

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.
 - 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.

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.AJBClassActionSettlement.com.

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- 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: December 2, 2024	To receive a benefit, you must submit a Claim Form by the deadlines described below and listed on the Settlement Website, www.AJBClassActionSettlement.com .
Request Exclusion / Opt-Out Deadline: October 18, 2024	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: October 18, 2024	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 Scheduled for November 25, 2024	You are entitled to attend the Final Approval Hearing at which the Court will consider whether to grant final approval of the Settlement. The date and time of the Final Approval Hearing may be changed by the Court. Please check the Settlement Website at www.AJBClassActionSettlement.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.AJBClassActionSettlement.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; (iii) local, municipal, state, and federal governmental entities; (iv) individuals who receive(d) services pursuant to agreements between AJB and municipalities or governmental agencies; and (v) Temporary Roll-Off Customers.

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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 September 3, 2024, 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

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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 **November 25, 2024, at 1:30 p.m.** 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.AJBClassActionSettlement.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.AJBClassActionSettlement.com;
- by email to the Settlement Administrator using the email address info@AJBClassActionSettlement.com; or
- by U.S. Mail to the Settlement Administrator using the address: A.J. Blosenski, Inc. Settlement Administrator, PO Box 3410, Portland, OR 97208-3410.

Claim Forms are available for download at www.AJBClassActionSettlement.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 **December 2, 2024**.

Please check the Settlement Website at www.AJBClassActionSettlement.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,

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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.

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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 **October 18, 2024**, 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: A.J. Blosenski, Inc. Settlement Administrator, PO Box 3410, Portland, OR 97208-3410.

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 **October 18, 2024**, and include a detailed written statement of the objection(s) and the aspect(s)

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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: A.J. Blosenski, Inc. Settlement Administrator, PO Box 3410, Portland, OR 97208-3410.

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 **November 25, 2024, at 1:30 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

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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 www.AJBClassActionSettlement.com 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.AJBClassActionSettlement.com.

If you need more information or have any questions, you may contact the Settlement Administrator via the Settlement Website, www.AJBClassActionSettlement.com, by toll-free telephone at 1-888-788-8153, or by email at info@AJBClassActionSettlement.com.

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:

A.J. Blosenski, Inc. Settlement Administrator
PO Box 3410
Portland, OR 97208-3410

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