

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., a Pennsylvania Corporation,

Defendant

COURT OF COMMON PLEAS
CHESTER COUNTY

No. 2023-10303-CT

**DECLARATION OF MATTHEW D. SCHELKOPF IN SUPPORT OF PLAINTIFFS’
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

I, Matthew D. Schelkopf, under penalty of perjury, declare as follows:

1. I am a partner at the law firm of Sauder Schelkopf LLC in Berwyn, Pennsylvania.

I respectfully submit this Declaration in support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. My declaration is based upon my knowledge of the facts set forth herein, and if called to do so, I could and would testify competently thereto.

2. Attached as **Exhibit A** is a true and correct copy of the executed Settlement Agreement entered and agreed to by the parties on August 14, 2024.

a. Attached to the Settlement Agreement as **Exhibit 1** is a true and correct copy of the Claim Form.

b. Attached to the Settlement Agreement as **Exhibit 2** and **Exhibit 3** are true and correct copies of the Notice of Settlement.

- c. Attached to the Settlement Agreement as **Exhibit 4** is a true and correct copy of the proposed Preliminary Approval Order.
 - d. Attached to the Settlement Agreement as **Exhibit 5** is a true and correct copy of the form declaration for Settlement Class Member use.
 - e. Attached to the Settlement Agreement as **Exhibit 6** is a true and correct copy of the Notice of Deficiency Letter.
 - f. Attached to the Settlement Agreement as **Exhibit 7** is a true and correct copy of the denial of Claim letter.
 - g. Attached to the Settlement Agreement as **Exhibit 8** is a true and correct copy of the proposed Final Approval Order.
 - h. Attached to the Settlement Agreement as **Exhibit 9** is a true and correct copy of the proposed Final Judgment.
3. Attached hereto as **Exhibit B** is a true and correct copy of the firm resume of Sauder Schelkopf LLC.

BACKGROUND ABOUT MY FIRM

4. Sauder Schelkopf is a national boutique class action and personal injury law firm located in Berwyn, Pennsylvania. Our firm was named in the Litigation Departments of the Year, an award that honors the best litigation practice in a small or mid-sized firm in Pennsylvania, by *The Legal Intelligencer* in 2022. In addition, the 2023 edition of U.S. News & World Report, Best Lawyers® recognized our firm as a Best Law Firm, as nominated by our peers based on our experience, service, success, and performance. In 2024, the firm was awarded the Products Liability Practice Group of the Year and also won the Diversity Initiative award by the National

Law Journal's Elite Trial Lawyers. The National Law Journal also named Sauder Schelkopf as a finalist for the Civil Rights and Consumer Protection categories.

5. I was selected to serve for two terms as President of the Class Action Trial Lawyers Association Top 25 (2022-2023 and 2023-2024 terms), an invitation-only elite group limited to the Top 25 lawyers in each state. I have also been honored as a Best Lawyer® in America (Mass Tort/Class Action) in 2022, 2023 and 2024. In 2022 and 2024, LawDragon recognized Mr. Schelkopf in its list of the "500 Leading Plaintiff Consumer Lawyers". The LawDragon consumer law guide offers the publication's take on the best of the U.S. plaintiff bar specializing in representing consumers. The publication notes "these are the lawyers who stand on the front line in individual lawsuits and class actions seeking justice. They relish their role of underdog, taking on the toughest cases" In 2021, 2022 and 2023, he was selected as a Top 25 Products Liability Trial Lawyer, an invitation-only professional organization composed of and limited to the Top 25 attorneys from each state or region who serve individuals and families who need attorneys to represent them in the American legal system regarding Product Liability claims. Since 2010, I have been selected by Pennsylvania Super Lawyers as a Rising Star (a distinction held by the top 2.5% of attorneys in PA) and then a Pennsylvania Super Lawyer, as chosen by their peers and through the independent research of Law & Politics. In 2012, The American Lawyer Media, publisher of The Legal Intelligencer and the Pennsylvania Law Weekly, named me as one of the "Lawyers on the Fast Track" a distinction that recognized thirty-five Pennsylvania attorneys under the age of 40 who show outstanding promise in the legal profession and make a significant commitment to their community. I was also selected as a Top 40 under 40 by the National Trial Lawyers in 2012-2015. In 2020, I was selected to America's Top 100 High Stakes Litigators® in Pennsylvania, comprised of the nation's most exceptional trial lawyers for high stakes legal

matters. In 2021, I was selected as a Top 25 Products Liability Trial Lawyer and then as a Best Lawyer[®] in America (Mass Tort/Class Action) in 2022.

6. I obtained my J.D. from Widener University in 2002 and my LL.M. from Villanova University School of Law in 2008.

7. I am currently serving or have served as lead or co-lead counsel in class actions in courts across the country. *See, e.g., Fiscina v. Volkswagen Group of Am., Inc.*, No. 2:22-cv-05875 (D.N.J.) (appointed class counsel in class action against Volkswagen related to an alleged defect in engine water pumps) *In re: Hyundai and Kia Engine Litigation II*, No. 8:18-cv-02223 (C.D. Cal.) (appointed co-lead counsel in class action against Hyundai and Kia and negotiated a settlement valued at approximately \$934 million related to an alleged engine defect); *In re: Hyundai and Kia Engine Litig.*, 8:17-cv-02208-JLS-JDE (C.D. Cal.) (appointed co-lead counsel in class action against Hyundai and Kia and negotiated a class settlement valued at approximately \$892 million related to alleged engine defect); *In re: Subaru Battery Drain Prod. Liab. Litig.*, No. 1:20-cv-03095-JHR-MJS (D.N.J.) (class action settlement related to allegedly defective vehicle batteries); *Zhao v. Volkswagen Group of Am., Inc.*, No. 2:21-cv-11251 (D.N.J.) (class action settlement related to allegedly defective vehicle water pumps); *In re: General Motors Air Conditioning Marketing and Sales Pracs. Litig.*, No. 18-md-02818 (E.D. Mich.) (class action related to allegedly defective vehicle air conditioning systems); *Salcedo v. Subaru of America, Inc.*, No. 1:17-cv-08173(JHR)(AMD) (D.N.J.) (appointed as lead counsel in class action against Subaru and negotiated a class settlement related to an alleged engine defect); *Bang v. BMW of North America, LLC*, No. 2:15-cv-69450(MCA)(LDW) (D.N.J.) (appointed as co-lead counsel in class action against BMW and negotiated a class settlement related to an alleged oil consumption defect); *Yaeger v. Subaru of America, Inc.*, No. 1:14-cv-04490(JBS) (KMW) (D.N.J.) (appointed

as co-lead counsel in class action against Subaru and negotiated a class settlement related to an alleged oil consumption defect); *Davitt v. Honda North America, Inc.*, No. 2:13-cv-00381-MCA-JBC (D.N.J.) (appointed lead counsel in class action against Honda and negotiated a class settlement related to alleged door lock actuator defect); *Fath v. American Honda Motor Co.*, No. 18-cv-01549-WMW (D. Minn.) (appointed lead counsel in class action against Honda and negotiated a class settlement related to an alleged oil dilution defect); and *Tolmasoff v General Motors, LLC*, No. 2:16-cv-11747 (E.D. Mich.) (class action settlement related to GM vehicles with overstated fuel economy).

8. In addition, Sauder Schelkopf attorneys have been appointed to leadership positions in numerous class action cases throughout the United States, including: *McMahon v. Generac Power Systems, Inc.*, No. 2:21-cv-05660 (E.D. Pa.) (class action related to allegedly defective fuel plenums on certain home standby generators); *Jackson v. Viking Group, Inc.*, No. 8:18-cv-02356-PJM, ECF No. 46 (D. Md.) (class action settlement valued between \$30.45 million and \$50.75 million that provided a free replacement program to replace the allegedly defective sprinklers with non-defective sprinklers, and a claims program to reimburse those who experienced non-fire activations); *Bromley v. SXSX LLC*, No. 1:20-cv-439-LY (W.D. Tex.) (class action settlement related to ticket purchases for festival canceled by COVID-19 pandemic); *Cole v. NIBCO, Inc.*, No. 13-7871, ECF No. 227 (D.N.J.) (\$43.5 million settlement related to allegedly defective plumbing products); *In re Checking Account Overdraft Litig.*, MDL No. 2036 (S.D. Fla.) (\$55 million class action settlement with US Bank and \$14.5 million class action settlement with Comerica); *Traxler v. PPG Indus., Inc.*, No. 1:15-cv-00912-DAP (N.D. Ohio); (\$6.5 million class action settlement on behalf of homeowners who purchased and used defective deck resurfacer); *Klug v. Watts Regulator Co.*, No. 8:15-cv-61 (D. Neb.) and *Ponzo v. Watts Regulator Co.*, No.

8:16-200 (D. Neb.) (achieved \$14 million joint settlement related to defective toilet connectors and water heater connectors).

BACKGROUND ON THE ACTION

9. Before filing this Action, Plaintiffs' counsel conducted an extensive investigation into the alleged service issues. This investigation included interviewing members of the putative class and reviewing their documents, researching consumer reporting on various websites, reviewing local township meeting minutes related to service issues with AJB, researching potential causes of action, drafting pre-litigation demand letters, and drafting a detailed Complaint and Amended Complaint.

10. Settlement negotiations were protracted and conducted at arm's-length. My firm sent pre-litigation demand letters to AJB on behalf of certain Plaintiffs 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. The parties began potential settlement negotiations in November of 2023. The parties continued negotiations over the following eight months. The parties participated in dozens of meet and confers and often met every week for months to negotiate the proposed settlement and to discuss the strengths and weaknesses of the case.

11. Throughout negotiations, the parties exchanged confirmatory discovery regarding Plaintiffs' claims and AJB's defenses, which allowed the parties to candidly assess the strengths and weaknesses of the parties' positions. The confirmatory discovery included complex financial data, route routes, and various disclaimers and communications from AJB to the Settlement Class Members.

12. The parties did not discuss attorneys' fees, expenses, or service awards until after they had reached agreement on the relief for the Settlement Class.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct.

Dated: August 15, 2024

/s/ Matthew D. Schelkopf

EXHIBIT A

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

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Settlement Agreement” or the “Agreement” (and as further defined in Section II)) is made and entered into as of this 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 up 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** and **Exhibit 3**.

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; and (iii) local, municipal, state, and federal governmental entities.

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, or to a municipal or other governmental entity, 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

41. VI.

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 Charge Claims.* Each Claimant who submits Fuel Surcharge Claims and Reduced Service Charge 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 ten (10) 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 notice packets 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@sstrialawyers.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.

A.J. Blosenski, Inc.

Dated: August 14, 2024

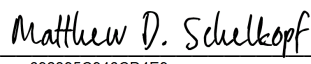
By: _____



Name: Patrick J. Shea


Title: Executive Vice President, General Counsel
and Secretary

Dated: August __, 2024
8/14/2024

Signed by:

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Matthew D. Schelkopf
Class Counsel

Dated: August __, 2024
8/14/2024

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David Cericola
Plaintiff

Dated: August __, 2024
8/13/2024

Signed by:

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Ryan Ginsberg
Plaintiff

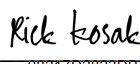
Dated: August __, 2024
8/13/2024

Signed by:

856D20F68610496...


Gina Angelotti
Plaintiff

Dated: August __, 2024
8/13/2024

Signed by:

08217D2823DB40A...

Richard Kosak
Plaintiff

Dated: August __, 2024
8/13/2024

Signed by:

D4100EC0CF5842E...

Tyler Rissler
Plaintiff

Dated: August __, 2024
8/13/2024

DocuSigned by:
Robert Szostkiewicz
583E4B928C7643A...

Robert Szostkiewicz

Plaintiff

Dated: August __, 2024
8/13/2024

DocuSigned by:
Dawn Catteau
97E590AC5DE9446...

Dawn Catteau

Board Member, Pickering Meadows
Community Association

Plaintiff

Dated: August __, 2024
8/13/2024

DocuSigned by:
Amy Romero
57C4F11DE9BC415...

Amy Romero

Board Member, Pickering Meadows
Community Association

Plaintiff

EXHIBIT 1

In the Pennsylvania Court of Common Pleas, Chester County
Cericola v. A.J. Blosenski, Inc., No. 2023-10303-CT

Settlement Claim Form

If you are a Settlement Class Member and would like to receive a reimbursement for a Missed Pickup, Reduced Service Frequency, or Fuel Surcharge, your Claim Form must be completed and postmarked on or before [Claims Deadline]. Settlement Class Members will be bound by the Release set forth on the Settlement Website. Please read the full notice at [website] before submitting this form.

PART ONE – CLAIMANT INFORMATION

You must provide your name and current contact information below. It is your responsibility to tell the Settlement Administrator if your contact information changes after you submit this form.

FIRST NAME

LAST NAME

STREET ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE NUMBER

EMAIL ADDRESS

PART TWO – SERVICE ADDRESS FOR TRASH AND RECYCLING FROM AJB

You must provide information about the address to which AJB provided service below.

STREET ADDRESS

CITY

STATE

ZIP CODE

PART THREE – CLAIM INFORMATION

There are three types of Claims. First, Missed Pickup Claims are for a trash or recycling pickup that AJB did not perform within 72 hours of a customer's scheduled collection time. Second, a Reduced Service Frequency Claim is 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). Third, a Fuel Surcharge Claim is for reimbursement of a Fuel Surcharge imposed by AJB on its customers. Please fill out the relevant portions below to claim your benefits under the settlement. If the type of claim you make requires that you submit additional support with your claim, you must submit that additional support with this form.

MISSED PICKUPS:

To make a Missed Pickup Claim, you must be able to check all of the following four boxes:

- I am a current or former customer of AJB;
- AJB failed to perform at least one trash or recycling pickup within 72 hours of my originally scheduled collection time during the Class Period;
- AJB has not previously provided me with a credit or reimbursement for the Missed Pickup; and
- I am submitting documentation that supports my Missed Pickup Claim, or I am submitting a declaration that sufficiently demonstrates a Missed Pickup(s) occurred.

You must also fill in the below blank:

I am contending that AJB missed a total of _____ pickups within 72 hours of my originally scheduled collection time. Please note that you must submit sufficient documentation or a declaration to support the total number of Missed Pickups.

AJB will also conduct a search of its internal records to identify all Settlement Class Members who are eligible to submit Missed Pickup Claims that have not already been reimbursed by AJB. If AJB identifies you as an eligible for reimbursement for a Missed Pickup, AJB will automatically issue credits for current customers or checks for former customers by [DATE].

If you are a current customer of AJB, you will receive a credit to your account which will be disclosed on your invoice along with a brief description of the nature of the credit.

If you are a former customer of AJB, you will receive payment via check to the address identified in Part One, and the memo line of the check will disclose the nature of the payment.

REDUCED SERVICE FREQUENCY CLAIMS:

To make a Reduced Service Frequency Claim, you must be able to check all of the following five boxes:

- I am a current or former customer of AJB;
- AJB unilaterally reduced the frequency of my trash or recycling services (example: weekly service was changed to biweekly service) during the Class Period;
- AJB did not reduce the price of my service to reflect the reduced service frequency;
- I did not consent to the reduction in service frequency; and
- I am submitting documentation that supports my Reduced Service Frequency Claim, or I am submitting a declaration that sufficiently supports my Claim.

Claimants are eligible to receive reimbursement for the standard price per trash or recycling pickup for each trash or recycling pickup not made, as a result of the reduction in trash or recycling service frequency, for the time period running from the initial reduction of service through the end of the respective contract or subscription quarter, subject to certain limitations.

FUEL SURCHARGE CLAIMS:

To make a Fuel Surcharge Claim, you must be able to check all of the following three boxes:

- I am a current or former customer of AJB;
- AJB imposed a Fuel Surcharge on me during the Class Period without 30 days prior written notice;
- I am submitting documentation that supports my Fuel Surcharge Claim, or I am submitting a declaration that sufficiently supports my Fuel Surcharge Claim.

PART FOUR – CLAIMANT ATTESTATION

- I declare under penalty of perjury that all of the information I have provided on or with this claim form is true and correct.

SIGNATURE

DATE

PART FIVE – CHECKLIST

Before submitting this Claim Form, please make sure you have:

1. completed all fields and provide all information requested in the Claimant Information (Part One), Service Address Information (Part Two), and Claim Information (Part Three) sections of this Claim Form; and
2. signed the Attestation (Part Four). You must sign the Attestation to be eligible to receive any benefits under the Settlement Agreement.

Please keep a copy of your Claim Form for your records.

QUESTIONS? VISIT [\[WEBSITE\]](#) OR CALL [\[NUMBER\]](#) TOLL-FREE

PLEASE DO NOT SEND CLAIM FORMS TO THE ATTORNEYS, THE COURT, THE CLERK OF THE COURT OR AJB. PLEASE SEND ALL CLAIM FORMS TO THE SETTLEMENT ADMINSTRATOR AT:

[EPIQ ADDRESS]

EXHIBIT 2

NOTICE OF CLASS ACTION SETTLEMENT

PENNSYLVANIA COURT OF COMMON PLEAS, CHESTER COUNTY

Please read this Notice as it affects your legal rights.

A court authorized this notice.

This is not a solicitation from a lawyer.

You are receiving this letter, and the enclosed notice, because A.J. Blosenski, Inc. (“AJB”) has identified you as a Homeowners Association (“HOA”) that contracted for the collective arrangement of trash and/or recycling services on behalf of residential customers. The enclosed notice describes the benefits of a class action settlement that was preliminarily approved by Judge Verwey in the Pennsylvania Court of Common Pleas, Chester County. For purposes of the settlement, an “HOA” is defined as 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.

The class action settlement explicitly includes HOAs, and HOAs are eligible to submit Missed Pickup Claims, Reduced Service Frequency Claims, and Fuel Surcharge Claims in the same manner as individual customers. Because you have been identified as an HOA, if the HOA contracted with or paid AJB for any trash and recycling services, the HOA is able to make a claim for reimbursements. If the HOA does not make a claim for any reimbursements, then the individual residents within your HOA are able to make a claim for individual reimbursements. ***As such, we strongly encourage you to share copies of the enclosed settlement notice with all residents within your HOA.*** If the HOA contracted directly with AJB, AJB does not have full and accurate address records and thus it is imperative that you share this notice with your individual residents.

Sincerely,

Epiq Class Action & Claims Solutions, Inc.
Settlement Administrator

EXHIBIT 3

NOTICE OF CLASS ACTION SETTLEMENT

PENNSYLVANIA COURT OF COMMON PLEAS, CHESTER COUNTY

Please read this Notice as it affects your legal rights.

A court authorized this notice.

This is not a solicitation from a lawyer.

Attention: If you are a current or former customer of A.J. Blosenski, Inc., you may be entitled to benefits from a class action settlement.¹

- A settlement has been proposed in a class action against A.J. Blosenski, Inc. (“AJB”).
- The case concerns allegations that customers 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 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.
- AJB denies any liability. The parties subsequently settled the lawsuit in order to avoid the costs, uncertainty, and inconvenience of litigation.
- The Settlement provides three types of potential reimbursements to Settlement Class Members:
 - First, Settlement Class Members that experienced a trash or recycling pickup that AJB did not perform within 72 hours of a customer’s scheduled collection time can file a claim (a “Missed Pickup Claim”) for reimbursement of those Missed Pickups that AJB has not already reimbursed.
 - Second, Settlement Class Members that had their trash or recycling services 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 can file a claim (a “Reduced Service Frequency Claim”) for reimbursement of his/her/its standard price per trash or recycling pickup for each trash or recycling pickup not made, as a result of the reduction in trash or 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 or the quarterly subscription period, as applicable.

¹ The definition of any capitalized term not defined herein can be found in the Settlement Agreement which can be downloaded at the Settlement Website: [www.\[ADD\].com](http://www.[ADD].com).

- Third, Settlement Class Members that paid a fuel surcharge, fuel and material surcharge, or material surcharge can file a claim for reimbursement for Fuel Surcharges imposed by AJB on such Settlement Class Member during the Class Period without 30 days prior written notice from AJB (“Fuel Surcharge Claim”).
- Reduced Service Frequency Claims and Fuel Surcharge Claims will be paid from the Settlement Fund. AJB will make an initial payment of \$250,000 into the Settlement Fund and make an additional payment sufficient to cover all required distributions up to a maximum of \$375,000. If insufficient funds exist to pay all Reduced Service Frequency Claims and Fuel Surcharge Claims, a *pro rata* reduction shall be applied uniformly in an amount sufficient – but not greater than necessary – to allow the available Settlement Funds to be distributed to all Claimants with valid Claims in satisfaction of those claims.
- An additional benefit of the Settlement is 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.
- The Court has preliminarily approved the Settlement. This Notice provides information about the Lawsuit, the Settlement, and your options as a Settlement Class Member.

Your Legal Rights and Options in This Settlement	
Submit a Claim Deadline: [INSERT]	To receive a benefit, you must submit a Claim Form by the deadlines described below and listed on the Settlement Website, www.[ADD].com .
Request Exclusion / Opt-Out Deadline: [INSERT]	This option, described in Sections 13 and 14 below, allows you to sue or continue to sue AJB regarding missed or delayed trash and recycling services, reduced frequency of trash and recycling services, and surcharges imposed by AJB during the Class Period. If you opt-out, you will not be bound by any of the terms of the Settlement but you will also not be entitled to submit a Claim Form for benefits under the Settlement or object to the terms of the Settlement.
Objection Deadline: [INSERT]	You are entitled to submit a written objection telling the Court what you do not like about the Settlement pursuant to the procedures described in Section 15 below.
Attend the Final Approval Hearing	You are entitled to attend the Final Approval Hearing at which the Court will consider whether to grant final approval of the

Scheduled for [INSERT]	Settlement. The date and time of the Final Approval Hearing may be changed by the Court. Please check the Settlement Website at www.[ADD].com for updates.
Do Nothing	If you are a Settlement Class Member and do nothing, you will be bound by the terms of the Settlement if it is approved by the Court, whether or not you submit a Claim Form, and you will be subject to the Release set forth in the Settlement.

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1. WHY WAS THIS NOTICE ISSUED?

You received this Notice of Settlement because AJB records indicate that you are or were an AJB customer.

The Pennsylvania Court of Common Pleas for Chester County preliminarily approved the Settlement and authorized this Notice to inform you about your options before it decides whether to grant final approval of the Settlement. Additional information about the Settlement can be found at [www.\[ADD\].com](http://www.[ADD].com).

2. WHAT IS THE LAWSUIT ABOUT?

A settlement has been proposed in a class action against A.J. Blosenksi (“AJB”). The case concerns allegations that AJB failed to provide trash and recycling services at the agreed upon days and times and at the agreed upon frequencies; that AJB imposed Fuel Surcharges 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. AJB denies any liability. The parties subsequently settled the lawsuit in order to avoid the costs, uncertainty, and inconvenience of litigation.

The Settlement does not include, or release, any claims for personal injuries, death, and property damage, including subrogation.

3. WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more people sue on behalf of other people who allegedly have similar claims. For purposes of this settlement, one court will resolve the issues alleged in the Lawsuit for all Settlement Class Members.

4. WHY IS THERE A SETTLEMENT?

AJB denies that it has done anything wrong and admits no liability. The Court has not decided that the Plaintiffs or AJB should win the Lawsuit. Instead, both sides agreed to a Settlement Agreement. That way, they avoid the cost of a trial, and the Settlement Class Members will receive benefits now rather than years from now, if at all.

5. AM I A SETTLEMENT CLASS MEMBER?

The term “Settlement Class” is defined in the Settlement Agreement as:

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; and (iii) local, municipal, state, and federal governmental entities.

6. WHAT BENEFITS ARE AVAILABLE UNDER THE SETTLEMENT?

The Settlement will provide the following benefits to eligible Claimants who submit a valid and timely Claim Form to the Settlement Administrator:

Missed Pickup Claims. For Settlement Class Members that experienced a Missed Pickup, AJB will pay or issue credits in response to eligible Missed Pickup Claims submitted during the Claim Period or eligible Missed Pickups confirmed by AJB. A "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.

- AJB will conduct a search of its internal records to identify all Settlement Class Members who are eligible for relief for Missed Pickups that occurred from 2022 to [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.
- For eligible Claimants who are current customers of AJB, a credit will be made to their account, 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. 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").

Reduced Service Frequency Claims. For Settlement Class Members who experienced a reduction in service, AJB will pay valid Reduced Service Frequency Claims submitted during the Claim Period. A "Reduced Service Frequency Claim" means a Claim 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. Reduced Service Frequency Claims will be paid from the Settlement Fund.

Fuel Surcharge Claims. For Settlement Class Members who paid a Fuel Surcharge without 30 days prior written notice from AJB, the Claimant is eligible to receive a disbursement up to the amount the Claimant paid for the first imposed Fuel Surcharge. A “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. Fuel Surcharge Claims will be paid from the Settlement Fund.

Cancellation of Auto-Renewal. 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.

7. WHEN WILL I RECEIVE MY SETTLEMENT PAYMENT OR INSPECTION?

The Court will hold a hearing on [INSERT] at [INSERT] to decide whether to approve the Settlement Agreement and whether to approve Class Counsel’s motion for attorneys’ fees, costs, and service awards. If the Court approves the settlement, there may then be appeals which may delay the conclusion of the case. It is always uncertain whether such appeals will result in a favorable decision for the Settlement Class, and concluding them can take time, perhaps more than a year. You can check on the progress of the case on the Settlement Website at [www.\[ADD\].com](http://www.[ADD].com). *Please be patient.*

8. HOW DO I SUBMIT A CLAIM FORM?

To be eligible to receive any of the benefits described above, you must complete and submit a valid and timely Claim Form. Your Claim Form and supporting documentation may be submitted:

- through the claim portal on the Settlement Website, [www.\[ADD\].com](http://www.[ADD].com);
- by email to the Settlement Administrator using the email address [INSERT]; or
- by U.S. Mail to the Settlement Administrator using the address: [INSERT].

Claim Forms are available for download at [www.\[ADD\].com](http://www.[ADD].com), and are also available by email or by writing to the Settlement Administrator using the information above.

The deadline for submitting a Claim is [INSERT].

Please check the Settlement Website at [www.\[ADD\].com](http://www.[ADD].com), for updates regarding the Effective Date and corresponding Claim Form Deadline dates. **In any event, please file your Claim Form as soon as possible.**

9. WHAT ARE THE RELEASED CLAIMS?

Release. Upon the Effective Date of the Settlement, the Releasing Parties will release and forever discharge the Released Parties from the Released Claims. Those terms are defined as follows:

- **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.
- **Released Parties:** 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.
- **Released Claims:** 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) 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.

- **Exclusions from Released Claims:** The Released Claims exclude any claims for personal injuries, death, and property damage, including subrogation for the same.
- **Important Note:** The releases are a consequence of membership in the Settlement Class and the Court's approval process, and are not conditional on any payment or other benefit by any particular member of the Settlement Class.

10. WHO IS CLASS COUNSEL?

In its Preliminary Approval Order, the Court appointed Sauder Schelkopf LLC as Class Counsel to represent Plaintiffs and the Settlement Class Members. You will not be charged for these lawyers. If you wish to be represented by your own lawyer, you may hire one at your own expense. The contact information for Class Counsel is set forth below:

Sauder Schelkopf LLC
1109 Lancaster Avenue
Berwyn, PA 19312
Telephone: (888) 711-9975
Email: info@sstriallawyers.com
Website: www.sauderschelkopf.com

11. CLASS COUNSEL'S ATTORNEYS' FEES AND COSTS.

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 Approval of Attorneys' Fees, Cost and Service Awards to be paid by AJB, which shall be included on the Settlement Website. Class Counsel in the Lawsuit shall apply for the following: (a) attorneys' fees and costs not to exceed one-third of the Settlement Fund (\$125,000) and (b) service awards of \$1,000 for each of the seven Plaintiffs, not to exceed \$1,000 per household (\$6,000 total), in recognition of their time, costs and effort in the Lawsuit, including, for example, gathering documents and materials and performing other representative duties.

12. HOW DO I OPT OUT OF THE SETTLEMENT?

Settlement Class Members may submit a Request for Exclusion from (*i.e.*, "opt-out" of) the Settlement to preserve their individual rights to sue or continue to sue AJB with respect to missed or delayed trash and recycling services by AJB and/or Eagle Disposal, reduced frequency of trash and recycling services by AJB and/or Eagle Disposal, and surcharges imposed by AJB and/or Eagle Disposal during the Class Period. A member of the Settlement Class who submits a valid Request

for Exclusion cannot object to the Settlement and is not eligible to receive benefits under the Settlement. If you have requested exclusion from the settlement, you may not speak at the Final Approval Hearing because you are not bound by the settlement.

To validly request exclusion from the Settlement Class, a Settlement Class Member must submit a written request to opt out to the Settlement Administrator that it is postmarked by [INSERT] stating “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, address, telephone number, email address (if any), and date of birth, current address, 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. 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.

All Requests for Exclusion must be sent to the Settlement Administrator at the following address: [INSERT]

A Settlement Class Member 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.

13. WHAT HAPPENS IF I DO NOT OPT-OUT OF THE SETTLEMENT?

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.

14. HOW DO I OBJECT TO THE SETTLEMENT?

Settlement Class Members who do not submit a written Request for Exclusion may present a written objection to the Settlement explaining why they believe that the Settlement should not be approved by the Court as fair, reasonable, and adequate. To object to the Settlement, a Settlement Class Member must submit a written objection to the Settlement Administrator that it is postmarked on or before [INSERT], and include 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. Any objection after that time will not be considered. All written Objections must be sent to the Settlement Administrator at the following address: [INSERT]

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.

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.

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.

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.

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.

15. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND OPTING OUT?

Objecting is simply telling the Court that you disagree with something about the Settlement Agreement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the settlement no longer affects you.

16. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold a Final Approval Hearing on [INSERT] at [XX:XX a.m./p.m.], at the Pennsylvania Court of Common Pleas for Chester County, 201 W. Market Street, West Chester, PA 19380-0991, before Judge Anthony T. Verwey, to consider whether the Settlement is fair, adequate, and reasonable, and whether it should be finally approved. If there are objections, the Court will consider them at that time. The Court will also consider at this time Class Counsel's Motion for attorneys' fees, costs and service awards.

Important: The date and time of the Final Approval Hearing may be changed by the Court. Please check the Settlement Website at [INSERT] for updates.

Please note that Class Counsel is working on your behalf and will answer any questions that the Court may have about the Settlement. You are welcome to attend the Final Approval Hearing but your appearance is not necessary to receive any benefits available under the Settlement.

17. HOW DO I GET MORE INFORMATION?

This Notice only summarizes the Settlement. The full Settlement Agreement and Exhibits (including copies of this Notice and the Claim Form) are located on the Settlement Website, www.[ADD].com.

If you need more information or have any questions, you may contact the Settlement Administrator via the Settlement Website, www.[ADD].com, by toll-free telephone at [INSERT], or by email at [INSERT].

PLEASE DO NOT WRITE OR CALL THE COURT, THE CLERK OF THE COURT, AJB, OR COUNSEL FOR AJB FOR INFORMATION ABOUT THE SETTLEMENT OR THIS LAWSUIT.

18. WHAT IF MY INFORMATION CHANGES AFTER I SUBMITTED A CLAIM?

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below: [INSERT]

EXHIBIT 4

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., a Pennsylvania Corporation,

Defendant

**COURT OF COMMON PLEAS
CHESTER COUNTY**

No. 2023-10303-CT

PROPOSED ORDER GRANTING PRELIMINARY APPROVAL TO CLASS ACTION SETTLEMENT, PROVISIONALLY CERTIFYING SETTLEMENT CLASS, DIRECTING NOTICE TO THE SETTLEMENT CLASS, AND SCHEDULING FINAL APPROVAL HEARING

Plaintiffs David Cericola, Ryan Ginsberg, Gina Angelotti, Richard Kosak, Tyler Rissler, Robert Szostkiewicz, and Pickering Meadows Community Association (“Plaintiffs”) and Defendant A.J. Blosenski, Inc. (“AJB”), executed a proposed Settlement Agreement (the “Settlement Agreement” or “Settlement”). Pursuant to the Settlement Agreement, Plaintiffs have moved for entry of an order granting preliminary approval of the Settlement. The Court hereby adopts and incorporates the terms of the Settlement Agreement for the purposes of this Preliminary Approval Order, including the Definitions set forth in the Settlement Agreement. A copy of the Settlement Agreement has been filed with the Court and will be posted to the Settlement Website. Having reviewed the Settlement Agreement and considered the submissions in support of preliminary approval of the Settlement, the Court now orders as follows:

2023-10303-CT

I. CERTIFICATION OF SETTLEMENT CLASS

The Settlement Agreement provides for a class action settlement of the claims alleged in this Lawsuit. The Court has considered the (1) allegations, information, arguments, and authorities provided by the Parties in connection with the pleadings previously filed in this case; (2) information, arguments, and authorities provided by Plaintiffs in their brief in support of their motion for entry of an order granting preliminary approval to the Settlement; (3) the terms of the Settlement Agreement, including, but not limited to, the definition of the Settlement Class and the benefits to be provided to the Settlement Class; and (4) the Settlement's elimination of any potential manageability issue that may otherwise have existed if litigation continued. Based on those considerations, the Court hereby finds as follows for settlement purposes only at this time:

A. That the prerequisites for a class action under 231 Pa. Code § 1702 have been satisfied. The Court finds, in the specific context of this Settlement, that the following requirements are met: (a) the number of Settlement Class Members is in the tens of thousands and is so numerous that joinder of all Settlement Class Members is impracticable; (b) there are questions of law and fact common to the Settlement Class Members; (c) Plaintiffs' claims are typical of the claims of the Settlement Class Members they seek to represent for purposes of the Settlement; and (d) Plaintiffs and Class Counsel have fairly and adequately represented the interests of the Settlement Class.

B. That the prerequisites for a class action under 231 Pa. Code § 1708(a) have been satisfied. The Court finds, in the specific context of this Settlement, that the following requirements are also met: (a) questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; (b) a class action provides a fair and efficient method for settling the controversy under the criteria set forth in Rule 23; (c)

because this is a Settlement, there is no risk of inconsistent or varying adjudications with respect to individual members of the class that would confront the Defendant with incompatible standards of conduct; (d) because this is a Settlement, there is no risk that adjudications with respect to individual Settlement Class Members would be dispositive of other members not parties to the adjudications.

C. The Court is aware of litigation in the Eastern District of Pennsylvania that may be related to this litigation, but finds that this forum is appropriate for the litigation, that class certification has not been adjudicated in federal court, and that any members of the federal court litigation can either participate in the Settlement or opt-out to continue to pursue their claims against the Defendant should they wish to do so.

D. The Court concludes that because the amount in controversy for each individual Settlement Class Member is relatively low, the expense of litigation and complexity of the issues do not support separate actions, but do justify certifying the Settlement Class as the recoveries justify the modest expense and effort of settlement administration.

E. The Court also concludes that, because the Lawsuit is being settled rather than litigated, the Court need not consider manageability issues that might otherwise be presented by the trial of a class action involving the issues in the Lawsuit.

F. That the prerequisites for a class action under 231 Pa. Code § 1709 are satisfied because the representative parties adequately protected the interests of the Settlement Class, because they do not have a conflict of interest in the maintenance of the class action, and because their counsel has sufficient financial resources to assure that the interests of the class will not be harmed.

G. Pursuant to 231 Pa. Code §§ 1702, 1708(a), and 1709, the Court hereby provisionally certifies the following Settlement Class for settlement purposes only:

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; and (iii) local, municipal, state, and federal governmental entities.

H. Plaintiffs David Cericola, Ryan Ginsberg, Gina Angelotti, Richard Kosak, Tyler Rissler, Robert Szostkiewicz, and Pickering Meadows Community Association are appointed as the Class Representatives of the Settlement Class, and Sauder Schelkopf LLC are appointed as Class Counsel.

II. PRELIMINARY APPROVAL OF THE TERMS OF THE SETTLEMENT

I. On a preliminary basis, taking into account (1) the value and certainty of the benefits to be provided by the Settlement to Settlement Class Members who submit valid and timely Claim Forms; (2) the defenses asserted by AJB; (3) the risks to Plaintiffs and Settlement Class Members that AJB would successfully defend against class certification and/or against the merits of the claims alleged in this Lawsuit, whether litigated by Settlement Class Members themselves or on their behalf in a class action; and (4) the length of time that would be required for Settlement Class Members or any of them to obtain a final judgment through one or more trials and appeals, the Settlement appears sufficiently fair, reasonable, and adequate to authorize dissemination of notice to the Settlement Class as set forth in the Settlement Agreement.

J. Moreover, the Court finds that the Settlement falls within the range of reasonableness because the Settlement has key indicia of fairness, in that (1) the Parties reached the Settlement only after extensive negotiations, which were contentious, at arm's-length, (2) the Plaintiffs obtained sufficient confirmatory discovery from AJB and also conducted an independent investigation into the issues in the Lawsuit sufficient to enable counsel to act intelligently, and (3) the proponents of the Settlement are experienced in similar class action litigation.

K. Accordingly, the Settlement is hereby preliminarily approved.

III. APPOINTMENT OF THE SETTLEMENT ADMINISTRATOR AND APPROVAL OF NOTICE PLAN

As set forth in the Settlement Agreement, the Parties have submitted a proposed Notice Plan, including, without limitation, a Notice of Settlement and Claim Form, a long-form notice, provisions for, and a Settlement Website. Having reviewed each, the Court finds and concludes as follows:

A. The notices attached as Exhibits to the Settlement Agreement fairly, accurately, and reasonably inform Settlement Class Members of: (1) appropriate information about the nature of this Lawsuit and the essential terms of the Settlement Agreement; (2) appropriate information about how to obtain additional information regarding this matter and the Settlement, in particular, through the Settlement Website; and (3) appropriate information about how to object to, or exclude themselves from, the Settlement if they wish to do so. The Notice of Settlement and proposed short form publication notice also fairly and adequately inform Settlement Class Members that if they do not comply with the specified procedures and the deadline for objections, they will lose any opportunity to have any objection considered at the Final Approval Hearing or to otherwise contest

approval of the Settlement or appeal from any order or judgment entered by the Court in connection with the Settlement.

B. The Notice of Settlement and Claim Form, as well as the other notice methods described in the Notice Plan as set forth in the Settlement Agreement, satisfy the requirements of due process, 231 Pa. Code § 1712, and any other applicable laws, constitutes the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

C. Accordingly, the Court hereby approves the proposed Notice Plan and orders that the form and content of the proposed Notice of Settlement, the proposed short form publication notice, and the proposed Claim Form are hereby approved, and shall be provided to the Settlement Class by the Settlement Administrator as set forth in the Settlement Agreement.

D. Epiq Class Action & Claims Solutions, Inc. is hereby appointed by the Court as the Settlement Administrator, whose fees and costs are to be paid by AJB.

E. The Settlement Administrator shall perform and comply with all notice and administration duties ascribed to it in the Settlement Agreement, this Preliminary Approval Order, and subsequent orders that may be entered by this Court in this case.

IV. REQUESTS FOR EXCLUSION AND OBJECTIONS

A. All Settlement Class Members have the right to either opt out of or object to the Settlement pursuant to the procedures and schedule set forth in the Settlement Agreement, which also will be set forth in the Notice of Settlement and on the Settlement Website.

B. A member of the Settlement Class who submits a timely and valid Request for Exclusion cannot object to the Settlement and is not eligible to receive any Settlement Payment.

1. 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.

2. 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.

3. 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.

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

C. 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.

1. 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.

2. 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.

3. Counsel for the Parties may take the deposition of any objector prior to the Final Approval Hearing in a location convenient for the objector.

4. 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.

5. 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.

6. Any Settlement Class Member who fails to comply with these requirements 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.

V. FINAL APPROVAL HEARING

The Court hereby schedules a Final Approval Hearing at ____:____ __.m. on _____, 2024, which date is approximately (and no less than) 74 days after the Notice Date, to determine whether the certification of the Settlement Class, the designation of Plaintiffs as Class Representatives, the appointment of Class Counsel, and the Settlement should receive final approval. At that time, the Court will also consider Plaintiffs' motion for attorneys' fees, costs, and service awards, which shall be filed at least fourteen (14) days before the Objection and Opt-Out deadline, and posted on the Settlement Website. Plaintiffs' Motion for Final Approval of the Settlement shall be filed at least fourteen (14) days before the Final Approval Hearing. The Final Approval Hearing and other interim deadlines may be postponed or rescheduled by order of the Court without further notice to the Settlement Class, but any new dates will be posted on the Settlement Website, and available through the Settlement toll-free number.

VII. OTHER PROVISIONS

A. In the event that the Settlement Agreement is not finally approved by the Court or does not reach the Effective Date, or the Settlement Agreement is terminated pursuant to its terms for any reason, the Parties reserve all of their rights, including the right to continue with the Lawsuit and all claims and defenses pending at the time of the Settlement, including with regard to any effort to certify a litigation class. In such instances, the following also shall apply:

1. All orders and findings entered in connection with the Settlement Agreement shall become null and void and have no force and effect whatsoever, shall not be used or referred to for any purposes whatsoever, and shall not be admissible or discoverable in this or any other proceeding.

2. The provisional certification of the Settlement Class pursuant to this Preliminary Approval Order shall be vacated automatically, and the Lawsuit shall proceed as though the Settlement Class had never been certified and such findings had never been made.

B. Nothing contained in this Preliminary Approval Order is to be construed as a presumption, concession, or admission by or against AJB or Plaintiffs of any default, liability, or wrongdoing as to any facts or claims alleged or asserted in the action, or in any actions or proceedings, whether civil, criminal or administrative, including, but not limited to, factual or legal matters relating to any effort to certify the action as a class action.

C. Nothing in this Preliminary Approval Order or pertaining to the Settlement Agreement, including any of the documents or statements generated or received pursuant to the claims administration process, shall be used as evidence in any further proceeding in this case or any other litigation or proceeding, including, but not limited to, motions or proceedings seeking treatment of the action as a class action.

D. All of the Court's prior orders having nothing whatsoever to do with Settlement Class certification shall, subject to this Preliminary Approval Order, remain in force and effect.

E. Class Counsel and Counsel for AJB are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Preliminary Approval Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the Settlement Agreement, to the form or content of the Notice of Settlement, or to the form or content of any other exhibits attached to the Settlement Agreement, that the Parties jointly agree are reasonable or necessary, and which do not limit the rights of Settlement Class Members under the Settlement Agreement.

F. This Court shall maintain continuing jurisdiction over these Settlement proceedings to assure the effectuation thereof for the benefit of the Settlement Class.

IT IS SO ORDERED.

Dated: _____, 2024

Hon. Anthony T. Verwey

EXHIBIT 5

Settlement Class Member Declaration

Instructions:

You can use this Settlement Class Member Declaration as a supporting document if you do not have documentation (such as invoices, payments, or correspondence) to support your Claim. Carefully read and fill in the applicable fields, describe the circumstances surrounding your Missed Pickup Claim, Reduced Service Frequency Claim, and/or Fuel Surcharge Claim, and sign this Declaration. **You must provide sufficient detail in order for the Settlement Administrator to evaluate your Claim.**

1. Settlement Class Member Information

Name: _____

Address: _____

Email: _____

Phone Number: _____

2. Missed Pickups

Missed Pickup Claims seek reimbursement for a trash or recycling pickup that AJB did not perform within 72 hours of a customer's scheduled collection time. Missed Pickups do not include 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.

Please include a detailed description of the facts that support your Missed Pickup Claim, including the dates of the Missed Pickups, the total number of Missed Pickups, any communication you previously sent to AJB regarding any Missed Pickup, and any contemporaneous documentation of any Missed Pickup (e.g. notices from AJB, pictures, posts on social media, etc.) along with a description of the documentation. If you require more space, please attach an addendum to this Declaration.

3. Reduced Service Frequency Claims

Reduced Service Frequency Claims seek 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.

Please include a detailed description of the facts that support your Reduced Service Frequency Claim, including the date you first experienced reduced service intervals, whether you have a contract or a quarterly subscription agreement with AJB, any communication you previously sent to AJB regarding the reduced service intervals, and any contemporaneous documentation of the reduction in service (e.g. notices or invoices from AJB, pictures, posts on social media, etc.) along with a description of the documentation. If you require more space, please attach an addendum to this Declaration.

4. Fuel Surcharges

Fuel Surcharge Claims seek reimbursement for Fuel Surcharges imposed by AJB on such Settlement Class Member during the Class Period without 30 days prior written notice from AJB. Fuel Surcharges are surcharges or fees 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.

Please include a detailed description of the facts that support your Fuel Surcharge Claim, including the date you were charged the Fuel Surcharge, any communication you previously sent to AJB regarding the Fuel Surcharge, and any contemporaneous documentation of the Fuel Surcharge (e.g. notices or invoices from AJB, pictures, posts on social media, etc.) along with a description of the documentation. If you require more space, please attach an addendum to this Declaration.

5. Declaration

The undersigned hereby declares: I have made a good faith effort to obtain copies of the documents that support my Claim; however, I was not able to obtain all of the documentation. All of the information that I supplied in this Settlement Class Member Declaration is true and correct to the best of my knowledge and belief. **I am signing this document under penalty of perjury.**

Signature: _____

Date: _____

Print name: _____

EXHIBIT 6

A.J. BLOSENSKI CLASS ACTION SETTLEMENT

INSERT ADDRESS

Telephone: INSERT

Email: INSERT

Settlement Website: INSERT

«MailDate»

NOTICE OF DEFICIENT CLAIM

INSERT ADDRESS

Re: A.J. Blosenski Class Action Settlement

Dear INSERT:

We write regarding your Claim in the above-referenced class action Settlement. After careful review of your Claim Form and any supporting materials you provided, we have determined that your Claim is deficient for the following reason(s):

- INSERT REASON(S)

We cannot approve your Claim until all deficiencies are cured. Please cure every deficiency noted above **in writing and either postmark or email it to us within thirty (30) days of the date of this Notice**, including by providing any requested information and/or documentation. You may do so by sending it to the physical address or email address at the top of this letter or, if appropriate, uploading it through the Settlement Website at [www.\[INSERT\].com](http://www.[INSERT].com). **Failure to timely and fully cure the deficiency will result in the denial of your Claim.**

Sincerely,

Epiq Class Action & Claims Solutions, Inc.
Settlement Administrator

EXHIBIT 7

A.J. BLOSENSKI CLASS ACTION SETTLEMENT

INSERT ADDRESS

Telephone: INSERT

Email: INSERT

Settlement Website: INSERT

«MailDate»

NOTICE OF DENIAL OF CLAIM

INSERT ADDRESS

Re: A.J. Blosenski Class Action Settlement

Dear INSERT:

We are the Court-appointed Settlement Administrator for the above-referenced class action settlement. After careful review of your Claim Form and any supporting materials you provided, we have denied your Claim for the following reason(s):

- INSERT REASON(S)

You were also notified of these reason(s) on [DATE]. Because your Claim was denied, you will not receive benefits under the Settlement. If you believe your claim was denied in error, however, you may contact us at the email address or telephone number provided above with specific reason(s) for why you believe the decision was incorrect.

Sincerely,

Epiq Class Action & Claims Solutions, Inc.
Settlement Administrator

EXHIBIT 8

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., a Pennsylvania Corporation,

Defendant

**COURT OF COMMON PLEAS
CHESTER COUNTY**

No. 2023-10303-CT

[PROPOSED] ORDER GRANTING FINAL APPROVAL TO CLASS ACTION SETTLEMENT

On the ___ day of _____, 2024, this Court heard the Plaintiffs’ motion for final approval of the settlement and entry of judgment.¹ This Court reviewed: (a) the motion and the supporting papers, including the Settlement Agreement; (b) any objections to the settlement; (c) the Parties’ responses to any objections; and (d) counsels’ arguments. Based on this review and the findings below, the Court finds good cause to grant the motion.

The Court makes the following findings:

1. The prerequisites for a class action under 231 Pa. Code § 1702 have been satisfied. The Court finds, in the specific context of this Settlement, that the following requirements are met: (a) the number of Settlement Class Members is in the tens of thousands and is so numerous that joinder of all Settlement Class Members is impracticable; (b) there are questions of law and fact common to the

¹ Capitalized terms in this Final Approval Order (“Order”), unless otherwise defined, have the same definitions as those terms in the Settlement Agreement.

Settlement Class Members; (c) Plaintiffs' claims are typical of the claims of the Settlement Class Members they seek to represent for purposes of the Settlement; and (d) Plaintiffs and Class Counsel have fairly and adequately represented the interests of the Settlement Class.

2. The prerequisites for a class action under 231 Pa. Code § 1708(a) have been satisfied. The Court finds, in the specific context of this Settlement, that the following requirements are also met: (a) questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; (b) a class action provides a fair and efficient method for settling the controversy under the criteria set forth in Rule 23; (c) because this is a Settlement, there is no risk of inconsistent or varying adjudications with respect to individual members of the class that would confront the Defendant with incompatible standards of conduct; (d) because this is a Settlement, there is no risk that adjudications with respect to individual Settlement Class Members would be dispositive of other members not parties to the adjudications.

3. The Court is aware of litigation in the Eastern District of Pennsylvania that may be related to this litigation, but finds that this forum is appropriate for the litigation and that any members of the federal court litigation could either participate in the Settlement or opt-out to continue to pursue their claims against the Defendant if they wished to do so.

4. The Court concludes that because the amount in controversy for each individual Settlement Class Member is relatively low, the expense of litigation and complexity of the issues do not support separate actions, but do justify certifying the Settlement Class as the recoveries justify the modest expense and effort of settlement administration.

5. The Court also concludes that, because the Lawsuit is being settled rather than litigated, the Court need not consider manageability issues that might otherwise be presented by the trial of a class action involving the issues in the Lawsuit.

6. The prerequisites for a class action under 231 Pa. Code § 1709 are satisfied because the representative parties adequately protected the interests of the Settlement Class, because they do not have a conflict of interest in the maintenance of the class action, and because their counsel has sufficient financial resources to assure that the interests of the class will not be harmed.

7. The Court has considered the following factors, and finds that each supports the final approval of the Settlement: (1) the value and certainty of the benefits to be provided by the Settlement to Settlement Class Members who submit valid and timely Claim Forms; (2) the defenses asserted by Defendant A.J. Blosenski, Inc. (“AJB”); (3) the risks to Plaintiffs and Settlement Class Members that AJB would successfully defend against class certification and/or against the merits of the claims alleged in this Lawsuit, whether litigated by Settlement Class Members themselves or on their behalf in a class action; and (4) the length of time that would be required for Settlement Class Members or any of them to obtain a final judgment through one or more trials and appeals.

8. The Court reaffirms its prior finding that the Settlement falls within the range of reasonableness because the Settlement has key indicia of fairness, in that (1) the Parties reached the Settlement only after extensive negotiations, which were contentious, at arm’s-length, (2) the Plaintiffs obtained sufficient confirmatory discovery from AJB and also conducted an independent investigation into the issues in the Lawsuit sufficient to enable counsel to act intelligently, and (3) the proponents of the Settlement are experienced in similar class action litigation.

In light of the Court’s findings, it is ORDERED as follows:

9. Pursuant to 231 Pa. Code §§ 1702, 1708(a), and 1709, the Court hereby certifies the following Settlement Class:

All current and former customers of AJB and/or Eagle Disposal, including homeowner associations (“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; and (iii) local, municipal, state, and federal governmental entities.

10. The Court reaffirms the appointments of Plaintiffs David Cericola, Ryan Ginsberg, Gina Angelotti, Richard Kosak, Tyler Rissler, Robert Szostkiewicz, and Pickering Meadows Community Association as the Class Representatives of the Settlement Class, and Sauder Schelkopf LLC as Class Counsel.

11. The Court reaffirms its prior finding that the Notice of Settlement and Claim Form, as well as the other notice methods described in the Notice Plan as set forth in the Settlement Agreement, satisfy the requirements of due process, 231 Pa. Code § 1712, and any other applicable laws, constitutes the best notice practicable under the circumstances, and constitute due and sufficient notice to all persons entitled thereto.

12. The persons identified in **Exhibit 1** hereto requested exclusion from the Settlement Class. These persons shall not share in the benefits of the Settlement, and this Order does not affect their legal rights to pursue any claims they may have against Defendant.

13. The Court has considered any objections to the Settlement, and finds that they are unpersuasive and therefore overrules all of them.

14. This Order applies to all claims or causes of action settled under the Settlement Agreement and binds all Settlement Class Members, including those who did not properly request exclusion under the Preliminary Approval Order. This Order does not bind persons or entities who submitted timely and valid requests for exclusion.

15. Plaintiffs and all Settlement Class Members who did not properly request exclusion are: (1) deemed to have completely released and forever discharged the Released Parties from all claims arising out of or asserted in the Lawsuit and the Released Claims; and (2) barred and permanently enjoined from asserting, instituting, or prosecuting, either directly or indirectly, these claims and the Released Claims. The full terms of the release described in this paragraph are set forth in the Settlement Agreement and are specifically incorporated herein by this reference.

16. 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.

17. Pursuant to the Parties' request, the Court will retain jurisdiction over the Action and the Parties for all purposes related to this settlement.

IT IS SO ORDERED.

Dated: _____, 2024

Hon. Anthony T. Verwey

EXHIBIT 9

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., a Pennsylvania Corporation,

Defendant

**COURT OF COMMON PLEAS
CHESTER COUNTY**

No. 2023-10303-CT

[PROPOSED] FINAL JUDGMENT

Judgment is hereby **ENTERED** in accordance with the Court's Orders of _____, 2024 and _____, 2024, which granted the Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs, and Service Awards.

IT IS SO ORDERED.

Dated: _____, 2024

Hon. Anthony T. Verwey

2023-10303-CT

EXHIBIT B



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Matthew D. Schelkopf

Joseph B. Kenney

Practice Areas

Automobile Defects and False Advertising

Consumer Fraud Class Actions

Sexual Misconduct and Gender Discrimination

Employee Rights Class Actions

General Complex Litigation

Case Highlights

About Us

Sauder Schelkopf has a nationally recognized litigation practice. The firm currently serves as court-appointed lead counsel in courts across the country. The attorneys at Sauder Schelkopf have recovered over \$500 million on behalf of their clients and class members. Our firm was recognized by the *Legal Intelligencer's* 2022 Professional Excellence Awards. [The Legal Intelligencer's Professional Excellence Awards](#) honor Pennsylvania law firms and attorneys who have made a significant, positive impact on the legal profession. Our firm was named in the Litigation Departments of the Year (Specialty Area Category), an award that honors the best litigation practice in a small or mid-sized firm in Pennsylvania. This recognition was based on the firm's 2021 litigation work and its important ongoing cases. *LawDragon* has recognized our attorneys in its list of the ["500 Leading Plaintiff Consumer Lawyers"](#) for 2022. This list notes: "From the opioid epidemic to toxic substances and defective products, truck accidents to wildfires and sexual abuse, these are the lawyers who stand on the front line in individual lawsuits and class actions seeking justice." Mr. Schelkopf was named to Pennsylvania's [Best Lawyers® 2022](#) for Class Actions/Mass Tort Litigation. *The American Lawyer* named Mr. Sauder to its [2021 Northeast Trailblazers](#). The honor recognizes 60 lawyers who are "truly agents of change." It "recognizes professionals in the Northeast who have moved the needle in the legal industry." *The Legal Intelligencer* named Mr. Sauder and Mr. Schelkopf in its [2020 Pennsylvania Trailblazers](#) list recognizing 31 lawyers who "have taken extra measures to contribute to positive outcomes . . . and who are truly agents of change." *The Legal* highlighted the firm's innovative work on advocacy as class counsel in large institutional sex abuse cover-ups, women's, and children's rights. Our attorneys have also consistently been recognized by their peers being named to [Pennsylvania SuperLawyer](#), a distinction held by the top 5% of attorneys in Pennsylvania. The National Law Journal selected the firm as a finalist for its [2023 "Elite Trial Lawyers"](#) awards. [Sauder Schelkopf was named a finalist for the Diversity Initiative Award](#). This award honors plaintiffs' firms that demonstrate a concerted and successful effort to promote diversity within their organization or the profession at large.

Joseph G. Sauder, Partner

Joseph G. Sauder handles complex cases on behalf of individuals, sexual abuse survivors, consumers, small businesses and employees. Mr. Sauder currently serves as court appointed lead counsel in state and federal courts across the country. He has successfully litigated cases against some of the largest companies in the world.



Mr. Sauder started his legal career as a prosecutor in the Philadelphia District Attorney's Office where, from 1998 to 2003, he successfully tried hundreds of criminal cases to verdict, including sexual abuse cases. *The National Law Journal* named Mr. Sauder to the [2023 Plaintiffs' Lawyers Trailblazers](#). The honor recognizes plaintiffs' lawyers who "prove to be born leaders, and true agents of change." The *National Law Journal* noted that all this year's honorees, "continue to make their mark in various aspects of legal work on the plaintiffs' side." He is one of only 51 plaintiff attorneys nationwide and the only Pennsylvania attorney selected to the elite list. *LawDragon* recognized Mr. Sauder in its list of the ["500 Leading Plaintiff Consumer Lawyers"](#) for 2022. The *Lawdragon* consumer law guide offers the publication's take on the best of the U.S. plaintiff bar specializing in representing consumers. The publication notes "these are the lawyers who stand on the front line in individual lawsuits and class actions seeking justice. They relish their role of underdog, taking on the toughest cases" *The American Lawyer* named Joe Sauder to its [2021 Northeast Trailblazers](#). The honor recognizes 60 lawyers who are "truly agents of change." It "recognizes professionals in the Northeast who have moved the needle in the legal industry." The Northeast includes Maine, New York, New Jersey, Vermont, Massachusetts, Rhode Island, Connecticut, New Hampshire, and Pennsylvania. *The Legal Intelligencer* named Mr. Sauder in its [2020 Pennsylvania Trailblazers](#) list recognizing 31 lawyers who "have taken extra measures to contribute to positive outcomes . . . and who are truly agents of change." *The Legal* highlights Joe's innovative work on advocacy as class counsel in large institutional sex abuse cover-ups, women's, and children's rights. Mr. Sauder has been repeatedly recognized by his peers. Since 2011, Mr. Sauder has been selected as a [Pennsylvania SuperLawyer](#), a distinction held by the top 5% of attorneys in Pennsylvania, as chosen by their peers and through the independent research of Law & Politics.

Mr. Sauder received his Bachelor of Science, magna cum laude in Finance from Temple University in 1995. He graduated from Temple University School of Law in 1998, where he was a member of Temple Law Review.

Mr. Sauder is admitted to practice before the Supreme Courts of Pennsylvania and New Jersey, the United States Court of Appeals for the Third Circuit, the United States District Courts for the Eastern District of Pennsylvania, the Middle District of Pennsylvania, the District of New Jersey and the District of Colorado. Mr. Sauder currently serves as a lead counsel in numerous class actions related to product, construction and automotive defect cases pending throughout the country.

Matthew D. Schelkopf, Partner

Matthew D. Schelkopf has extensive trial and courtroom experience throughout the United States, with an emphasis on class actions involving automotive defects, consumer protection, defective products and mass torts litigation.



The Legal Intelligencer named Mr. Schelkopf in its [2020 Pennsylvania Trailblazers](#) list recognizing 31 lawyers who “have taken extra measures to contribute to positive outcomes . . . and who are truly agents of change.” *The Legal* highlights Matthew’s work on behalf of clients who have been victimized by corporations. Since 2010, Mr. Schelkopf has been selected by Pennsylvania Super Lawyers as a Rising Star (a distinction held by the top 2.5% of attorneys in PA) and then a Pennsylvania Super Lawyer, as chosen by their peers and through the independent research of Law & Politics. In 2012, The American Lawyer Media, publisher of *The Legal Intelligencer* and the *Pennsylvania Law Weekly*, named Mr. Schelkopf as one of the “Lawyers on the Fast Track” a distinction that recognized thirty-five Pennsylvania attorneys under the age of 40 who show outstanding promise in the legal profession and make a significant commitment to their community. Mr. Schelkopf was also selected as a Top 40 under 40 by the National Trial Lawyers in 2012-2015.

Mr. Schelkopf began his legal profession as a criminal prosecutor with the District Attorney’s Office of York County. He quickly progressed to Senior Deputy Prosecutor where he headed a trial team responsible for approximately 300 felony and misdemeanor cases each quarterly trial term.

In 2004, Mr. Schelkopf then associated with a suburban Philadelphia area law firm, litigating civil matters throughout Pennsylvania and New Jersey. In 2006, he was co-counsel in a Philadelphia County trial resulting in a \$30,000,000.00 jury verdict in favor of his clients - the largest state verdict recorded for that year. Mr. Schelkopf currently serves as a lead and co-lead counsel in numerous class actions related to product and automotive defect cases pending throughout the country.

Outside of the office, Mr. Schelkopf enjoys spending time with his family, mountain and road biking, skiing and restoring classic automobiles. Three of his auto restorations have been featured in nationally circulated automotive publications.

Joseph B. Kenney, Partner

Joseph B. Kenney has experience representing consumers in class actions involving defective products, automotive defects, false and misleading advertising, and other consumer protection litigation. Mr. Kenney also represents victims of sexual misconduct in federal courts throughout the country.



Since 2017, Joe has been selected by Pennsylvania Super Lawyers as a Rising Star, an honor reserved for 2.5% of lawyers in Pennsylvania, as chosen by his peers based on his professional achievements. Joe is also the co-chair of the firm's Law & College Fellowship Program, where he mentors undergraduate students, law students, and new attorneys. Joe has argued numerous dispositive motions in federal courts across the country, deposed engineers and other highly specialized witnesses, and achieved settlements valued in the tens of millions of dollars on behalf of consumers.

Joe received his J.D., *cum laude*, from Villanova University's School of Law in 2013. While at Villanova, he was elected as a Managing Editor of Student Works for the Jeffrey S. Moorad Journal of Sports Law for his third year of law school. As a staff writer, his comment, *Showing On-Field Racism the Red Card: How the Use of Tort Law and Vicarious Liability Can Save the MLS from Joining the English Premier League on Racism Row*, was selected for publication in the Spring 2012 Volume of the Journal. Prior to law school, he attended Ursinus College where he majored in politics and minored in international studies. Mr. Kenney was also a member of the men's varsity soccer team at Ursinus.

Joe is admitted to practice before the Supreme Courts of Pennsylvania and New Jersey and the United States District Courts for the Eastern District of Pennsylvania, the District of New Jersey, the District of Colorado, and the Eastern District of Michigan.



Practice Area: Consumer Fraud Class Actions

The attorneys at Sauder Schelkopf have prosecuted and resolved numerous consumer fraud class actions on behalf of millions of consumers against nationally known corporations for deceptive and unfair business practices. Sauder Schelkopf's experience includes the following types of consumer fraud class action cases:

Automotive Defects - Automobiles are a major expense and consumers expect them to provide safe and reliable transportation for themselves and their family and friends. Some vehicles, however, may contain manufacturing or design defects that can pose a danger to our families and others on the road. Even if these defects do not create a potential safety issue, they might result in costly repairs to consumers.

Construction Defects - When consumers purchase a home, they expect the plumbing and other basic functions of the home to work without fail. Certain companies, however, are known to cut corners when designing and manufacturing their products. When an essential component of the home fails, it can lead to costly repair bills, damage to the surrounding property in the home, and high homeowner's deductibles.

Consumer Electronics Defects - As technology continues to evolve, more and more consumers purchase and depend upon electronic devices in their daily routines. From smartphones to state-of-the art drones, many manufacturers rush products to sale to take advantage of high consumer demand. As these products are rushed to market, consumers often are left between the difficult choice of paying expensive repair bills or placing their expensive product on the shelf to gather dust.

Medical Device Defects - Manufacturers of medical devices are held to high standards in the design, manufacturing, and marketing of their products. When a manufacturer learns of a defect in their medical device that could cause bodily harm to the end-user, the law imposes a strict duty on them to institute a recall immediately. Many times, however, manufacturers seek to place profits above the safety of their customers



Practice Area: Sexual Misconduct and Gender Discrimination

Sauder Schelkopf has a nationally recognized sexual misconduct practice with significant experience fighting for victims. Our former prosecutors have extensive experience investigating and trying cases. Sauder Schelkopf represented victims of clergy sexual abuse in dioceses throughout the country. We have litigated numerous class action and individual lawsuits throughout the country on behalf of sexual abuse survivors.



Practice Area: Employee Rights Class Actions

The attorneys at Sauder Schelkopf have protected workers' rights. Employees are given numerous protections under state and federal law. The attorneys at Sauder Schelkopf has held employers accountable to their obligations under the law when hiring, employing, and firing their workers.

If employees face discrimination based on their race, color, country of origin, religion, gender, sexual orientation, the employer is violating the law. In addition, many employees do not receive their due compensation as numerous employers engage in wage and hour violations. Whether you are a potential whistleblower, or your case is associated with any technical or creative legal matter, the attorneys at Sauder Schelkopf are available to discuss your potential case.

Case Highlights

The attorneys at Sauder Schelkopf have successfully litigated cases throughout the country including:

- *Afzal v. BMW of North America, LLC, (D.N.J.)* (class action on behalf of purchasers and lessees of BMW M3 vehicles with S65 engines containing an alleged rotating assembly defect resulting in engine failure);
- *Ajose v. Interline Brands, Inc., (M.D. Tenn.)* (\$16.5 million nationwide class action settlement on behalf of purchasers of defective toilet connectors);
- *Bang v. BMW of North America, LLC, (D.N.J.)* (class action settlement on behalf of hundreds of thousands of purchasers and lessees of certain BMW vehicles with N63 engines containing alleged oil consumption defect);
- *Bromley v. SXSW LLC, (W.D. Tex.)* (class action settlement related to ticket purchases for 2020 festival cancelled by the COVID-19 pandemic);
- *Brown v. Hyundai Motor Am., (D.N.J.)* (class action settlement related to defect that caused premature engine failure in approximately 1 million Hyundai vehicles);
- *In re Checking Account Overdraft Litig., (S.D. Fla.)* (class action resulting in a \$55 million settlement with US Bank; \$14.5 million settlement with Comerica);
- *Cole v. NIBCO, Inc., (D.N.J.)* (\$43.5 million class action settlement related to defect in PEX products that made them prone to leaking and causing substantial property damage);
- *Davitt v. Honda North America, Inc., (D.N.J.)* (class action settlement on behalf of hundreds of thousands of purchasers and lessees of Honda CR-V vehicles with alleged defective door lock actuators);
- *Desio et al. v. Insinkerator et al. (E.D. WA)* (\$3.8 million class action settlement on behalf of homeowners who purchased defective water filters);
- *Fath v. American Honda Motor Co., (D. Minn)* (class action settlement related to defect that caused vehicles to experience fuel dilution and eventually engine failure);

- ***Guill, Jr. v. Alliance Resource Partners, L.P., (S.D. Ill)*** (WARN Act class action on behalf of 200 coal miners);
- ***Hartley v. Sig Sauer, Inc., (W.D. Mo.)*** (class action settlement related to pistols that suffered from defect which made them susceptible to firing out-of-battery);
- ***Henderson v. Volvo Cars of North America LLC, (D.N.J.)*** (class action nationwide settlement on behalf of 90,000 purchasers and lessees of Volvo vehicles with defective GM4T65 automatic transmissions);
- ***In re: Hyundai and Kia Engine Litig., (C.D. Cal.)*** (class action settlement valued at \$892 million related to defect that caused catastrophic engine failure in approximately 4 million Hyundai and Kia vehicles);
- ***International Brotherhood of Electrical Workers Local 98 Pension Fund v Encore, (San Diego, CA)*** (shareholder derivative settlement implemented industry-leading reforms to its risk management and corporate governance practices, including creating Chief Risk Officer and Chief Compliance Officer positions, various compliance committees, and procedures for consumer complaint monitoring);
- ***Jackson v. Viking Group, Inc., (D. Md.)*** (class action settlement valued between \$30.45 million and \$50.75 million on behalf of owners of defective sprinklers that suffered from non-fire activations);
- ***Klug v. Watts Regulatory Co., and Ponzo v. Watts Regulatory Co., (D. Neb.)*** (\$14 million settlement on behalf of homeowners with defective toilet connectors and water heater connectors manufactured by Watts);
- ***Lax v. Toyota Motor Corporation, (N.D. Cal.)*** (class action on behalf of hundreds of thousands of purchasers and lessees of certain Toyota vehicles with alleged oil consumption defect);
- ***McCoy v. North State Aviation, (M.D.NC)*** (\$1.5 million settlement on behalf of hundreds of former employees for Worker Adjustment and Retraining Notification (WARN) violations when they were fired without notice);
- ***Mendoza v. Hyundai Motor America, Inc., (N.D. Cal.)*** (class action on behalf of hundreds of thousands of purchasers and lessees of certain Hyundai Sonata vehicles with alleged connecting rod bearing defect resulting in engine failure);

- *Neale v. Volvo Cars of North America LLC, (D.N.J.)* (certified class action on behalf of hundreds of thousands of purchasers and lessees of certain Volvo vehicles with alleged defective sunroof water drainage systems);
- *In re: Outer Banks Power Outage Litigation, (E.D.N.C.)* (\$10.3 million settlement on behalf of businesses impacted by massive power outage and evacuation cause by a bridge builder);
- *Physicians of Winter Haven v. Steris Corp., (N.D. Ohio)* (\$20 million class action settlement on behalf of surgical centers to recoup out-of-pocket expenses related to recalled medical device);
- *Rangel v. Cardell Cabinetry, LLC, (W.D. Tex.)* (\$800,000 settlement on behalf of hundreds of former employees of a Texas cabinetry maker for Worker Adjustment and Retraining Notification (WARN) violations when they were fired without notice);
- *Rivera v. Ford Motor Company, (E.D. Mich.)* (class action on behalf of hundreds of thousands of purchasers and lessees of certain Ford Focus vehicles with alleged defective Evaporative Emission Control (EVAP) systems causing sudden and unexpected engine stalling);
- *Smith v. Gaiam, (D. Colo.)* (\$10 million consumer class action settlement, which provided full relief to the class);
- *In re Stericycle Inc., Sterisafe Contract Litigation, (N.D. Ill.)* (\$295 million class action settlement on behalf of medical waste disposal customers of Stericycle regarding alleged automated price increases in violation of contractual terms);
- *Tolmasoff v. General Motors, (E.D. MI.)* (\$6 million nationwide class action settlement on behalf of purchasers and lessees alleging overstated MPG);
- *Traxler v. PPG Industries, Inc., (N.D. Ohio)* (\$6.5 million class action settlement on behalf of homeowners who purchased and used defective deck stain);
- *In re: USC Student Health Center Litig., (C.D. Cal.)* (\$215 million class action settlement on behalf of female patients of Dr. George Tyndall, a gynecologist at the University of Southern California accused of sexually assaulting students since the 1990s);

- ***Wallis v. Kia Motors America, Inc., (N.D. Cal.)*** (class action on behalf of hundreds of thousands of purchasers and lessees of certain Kia vehicles with alleged connecting rod bearing defect resulting in engine failure);
- ***Whalen v. Ford Motor Co., (N.D. Cal.)*** (class action on behalf of hundreds of thousands of purchasers and lessees of certain Ford and Lincoln vehicles with alleged defective MyFord Touch infotainment systems);
- ***Yaeger v. Subaru of America, Inc., (D.N.J.)*** (class action on behalf of hundreds of thousands of purchasers and lessees of certain Subaru vehicles with alleged oil consumption defect).