

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,

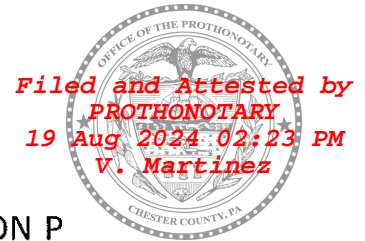
v.

A.J. BLOSENSKI, INC., a Pennsylvania
Corporation,

Defendant

COURT OF COMMON P
CHESTER COUNTY

No. 2023-10303-CT



**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:

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 1:30

P.m. on November 25, 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.

BY THE COURT:

Date: 8/19/2024



Anthony T. Verwey, J.