, orders and judgments in this Lawsuit, including, but not limited to, the Release, the Final Approval Order, and the Final Judgment, even if such Settlement Class Member has litigation pending, or subsequently initiates litigation, against any Released Party relating to the Released Claims.

e. A member of the Settlement Class who opts out can, on or before the Objection and Opt-Out Deadline, withdraw their Request for Exclusion by submitting a written request to the Settlement Administrator stating their desire to revoke their Request for Exclusion along with their written signature.

f. Any statement or submission purporting or appearing to be both an objection and opt-out shall be treated as a Request for Exclusion.

g. Not later than seven (7) days after the Objection and Opt-Out Deadline, the Settlement Administrator shall provide to counsel for the Parties a complete list of opt-outs together with copies of the opt-out requests and any other related information.

2. **Objections.** Any Settlement Class Member who does not submit a written Request for Exclusion may present a written objection to the Settlement explaining why he, she, or it believes that the Settlement should not be approved by the Court as fair, reasonable, and adequate. A Settlement Class Member who wishes to submit an objection must deliver to the Settlement Administrator so that it is postmarked on or before the Objection and Opt-Out Deadline, a detailed written statement of the objection(s) and the aspect(s) of the Settlement being challenged, as well as the specific reasons, if any, for each such objection, including any evidence and legal authority that the Settlement Class Member wishes to bring to the Court's attention.

a. That written statement shall contain (a) the Settlement Class Member's printed name, address, telephone number, email address (if any), and date of birth (if applicable); (b) evidence showing that the objector is a Settlement Class Member, including the address of the residence or structure where trash and recycling services were rendered by AJB and/or Eagle Disposal; (c) any other supporting papers, materials, or briefs that the objecting Settlement Class Member wishes the Court to consider when reviewing the objection; (d) the actual written signature of the Settlement Class Member making the objection; and (e) a statement whether the objecting Settlement Class Member and/or his, her, or its counsel intend to appear at the Final Approval Hearing.

b. A Settlement Class Member may object on his, her, or its own behalf or through an attorney; however, even if represented, the Settlement Class Member must individually sign the objection and all attorneys who are involved in any way asserting objections on behalf of the Settlement Class Member must be listed on the objection papers. Counsel for the Parties may take the deposition of any objector prior to the Final Approval Hearing in a location convenient for the objector.

c. If a Settlement Class Member or counsel for the Settlement Class Member who submits an objection to this Settlement has objected to a class action settlement on any prior occasion, the objection shall also disclose all cases in which they have filed an objection by caption, court and case number, and for each case, the disposition of the objection.

d. Any objector who files and serves a timely written objection as described above may appear at the Final Approval Hearing, either in person at their own expense or through personal counsel hired at the objector's expense, to object to the fairness, reasonableness, or adequacy of any aspect of the Settlement on the basis set forth in the written objection. As noted above, objectors or their attorneys who intend to make an appearance at the Final Approval Hearing must state their intention to appear in the objection.

e. Any Settlement Class Member who fails to comply with the provisions of Sections E.2.a. to E.2.d. shall waive and forfeit any and all rights that he, she, or it may have to appear separately and/or to object to the Settlement, and shall be bound by all the terms of this Settlement Agreement and by all proceedings, orders and judgments in the Lawsuit, including, but not limited to, the Release, the Final Approval Order, and the Final Judgment, even if such Settlement Class Member has litigation pending or subsequently initiates litigation against any Released Party relating to the Released Claims.

f. An objector shall be entitled to all of the benefits of the Settlement if this Settlement Agreement and the terms contained herein are approved, as long as the objector complies with all requirements of this Settlement Agreement applicable to Settlement Class Members, including the timely and complete submission of a Claim Form and other requirements herein. A Settlement Class Member who objects can, on or before the Final Approval Hearing, withdraw their objection by submitting a written request to the Settlement Administrator stating their desire to withdraw their objection along with their signature.

g. The Settlement Administrator shall provide counsel for the Parties with copies of any objections received on a weekly basis by email.

VIII. RELEASE

1. **Release**. The Parties intend that this Settlement Agreement will fully and finally dispose of the Lawsuit and the Released Claims. As of the Effective Date, each of the Releasing Parties will be deemed to have completely released and forever discharged the Released Parties, and each of them, from and for any and all Released Claims (the “Release”).

2. **No Assignment of Claims**. Plaintiffs represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under the Settlement Agreement. Plaintiffs further acknowledge that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Lawsuit, including without limitation, any claim for benefits, proceeds, or value under the Lawsuit, and that the Plaintiffs are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Lawsuit or in any benefits, proceeds, or values under the Lawsuit.

3. **All Fees and Costs.** Without in any way limiting its scope, and, except to the extent otherwise specified in the Settlement Agreement, the Release covers by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, consultant fees, interest, litigation fees, costs, or any other fees, costs, and/or disbursements incurred by any attorneys, Class Counsel, Plaintiffs, or Settlement Class Members who claim to have assisted in conferring the benefits under this settlement upon the Settlement Class.

4. **Dismissal with Prejudice.** Upon the Effective Date, the Released Claims of the Settlement Class Members and Releasing Parties will be dismissed with prejudice.

IX. ATTORNEYS' FEES AND SERVICE AWARDS

1. Only after agreeing to the material terms set forth in this Settlement Agreement and the structure of relief for the Settlement Class, the Parties negotiated the maximum amount of any attorneys' fees, costs, and service awards that Class Counsel and Plaintiffs would seek, subject to the approval of the Court.

2. Within the time period established by the Court, and no later than fourteen (14) days prior to the Objection and Opt Out Deadline, Class Counsel will file a Motion for Attorneys' Fees, Cost and Service Awards, which shall be included on the Settlement Website. Class Counsel shall apply for attorneys' fees and reimbursement of costs and service awards to each David Cericola, Ryan Ginsberg, Gina Angelotti, Richard Kosak, Tyler Rissler, Robert Szostkiewicz and Pickering Meadows Community Association, in recognition of their time, costs, and effort in the Lawsuit, including, for example, gathering documents and materials and performing other representative duties.

3. Class Counsel shall provide a W-9 Form prior to such payment. Class Counsel shall be responsible for distributing the service awards to Plaintiffs.

4. AJB reserves the right to oppose any fee request, whether for attorneys' fees or service awards, that it considers unreasonable.

5. The Attorneys' Fees, Costs, and Service Awards approved by the Court shall be (i) paid within fourteen (14) days after the latter of the Effective Date or AJB's receipt of Class Counsel's W-9 Form, and (ii) paid by wire transfer to Sauder Schelkopf LLC from existing Settlement Funds in the Escrow Account. Under no circumstances will AJB be liable to Class Counsel, or any other attorney or law firm, for, because of, relating to, concerning, or as a result of any payment or allocation of attorneys' fees made in accordance with this Settlement Agreement.

6. Counsel shall not be entitled to any compensation from any Released Party for fees or expenses beyond that provided in this Section, including, without limitation, any fees or expenses incurred in their cooperation in the administration of this Settlement Agreement. Under no circumstances will AJB be liable for attorneys' fees, costs, or expenses other than can be paid by Settlement Funds in the Escrow Account, subject to the limitations and caps described above.

X. PRELIMINARY APPROVAL OF THE SETTLEMENT

1. Within five (5) days after execution of this Agreement, Class Counsel shall file with the Court a Motion for Preliminary Approval of Class Action Settlement requesting that the Court certify the Settlement Class for settlement purposes only and enter a Preliminary Approval Order.

2. The Motion for Preliminary Approval of Class Action Settlement shall seek to appoint Plaintiffs as representatives of the Settlement Class and Class Counsel as counsel for the Settlement Class.

3. Plaintiffs, who have executed this Settlement Agreement and agree to be bound by it, believe the Settlement is in the best interests of the Settlement Class.

4. Pursuant to the procedure described herein, Plaintiffs will seek the Court's certification of the Settlement Class for settlement purposes only.

XI. FINAL APPROVAL OF THE SETTLEMENT

1. **Motion for Final Approval of Settlement**. Pursuant to the schedule set by the Court in its Preliminary Approval Order and at least fourteen (14) days prior to the Final Approval Hearing, Class Counsel shall file a motion and supporting papers requesting that the Court grant final approval of this Settlement Agreement and for entry of a Final Approval Order substantially in the form attached as **Exhibit 8** and **Exhibit 9**.

2. **Final Judgment**. All Settlement Class Members who do not properly file a timely written Request for Exclusion from the Settlement Class submit to the jurisdiction of the Court and will be bound by the terms of this Settlement Agreement, including, without limitation, the Release set forth herein. Upon entry of the Final Approval Order, each Settlement Class Member who has not validly and timely opted out of the Settlement Class and any Person that has made or can or is entitled to make a claim through or in the name or right of a Settlement Class Member shall be barred from initiating, asserting, continuing, or prosecuting any such claims against AJB or any Released Party consistent with the terms of the Release set forth in this Agreement.

XII. OTHER TERMS AND CONDITIONS OF SETTLEMENT

1. **No Admission of Liability**. This Settlement Agreement is made for the sole purpose of attempting to effectuate a class-wide settlement of the Lawsuit. This Settlement Agreement is made in compromise of disputed claims and shall not be construed as an admission of liability by AJB or any Released Party. Because this is a class action settlement, this Settlement

Agreement must receive preliminary and final approval by the Court. It is an express condition of this Settlement Agreement that the Court shall enter the Final Approval Order and Final Judgment and that the Effective Date occurs. In the event that the Effective Date does not occur, this Settlement Agreement shall be terminated and only those provisions necessary to effectuate termination and to restore fully the Parties to their respective positions before entry of this Settlement Agreement shall be given effect and enforced. In such event, the Parties shall bear their own costs and attorneys' fees in all respects, including without limitation with regard to the efforts to obtain any Court approval under this Settlement Agreement.

2. **Exclusive and Continuing Jurisdiction.** The Court shall retain exclusive and continuing jurisdiction to interpret and enforce the terms, conditions, and obligations of this Settlement Agreement and its own orders and judgments.

a. In the event of a breach of this Settlement Agreement by Plaintiffs, AJB, or a Settlement Class Member, the Court may exercise all of its equitable powers to enforce this Settlement Agreement and the Final Approval Order irrespective of the availability or adequacy of any remedy at law. Such powers include, among others, the power of specific performance and injunctive relief.

b. AJB, Counsel for AJB, Class Counsel, and Plaintiffs agree, and Settlement Class Members and Claimants will be deemed to have agreed, to submit irrevocably to the exclusive jurisdiction of the Court for the resolution of any matter covered by this Settlement Agreement, the Release, the Final Approval Order, or the Final Judgment, or the applicability of this Settlement Agreement, the Release, the Final Approval Order, or the Final Judgment.

c. In the event that the provisions of this Settlement Agreement, the Release, or the Final Approval Order are asserted by any Released Party as a ground for a defense, in whole or in part, to any claim or cause of action, or are otherwise raised as an objection in any other suit, action, or proceeding by any Releasing Party or any other Person covered by the Release, it is hereby agreed that the Released Party shall be entitled to seek an immediate stay of that suit, action, or proceeding until after the Court has entered an order or judgment determining any issues relating to the defense or objections based on such provisions. Plaintiffs and Class Counsel will not oppose such relief.

3. **Stay of Proceedings.** The proposed Preliminary Approval Order shall request that all further proceedings in the Lawsuit be stayed except as necessary to approve and effectuate the Settlement.

4. **Representation by Counsel.** The Parties are represented by competent counsel, and they have had an opportunity to consult and have consulted with counsel prior to executing this Settlement Agreement. Each Party represents that it understands the terms and consequences of executing this Settlement Agreement, and executes it and agrees to be bound by the terms set forth herein knowingly, intelligently, and voluntarily.

5. **No Tax Advice.** Neither the Parties nor their counsel intend anything contained herein to constitute any advice, legal or otherwise, regarding the taxability of any amount paid hereunder, and no Person shall rely on anything contained in this Settlement Agreement to provide tax advice, and shall obtain his, her, or its own independent tax advice with respect to any payment under this Agreement.

6. **Notices.** Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing by mail or email and addressed as follows:

To Class Counsel:

Joseph G. Sauder
Matthew D. Schelkopf
SAUDER SCHELKOPF LLC
1109 Lancaster Avenue
Berwyn, PA 19312
info@sstriallawyers.com

To A.J. Blosenski, Inc.:

Eric L. Klein
Beveridge & Diamond PC
155 Federal Street, Suite 1600
Boston, MA 02110
eklein@bdlaw.com

Megan R. Brillault
Beveridge & Diamond PC
825 Third Avenue, 16th Floor
New York, NY 10022
mbrillault@bdlaw.com

7. **Drafting of Agreement.** The language of all parts of this Settlement Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against any Party. No Party shall be deemed the drafter of this Settlement Agreement. The Parties acknowledge that the terms of this Settlement Agreement are contractual and are the product of negotiations between the Parties and their counsel. Each Party and its counsel cooperated in the drafting and preparation of this Settlement Agreement, and this Settlement Agreement shall not be construed against any Party because of their role in drafting it.

8. **Governing Law.** This Settlement Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws rules or precedents.

9. **Modification.** This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by all Parties. The Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all Parties.

10. **Integration.** This Settlement Agreement and its Exhibits contain the entire agreement between the Parties relating to the Settlement and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or its counsel, are merged herein. Each Party represents and warrants that it is not relying on any representation not expressly included in this Settlement Agreement. No rights hereunder may be waived except in writing.

11. **Extensions.** The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

12. **Liability Not Admitted.** The Parties expressly acknowledge and agree that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of Pennsylvania Rule of Evidence 408. Without limiting the foregoing, neither this Settlement Agreement nor any related negotiations, statements, or court proceedings shall be construed as, offered as, received as, used as or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any Person, including, but not limited to, the Released Parties, Plaintiffs, or the Settlement Class or as a waiver by the Released Parties, Plaintiffs, or the Settlement Class of any applicable privileges, claims or defenses.

13. Subheadings. Sub-headings in this Settlement Agreement are for purposes of clarity only and are not intended to modify the terms of this Settlement Agreement's text, which are controlling.

14. Waiver. The waiver by any Party to this Settlement Agreement, of any breach of its terms shall not be deemed or construed to be a waiver of any other breach of this Settlement Agreement, whether prior, subsequent, or contemporaneous.

15. Signatures. Each Party warrants that the person executing this Settlement Agreement on behalf of any such Party has the authority to do so. This Settlement Agreement shall be binding upon, and inure to the benefit of, the agents, heirs, executors, administrators, successors, and assigns of the Parties.

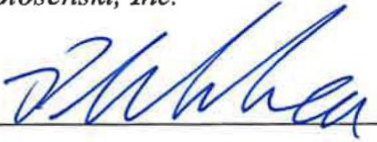
16. Counterparts. This Settlement Agreement may be executed in any number of counterparts, including by electronic signature, each of which shall be deemed to be an original. All counterparts shall constitute one Settlement Agreement, binding on all Parties, regardless of whether all Parties are signatories to the same counterpart, but the Settlement Agreement will be without effect until and unless all Parties to this Settlement Agreement have executed a counterpart.

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed, on their own behalf or by their duly authorized attorneys, as of the date(s) indicated on the lines below.

[Signature Pages Follow]

A.J. Blosenski, Inc.

Dated: August 27, 2024



Name: Patrick J. Shea

Title: Executive Vice President, General Counsel
and Secretary

Dated: August 30, 2024



Matthew D. Schelkopf
Class Counsel

Dated: August __, 2024
8/28/2024

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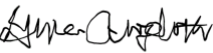

David Cericola
Plaintiff

Dated: August __, 2024
8/28/2024

Signed by:

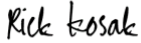

Ryan Ginsberg
Plaintiff

Dated: August __, 2024
8/28/2024

Signed by:



Gina Angelotti
Plaintiff

Dated: August __, 2024
8/28/2024

Signed by:


Richard Kosak
Plaintiff

Dated: August __, 2024
8/28/2024

Signed by:

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Tyler Rissler
Plaintiff

Dated: August __, 2024
8/28/2024

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Robert Szostkiewicz
Plaintiff


Dated: August __, 2024
8/29/2024

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Dawn Catteau
Board Member, Pickering Meadows
Community Association
Plaintiff

Dated: August __, 2024
8/28/2024

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Amy Romero
Board Member, Pickering Meadows
Community Association
Plaintiff