

**Notice of Proposed Class Action Settlement in *New Merkle Investors, LLC v. BFI Waste Services, LLC et al.*, No. CV-2021-903302 (Jefferson Cnty. Cir. Ct. Ala.)**

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

You are receiving this notice because you were identified as a commercial or industrial customer who received waste hauling and/or recycling services from one of the following entities or their corporate affiliates and paid price increases for those services at some point between January 1, 2017 through September 30, 2025: Allied Waste Services of North America, LLC, Allied Waste Transportation, Inc., Allied Waste Systems, Inc., Allied Waste Services of Massachusetts, LLC, BFI Waste Services of Texas, LP, BFI Waste Services LLC, BFI Waste Services of Indiana, LP, Consolidated Disposal Services, LLC, Republic Services of Ohio Hauling, LLC, Republic Services of Pennsylvania, LLC, Republic Services of South Carolina, LLC, Tri-County Refuse Services, Inc., or any of their sister companies or corporate affiliates (collectively “Defendants”). After years of litigation, significant discovery, and multiple mediations a settlement between the parties has been reached that may affect you as a member of this class.

*An Alabama court authorized this notice. This is not a solicitation from a lawyer.*

**BASIC INFORMATION**

**1. What is a Notice and why should I read it?**

The Court authorized this Notice to inform you about a proposed Settlement with Defendants. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. This Notice explains the lawsuit, the Settlement and your legal rights.

This case is called *New Merkle Investors, LLC v. BFI Waste Services, LLC et al.*, No. CV-2021-903302 (Jefferson Cnty. Cir. Ct. Ala.).

**1. Why did I get this Notice?**

Defendants’ records show that you received waste hauling or recycling services from Defendants at some point between January 1, 2017 and September 30, 2025 pursuant to a written contract and that the price that you paid for those services increased during that time and therefore you may be a Settlement Class Member. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. This Notice contains only a summary of the Settlement. If you would like to receive a full copy of the Settlement Agreement, including the defined terms used herein, please contact the Settlement Administrator at RG2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479, Attn: BFI Waste Services Settlement.

**2. What is this lawsuit about?**

This lawsuit claims that Defendants increased their prices for waste hauling and/or recycling services for contracted commercial and industrial customers by an amount in excess of that allowed by certain underlying contracts. Defendants deny that they are liable for any claims and deny all allegations because they believe their pricing practices comply with their contracts. More information about the complaint in the lawsuit can be found on the Settlement Website at [www.BFIWasteServicesSettlement.com](http://www.BFIWasteServicesSettlement.com).

### **3. Why is there a Settlement?**

The Court has not decided whether the Plaintiffs or Defendants should win this case. Instead, both sides agreed to settle their claims. That way, they can avoid the uncertainty, risks and expenses of ongoing litigation and Settlement Class Members will be eligible to get compensation now rather than years later—if ever. The Class Representatives and attorneys for the Settlement Class Members, called Class Counsel, agree that the Settlement is in the best interests of the Settlement Class Members. The Settlement is not an admission of wrongdoing by the Defendants. The Court authorized notice to be given solely for the purpose of the settlement. Notice does *not* express the opinion of the Court on the merits of the claims or defenses.

### **4. What is a class action lawsuit?**

A class action is a lawsuit in which one or more plaintiffs, called “Class Representatives,” sue on behalf of a group of people who have similar claims. Together, this group is called a “Class” and consists of “Class Members.” In this lawsuit, the Class Representatives are: New Merkle Investors, LLC; Woody’s Pizzeria, Inc.; A+ Auto Service, LLC; Budget Inns of Pensacola, Inc. d/b/a Palm Court Inn; The Albany Condo. Assoc.; JD Feldman Properties; Hermitage of Ravenswood Condominium Association; Garibian & Assoc. Accountancy. Co; Peel Pizza Co.; Coastal Community Foundation of South Carolina, Inc.; Michigan Vision Inst., PLLC; YSH Amelia LLC dba Amelia Plaza Apts.; MS Auija LLC dba Marathon Gas Station; Red Bard Consulting, Inc.; Bryce Brewer Law Firm, LLC; Lamark, LLC; Buffalo Seafood House, LLC; SVO Lawn & Garden; GF Restaurants Group, Inc.; and Andrew B. Wade D.D.S., M.S. LLC.

In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class.

### **WHO IS INCLUDED IN THE SETTLEMENT?**

### **5. How do I know if I am in the Settlement Class?**

You may be a part of the Settlement as a Settlement Class Member if you: (1) were an open-market commercial or industrial customer residing in South Carolina, Florida, California, Pennsylvania, Massachusetts, Michigan, Illinois, Texas, Ohio, Indiana, Arkansas, Oklahoma, and Jefferson County, Alabama, (2) entered into an automatically renewing written contract for waste hauling and/or recycling services with Defendants or their corporate affiliates; (4) your contract contained a rate adjustment provision with the following language (or substantially similar language): “Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal facility used by Company; (c) the Consumer Price Index for all Urban Consumers; (d) the average weight per cubic yard of Customer’s Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; or (e) Company’s costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer’s consent, which may be evidenced verbally, on writing or by the parties’ actions and practices”; and (5) you paid rate increases in excess of the combined total of 6% for cost increases plus the applicable increase in CPI during the applicable Class Periods defined below.

The Class Periods are:

- January 1, 2017 through September 30, 2025, for services received in Florida, California, Illinois and South Carolina.
- June 1, 2019 through September 30, 2025 for services received in Michigan, Ohio, and Indiana.
- August 1, 2021 through September 30, 2025 for services received in Pennsylvania.
- June 1, 2021 through September 30, 2025 for services received in Massachusetts.
- September 30, 2021 through September 30, 2025 for services received in Texas.
- January 1, 2017 through September 30, 2025 for services received in Jefferson County, Alabama.
- January 1, 2017 through December 31, 2018 for services received in Arkansas.
- January 1, 2020 through June 30, 2021 for services received in Oklahoma.

Even if all of the above criteria is met, the Settlement Class excludes any customer: (1) receiving services under the terms of a franchise agreement, (2) whose contract expired and therefore the customer was operating without a written contract, (3) whose contract was not fully executed; (4) who signed a contract form originally drafted by the customer, (5) who signed a contract on or after April 4, 2021 (or whose contract otherwise contained a class action waiver or arbitration provision), (5) who negotiated material changes (which include any restrictions to payment of price increases or an initial or renewal term of one year or less without an auto renewal provision) to the form contract presented by the waste hauling or recycling provider; (6) whose contract contained a term allowing the waste hauling provider or recycling provider to adjust prices to achieve or maintain an acceptable operating margin; (7) received credits and/or refunds which offset any price increase amounts paid during the Class Period.

The Settlement Class also excludes such entities and people who opt out of the Settlement Class as provided in Article V.

## **6. What are the settlement class member benefits?**

Defendants have agreed to make settlement funds available to resolve any valid claims made by Settlement Class Members. You may be entitled to receive a benefit as a Settlement Class Member. Settlement Class Members who submit a valid claim by the deadline (as set out below) may receive payment of one of two different types of claims.

Class members may be eligible to receive either an account number claim or a contract claim. Any Settlement Class Member may pursue an account number claim by submitting a claim form identifying the settlement class member's account number. Any Settlement Class Member, except those Settlement Class Members who submit an account number claim, can pursue a contract claim by submitting a claim form that attests that the Settlement Class Member paid rate increases during the Class Period and that attaches (i) the Settlement Class Member's contract with a Defendant during the class period and under which it paid price increases and (ii) an invoice showing the

service rate charged to the Settlement Class Member is higher than the rate shown on the face of such contract.

Settlement Class Members who submit an account number claim are eligible to receive \$100. Settlement Class Members who submit a contract claim and do not submit an account number claim are eligible to receive a payment between \$200 and \$250. The amount of a contract claim will be determined by the size of the Settlement Class. If the Settlement Class contains 190,001 or more Settlement Class Members, the amount of each contract claims will be \$200.00. If the Settlement Class contains between 180,001 and 190,000 Settlement Class Members, the amount of each contract claim will be \$210.00. If the Settlement Class contains between 170,001 and 180,000 Settlement Class Members, the amount of each contract claim will be \$220.00. If the Settlement Class contains between 160,001 and 170,000 Settlement Class Members, the amount of each contract claim will be \$230.00. If the Settlement Class contains between 150,001 and 160,000 Settlement Class Members, the amount of each contract claim will be \$240.00. If the Settlement Class contains 150,000 or fewer Settlement Class Members, the amount of each contract claim will be \$250.00. The Parties will determine the number of the Members of the Settlement Class and notify the Court of that number within 30 days of Preliminary Approval.

Please visit [www.BFIWasteServicesSettlement.com](http://www.BFIWasteServicesSettlement.com) or contact the Claims Administrator at BFI Waste Services Settlement, c/o RG2 Claims Administration, LLC, P.O. Box 59479, Philadelphia, PA, 19102-9479, for a full description of benefits and documentation requirements.

## 7. What are my rights and options?

**You May Submit a Claim:** To receive a benefit, you must submit a Claim Form that is electronically available at [www.BFIWasteServicesSettlement.com](http://www.BFIWasteServicesSettlement.com). You will be bound by the terms of the Settlement Agreement. The completed Claim Form must be submitted online or received by the Settlement Administrator at the below address **April 30, 2026**:

BFI Waste Services Settlement  
c/o RG2 Claims Administration, LLC  
P.O. Box 59479  
Philadelphia, PA 19102-9479

**You May Do Nothing.** If you do nothing, upon the Court's final approval of the Settlement Agreement, you will still be legally bound by the terms of the Settlement Agreement. You will also release any and all claims against Defendants (as well as their parent companies, sister companies, corporate affiliates, officers and employees) arising out of or relating directly or indirectly to the facts alleged or which could have been alleged in the underlying lawsuits. This means you will not be able to sue the Defendants for any claims detailed in the release in the Settlement Agreement. This release will affect your rights. To view terms of the release, review the Settlement Agreement, which is available upon request by emailing the Claims Administrator at 1-866-742-4955.

**You May Opt Out:** Or you may opt-out of the Settlement by **March 17, 2026**. To ask to be excluded, you must execute and submit a Request for Exclusion to the BFI Waste Services Settlement, c/o RG2 Claims Administration, LLC, P.O. Box 59479, Philadelphia, PA, 19102-9479, postmarked on or before the end of the March 17, 2026. The written notification must include: (1) the full name and address; (2) your signature and/or the signature of your duly authorized representative; and (3) a clear statement that you intend to be excluded from the Settlement Class. If you opt yourself out from the Settlement, you will receive *no benefits* under the Settlement.

However, you will not be in the Settlement Class and will not be legally bound by the Court's rulings related to the Settlement Class in this lawsuit.

**You May Object:** You can also object to the settlement if you do not like it. You can give reasons why you think the Court should not approve it and the Court will consider your view. To object, you must file or send a written objection to **both of the following persons at the below addresses by March 10, 2026** (the "Objection Deadline") or you will be deemed to have waived all objections:

Oscar M. Price, IV  
ATTN: Republic Class Action Objection  
Price & Armstrong, LLC  
1919 Cahaba Road  
Birmingham, Alabama 35223

Meridyth M. Andresen  
ATTN: Republic Class Action Objection  
Bryan Cave Leighton Paisner, LLP  
Two North Central Ave, Ste. 2100  
Phoenix, AZ 85004

Upon receipt of these objections, Mr. Price and Ms. Andresen will provide copies of your objection to the Court.

The objection must be in writing and be personally signed by you or your attorney. The objection must include: (1) the Settlement Class Member's full name, current mailing address, telephone number, and e-mail address; (2) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g. copy of the notice, copy of Class Members' relevant contract(s) with Defendants and evidence that price increases were paid during the class period); (3) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (4) the identity of any and all counsel representing the objector in connection with the objection; (5) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (6) the objector's signature and/or the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and (7) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years. To be timely, written notice of an objection in the appropriate form must be received by Mr. Price and Ms. Andresen and contain the case name and number: *New Merkle Investors, LLC v. BFI Waste Services, LLC et al., No. CV-2021-903302 (Jefferson Cnty. Cir. Ct. Ala.)* by the Objection Deadline.

**Difference Between Objecting and Opting Out of the Settlement:** Objecting simply means telling the Court that you do not like something about the Settlement. You can only object if you stay in the Settlement Class. Opting out of the Settlement Class means you are excluding yourself from the Settlement Class and telling the Court that you do not want to be a part of the Settlement Class. If you opt out of the Settlement Class, you have no basis to object because the case no longer affects you. Do not submit both an objection and a Request for Exclusion form.

## THE COURT'S FINAL FAIRNESS HEARING

### **8. When and where will the Court hold a hearing on the fairness of the Settlement?**

The Court is scheduled to hold a Final Approval Hearing on **March 31, 2026 at 3:00 p.m.** at 716 Richard Arrington Jr Blvd, Birmingham, AL 35203. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees up to one-third of the Settlement Fund, reimbursement of costs for Class Counsel, and Incentive Awards Class Representatives. A request for approval of such amounts will be filed with the Court and available through the Claims Administrator.

The location, date and time of the Final Fairness Hearing is subject to change by Court order. Any changes will be posted at the Settlement Website, [www.BFIWasteServicesSettlement.com](http://www.BFIWasteServicesSettlement.com), or through the Court's publicly-available docket. You should check the Settlement Website to confirm the date and time have not changed.

### **9. Do I need to come to the hearing?**

No. You may appear at the hearing but you don't have to. The Court appointed Price Armstrong, LLC and Cory Watson PC as Class Counsel to represent the Settlement Class And they will answer any questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. If your written objection was mailed on time and meets the other criteria described above, the Court will consider it. However, you may appear on your own behalf or pay a lawyer to attend on your behalf to assert your previously-submitted objection.

### **10. May I speak at the hearing?**

Yes. If you do not exclude yourself from the Settlement Class, you (or your attorney) may appear and speak at the Final Fairness Hearing concerning your part of the proposed Settlement.

## ADDITIONAL INFORMATION

### **11. Where can I get additional information?**

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at [www.BFIWasteServicesSettlement.com](http://www.BFIWasteServicesSettlement.com) or by writing to Claims Administrator at BFI Waste Services Settlement, c/o RG2 Claims Administration, LLC, P.O. Box 59479, Philadelphia, PA, 19102-9479 or emailing the Claims administrator at [BFIWasteServicesSettlement@rg2claims.com](mailto:BFIWasteServicesSettlement@rg2claims.com).

**PLEASE DO NOT CALL THE COURT, THE CLERK OF COURT, THE JUDGE WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.**