

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Settlement Agreement”) is entered into by and between Defendants Republic Services of South Carolina, LLC, Allied Waste Services of North America, LLC, Allied Waste Transportation, Inc., Allied Waste Systems, Inc., BFI Waste Services of Texas, LP, BFI Waste Services LLC, Tri-County Refuse Services, Inc., Republic Services of Ohio Hauling, LLC, BFI Waste Services of Indiana, LP, Republic Services of Pennsylvania, LLC, Allied Waste Services of Massachusetts, LLC, Consolidated Disposal Services, LLC, (collectively “Defendants”) and Plaintiffs 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 Barn 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, (collectively, “Plaintiffs”), and on behalf of the Settlement Class defined herein, subject to approval by the Court.

RECITALS

WHEREAS, the above consolidated lawsuits is comprised of the Parties and claims alleged or that could have been alleged regarding any and all payments for waste hauling services and/or recycling services, including service charges and related fees (the “Litigation”);

WHEREAS, each Plaintiff has each asserted contract, tort, and injunctive claims, on their own behalf and on behalf of putative classes of persons similarly situated in South Carolina, Florida, California, Pennsylvania, Massachusetts, Michigan, Illinois, Texas, Ohio, Indiana, Arkansas, Oklahoma, and Jefferson County, Alabama, seeking monetary damages and other relief on behalf classes of persons and entities who entered into a contract with direct or indirect subsidiaries and affiliates of Republic Services, Inc. and who paid rate increases.

WHEREAS, Defendants deny all allegations of wrongful conduct and damages, deny liability to Plaintiffs or the putative classes, assert that their conduct and practices are lawful and proper, and asserts numerous procedural and substantive defenses to Plaintiffs’ claims, and Defendants further deny that this Litigation satisfies the requirements to be tried as a class action under the state and federal rules applicable to each lawsuit brought by Plaintiffs;

WHEREAS, the Parties have engaged in extensive arm’s length negotiations concerning the claims alleged, the defenses presented, and the potential risk and uncertain outcomes of continued litigation for all Parties, as part of a multiple mediations, including two mediations before the Honorable Layne Phillips (Ret.), former United States Attorney and former United States District Judge.

WHEREAS, Plaintiffs have conducted a thorough investigation of the facts and claims alleged herein through extensive litigation and discovery and as part of the mediation process and, having taken into account the sharply contested issues involved in this litigation, the risks and

costs to the Settlement Class of continued litigation and attendant appeals, the uncertain outcomes of continued litigation and attendant appeals, and the substantial relief to be provided to the Settlement Class pursuant to this Settlement Agreement, Plaintiffs believe a settlement on the terms set forth in this Settlement Agreement is fair, equitable, and in the best interests of the Settlement Class, and have thus agreed to settle this Litigation on the terms set forth herein.

WHEREAS, Defendants, though expressly disclaiming any liability or wrongful conduct, but nonetheless recognizing the uncertainty of continued litigation and appeals, desire to resolve this Litigation to avoid further expense, to eliminate risk, and to resolve all claims brought by Plaintiffs on their own behalf and on behalf of the Settlement Class on the terms set forth in this Settlement Agreement and have thus agreed to settle this Litigation.

WHEREAS, Plaintiffs and Defendants have agreed to settle and fully and finally resolve their disagreements on a multi-state basis in thirteen separate states for the consideration and under the terms set forth herein, which shall include a full and complete release of Defendants.

THEREFORE, intending to be legally bound and acknowledging the sufficiency of the consideration provided herein, the Parties agree, subject to the approval of the Court and the provisions contained herein, that this Litigation and Plaintiffs' Claims against Defendants, as herein defined, are fully and finally settled and that this Litigation shall be dismissed with prejudice on the terms and conditions set forth herein.

ARTICLE I DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the following meanings.

1.1 “***Administration Expenses***” shall mean the costs of administering this Settlement Agreement from the date of execution through the completion of distribution of funds to the Settlement Class, which is comprised of all amounts paid to the Settlement Administrator, all costs of class notice, and all costs of allocation and distribution of funds.

1.2 “***Claims Cap***” shall mean the maximum amount to be paid to any class member. For purposes of this Settlement Agreement, the total amount paid to any individual class member shall be no more than \$250. The Claims Cap shall apply to customers who qualify as class members and shall be applied on a per customer basis regardless of the number of accounts that customer may have.

1.3 “***Class Counsel***” shall mean the law firms of Price Armstrong LLC and Cory Watson, and the attorneys of record who are members of those law firms, and Ken Simon.

1.4 “***Class Period***” shall mean January 1, 2017, through September 30, 2025, inclusive of both the start and end dates for classes of customers in Florida, California, Illinois and South Carolina. The “***Class Period***” for customers located in Michigan, Ohio, and Indiana shall be June 1, 2019 through September 30, 2025; for customers located in Pennsylvania it shall be August 1, 2021 through September 30, 2025; for customers located in Massachusetts it shall be June 1, 2021 through September 30, 2025; for customers located in Texas it shall be September 30, 2021 through September 30, 2025; for customers located in Alabama it shall be January 1, 2017 through

September 30, 2025; for customers located in Arkansas it shall be January 1, 2017 through December 31, 2018; for customers located in Oklahoma it shall be January 1, 2020 through June 30, 2021.

1.5 “**Court**” shall mean the Circuit Court of Jefferson County, Alabama.

1.6 “**Defendants**” means the waste hauling and recycling subsidiaries defined as “Defendants” in the opening paragraph of this Settlement Agreement. Any release of Defendants’ liability will also extend to all predecessors, successors, direct and indirect parents and subsidiaries, sister companies, affiliated companies, any acquired companies, divisions, related or affiliated entities, any and all direct and indirect subsidiaries of Republic Services, Inc., and any entity in which Defendants or their direct and indirect parent companies have a controlling interest, and for each and every above referenced entity, its respective past, present, and future directors, managers, officers, employees, agents, attorneys, insurers, co-insurers, reinsurers, and each and all of its respective predecessors, assigns, and legal representatives.

1.7 “**Defendant’s Counsel**” shall mean the law firm of Bryan Cave Leighton Paisner, LLP and Bradley Arant Boult Cummings LLP.

1.8 “**Expenses**” shall mean the out-of-pocket costs paid by Plaintiffs’ counsel for expenses related to pursuit of the Litigation (defined below) prior to reaching this Settlement Agreement in an amount not to exceed \$1.785 million.

1.9 “**Final Approval**” shall mean the earliest date on which all three of the following conditions are satisfied: (1) the Court enters final judgment, (2) the Court awards attorneys’ fees and Expenses, (3) all counsel for Plaintiffs in the Litigation execute the counsel agreement, and (4) any appellate rights of non-Parties with respect to this Settlement Agreement, if any non-Parties have standing to pursue such rights, have expired or have been exhausted, culminating in affirmation of this settlement as proposed by the Parties.

1.10 “**Final Fairness Hearing**” shall mean the hearing provided in Section 3.1(i).

1.11 “**Final Order**” shall mean the final order and judgment of the Court approving this Settlement Agreement and the settlement provided herein, which shall, among other things, dismiss with prejudice this Litigation and release all claims that could have been brought therein by Plaintiffs and the Settlement Class.

1.12 “**Litigation**” shall refer to the following civil actions collectively:

- (a) *Woody’s Pizzeria, Inc. v. Republic Servs., Inc. et al.*, No: 7:22-cv-1242 (U.S. District Court of South Carolina);
- (b) *A+ Auto Service, LLC v. Republic Servs. of South Carolina, LLC*, No. 2:21-cv-01492 (U.S. District Court of South Carolina);
- (c) *Budget Inns of Pensacola, Inc. v. Republic Servs., Inc.*, No. 3:24-cv-540 (N.D. Fla.);

- (d) *The Albany Condo. Assoc. v. Republic Servs., Inc.*, No. 1:24-cv-10852 (N.D. Ill.);
- (e) *Garibian & Assoc. Accountancy Co. v. Republic Servs., Inc.*, No. 2:24-cv-09486 (C.D. Cal.);
- (f) *Peel Pizza Co. v. Republic Servs., Inc.*, No. 1:25-cv-11387 (D. Mass.);
- (g) *Michigan Vision Inst., PLLC v. Republic Servs., Inc.*, No. 4:25-cv-11454 (E.D. Mich.);
- (h) *Red Bard Consulting, Inc. v. Republic Servs, Inc.*, No. 5:25-cv-02953 (E.D. Pa.);
- (i) *Bryce Brewer Law Firm, LLC v. Republic Servs., Inc.*, No. 4:22-cv-00120 (E.D. Ark.);
- (j) *Lamark, LLC v. Republic Servs., Inc.*, No. 6:22-cv-00172 (E.D. Okla.); and
- (k) *New Merkle Investors, LLC v. Republic Servs., Inc.*, No. 01-CV-2021-903302.00 (Circuit Court of Jefferson County, Alabama, Birmingham Division).

1.13 “**Net Settlement Fund**” shall mean the portion of the Settlement Fund remaining after payment of the awarded attorneys’ fees, Expenses, and class representative incentive awards, and the Administration Expenses

1.14 “**Parties**” shall mean Plaintiffs and Defendants, including each and all of their respective predecessors, successors, direct and indirect parents and subsidiaries, acquired companies, divisions, related or affiliated entities, and any entity in which any of them have a controlling interest, and for each and every above referenced entity, its respective past, present, and future directors, managers, officers, employees, agents, attorneys, insurers, co-insurers, reinsurers, and each and all of its respective predecessors, assigns, and legal representatives.

1.15 “**Plaintiffs’ Claims**” shall mean any and all claims, whether known or unknown, Plaintiffs or any member of the Settlement Class brought or could have brought against Defendants related to any of the payments made for the waste hauling or recycling services they received or any claims involved or any of the allegations asserted in pleadings in the Litigation, including without limitation, claims (whether based in contract, tort, common law, statute, or any other legal or equitable theory) involving the negotiation, assessment, presentation, representation, suppression, or payment which regard or relate to the Rate Adjustments.

1.16 “**Preliminary Approval Order**” shall mean the order to be entered by the Court granting preliminary approval of this Settlement Agreement that satisfies the conditions listed in Section 3.1(a)–(i).

1.17 “**Rate Adjustments**” shall mean and refer to all payments for waste hauling or recycling services paid by members of the Settlement Class which have been the subject of claims

in any of the cases which comprise the Litigation including any price increases paid by members of the Settlement Class.

1.18 “**Released Claims**” shall mean any and all causes of action, claims for damages, equitable, legal and administrative relief, interests, penalties, fees, costs, demands, losses, liabilities or rights, whether based on federal, state, or local laws, statutes or ordinances, regulations, contracts, common law or any other source, known or unknown, whether or not concealed or hidden, accrued or not yet accrued, that Plaintiffs and the Settlement Class have against Defendants regarding the Rate Adjustments (or any other claims for any other damages alleged in the Litigation), including without limitation, claims for breach of contract, claims for unjust enrichment or quasi-contract, claims for injunctive or declaratory relief, and claims for violation of any state or federal statutes, rules, or regulations, including without limitation any common law or statutory claims for unlawful, unconscionable, unfair, deceptive, or fraudulent business practices arising out of, based upon, or related to the facts, transactions, events, occurrences, acts, practices, disclosures, or omissions that were alleged or could have been alleged in the Litigation, including without limitation, those arising from the implementation, maintenance, calculation, assessment, modification, marketing, disclosure, allocation, and/or charging and collecting of any payments for waste hauling or recycling services, including but not limited to invoice charges, fees and the Rate Adjustments.

1.19 “**Settlement Administrator**” shall mean RG2 Claims Administration, LLC 30 South 17th Street, Philadelphia, PA 19103-4196, which shall be retained and compensated by Defendant, with all such costs being paid out of the settlement fund as set out herein.

1.20 “**Settlement Class**” shall mean “All open-market commercial and industrial customers who reside in South Carolina, Florida, California, Pennsylvania, Massachusetts, Michigan, Illinois, Texas, Ohio, Indiana, Arkansas, Oklahoma, and Jefferson County, Alabama, who entered into an automatically renewing written contract for waste hauling services or recycling services with direct or indirect subsidiaries and affiliates of RSI during the Class Period and whose contract contained a rate adjustment provision that allowed for unilateral increases to adjust for increases in various enumerated costs and CPI as well as an optional cost increases based upon the customers’ consent and who paid rate increases in excess of the combined total of 6% for cost increases plus the applicable increase in CPI at the relevant time period.” The Settlement Class excludes any customer receiving services under the terms of a franchise agreement, whose contract expired and therefore the customer was operating without a written contract, who did not execute a contract, whose contract was indicated to be “unsigned” in the Defendants’ databases, who signed a contract form originally drafted by the customer, who signed a contract on or after April 4, 2021 (or whose contract otherwise contained a class action waiver or arbitration provision), or who negotiated material changes (which include any restrictions to payment of price increases or a term of one year or less without an auto-renewal provision) to the form contract presented by the waste hauling or recycling provider. The Settlement Class also excludes such entities and people who opt out of the Settlement Class as provided in Article V.

1.21 “**Settlement Class Member**” shall mean a member of the Settlement Class.

1.22 “**Settlement Fund**” shall mean an amount of \$40,000,000 possessed by Defendants used to (1) provide monetary compensation to all members of the Settlement Class that both submit

a valid claim form and do not file a valid and timely opt-out notification (which shall be distributed by the Settlement Administrator in accordance with the terms set out herein), (2) pay awarded attorneys' fees, Expenses, and class representative incentive awards, and (3) pay the Administration Expenses.

1.23 “***Settlement Notice***” shall mean the notice of proposed class action settlement provided for herein.

ARTICLE II CERTIFICATION OF THE SETTLEMENT CLASS

2.1 The Parties entered this Settlement Agreement solely for the purposes of fully and finally resolving the Litigation along the lines and terms set forth herein. Nothing in this Settlement Agreement shall be construed as an admission by Defendants of any wrongdoing as asserted in the Litigation or that this Litigation or any similar case is amenable to class certification for purposes of trial or that any of the Released Claims are meritorious in any respect.

2.2 The Parties agree, for the sole purpose of effecting a settlement, and upon the express terms and conditions set out in this Settlement Agreement, Plaintiffs shall seek, and Defendants will not oppose, certification of the Settlement Class defined above. The Parties acknowledge and agree that if this Settlement Agreement is not fully and finally approved by the Court without material change, the settlement is voidable at the election of either Party and, if voided, that Defendants has not waived and has expressly reserved the right to challenge the certification of the Settlement Class and the substantive merits of Plaintiffs' claims in the Litigation, and to object to and appeal any order entered in any of the cases that comprise the consolidated Litigation. Nothing in this Settlement Agreement may be used in any judicial or administrative proceeding regarding the propriety of class certification outside of settlement. The Court's certification of the Settlement Class is not and shall not be deemed to be the adjudication of any fact or issue for purpose other than the accomplishment of the Settlement.

2.3 If this Settlement is not approved by the Court for any reason, or is modified by the Court (including any change to the release provided herein), or is otherwise terminated, then the following terms apply.

(a) This Settlement Agreement shall have no legal or persuasive effects and shall immediately become null and void, and the Parties expressly agree to do whatever is necessary legally and procedurally to return all cases that comprise this Litigation to their pre-settlement status, including filing all necessary joint motions;

(b) This settlement and all aspects of it, including but not limited to, all negotiations, terms and documents created as a result of negotiations, or the proposed settlement may not be used for any purpose in this or any other legal action unless the subject of that legal action is the settlement of the Litigation;

(c) The Litigation, including the actions consolidated therein, shall revert to the same procedural and legal status existing prior to the Parties entering into this Settlement Agreement;

(d) The Settlement Class shall be automatically decertified, and the Parties shall take whatever action is appropriate so that the Parties can be restored to their pre-settlement positions, and

(e) Any portion of the Settlement Fund paid (other than any amount paid to the Settlement Administrator for administration) shall be returned to Defendants within thirty (30) days.

ARTICLE III PRESENTATION OF THE SETTLEMENT TO THE COURT

3.1 Within 14 days of the execution of this Settlement Agreement, Plaintiffs shall submit to the Court a Motion for Preliminary Approval and a proposed Preliminary Approval Order, which Defendants shall have an opportunity to review and revise, and shall not ultimately oppose once agreed, which shall

- (a) incorporate the terms of this Settlement Agreement,
- (b) approve and appoint Class Counsel,
- (c) grant preliminary approval of this Settlement Agreement as fair, reasonable, adequate, and in the best interests of the Plaintiffs and Settlement Class under the Alabama Rules of Civil Procedure,
- (d) grant preliminary certification of the Settlement Class solely for the purposes of effectuating the settlement contemplated by this Settlement Agreement,
- (e) order the parties to the Litigation to effectuate stays and cease all discovery efforts in those respective cases,
- (f) enjoin any further actions relating to the subject matter of this Settlement Agreement,
- (g) approve and direct notice to be given to members of the Settlement Class as set out herein
- (h) set procedures for objections and opt-outs, and
- (i) set a hearing for Final Approval of this Settlement Agreement.

ARTICLE IV NOTICE TO THE CLASS

4.1 The Settlement Administrator shall provide notice to the Settlement Class as soon as is practical after entry of the Preliminary Approval Order, but no later than 60 days following entry of the Preliminary Approval Order unless otherwise necessary and mutually agreed. Such notice shall take the form attached hereto as Exhibit A.

ARTICLE V PROCEDURE FOR OPTING OUT OF THE SETTLEMENT CLASS

5.1 Any member of the Settlement Class who does not wish to participate in this settlement must write to the Settlement Administrator, Class Counsel, and Defendant's Counsel stating an intention to "opt out" of the class. This written notice must be signed by the Settlement Class Member and must be received by the Settlement Administrator, Class Counsel, and Defendants' Counsel not later than fourteen (14) days prior to the date set for the Final Fairness Hearing.

5.2 Any attempt to opt out by notice to the Clerk of the Court, the Court, or any person other than the Settlement Administrator, Class Counsel, and Counsel for Defendants shall be of no effect.

5.3 Any attempt to opt out which is not received by the Settlement Administrator, Class Counsel, and Counsel for Defendants within the deadlines set forth in the agreement shall be of no effect.

5.4 Any objector who timely submits an objection as set forth below, but does not file written notice of opting-out shall not be considered to have complied with the terms of the opt-out procedure and shall be bound by the Settlement Agreement if approved by the Court.

5.5 Class Counsel and Defendants' Counsel may jointly agree to waive failure to comply with the requirements of Sections 5.1– through 5.4. For any such waiver to be effective, both Class Counsel and Defendants' Counsel must jointly agree to the waiver.

ARTICLE VI PROCEDURE FOR PRESENTING OBJECTIONS

6.1 Members of the Settlement Class shall have the right to appear and show cause, if they have any, why the Court should not approve the proposed settlement. The Class Members may also object to the allowance or disallowance of claims of Settlement Class Members, the implementation or enforcement of the Settlement Agreement, the binding effect of the Settlement Agreement upon the claims of any Class Member, the allowance of attorneys' fees and Expenses requested, or any other aspect of the proposed settlement or Settlement Agreement.

6.2 Any objection must be filed with the Court, with a copy delivered to Class Counsel and Defendant's Counsel as set out below, no later than fourteen (14) days prior to the Final Fairness Hearing.

6.3 All written objections must be delivered to both of the following addresses, and when received will be provided to the Court:

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

6.4 An objection to the Settlement Agreement shall be signed by the objector; shall clearly state a desire to object to the Settlement Agreement; shall reference the above case-style; and shall include the following information:

(a) the objecting party's name, signature, title, home and business addresses, home and business telephone numbers, and a copy of the objecting party's contract(s) that was in place during the Class Period with Defendants and the date the objecting party entered into a contract with Defendants (or other information sufficient to identify the class member's contract);

(b) a notice of intention to appear, either in person or through an attorney, with the name, address, and telephone number of the attorney, if any, who will appear;

(c) certification that the objecting party is a Settlement Class Member;

(d) a statement of each objection asserted;

(e) a detailed description of the basis and facts underlying and supporting each objection;

(f) a detailed description of the legal authorities, if any, underlying and supporting each objection;

(g) copies of exhibits and/or affidavits, if any, the objecting party may offer during the hearing;

(h) a list of all witnesses, if any, the objecting party may call to testify at the hearing, along with a summary of each witness's anticipated testimony;

(i) the signature, full name, firm name, and business address of all attorneys and all other people and entities who have a financial interest in the objection;

(j) a list of all objections to other class action settlements made or threatened in other cases, including the result of those objections (including but not limited to any financial compensation received therefrom).

6.5 No objector shall be heard and no papers, briefs, or pleadings submitted by any such Settlement Class Member shall be received and considered by the Court unless the Court, Class Counsel, and Defendants' Counsel, receive the objector's written and signed objection at least fourteen (14) days prior to the Final Fairness Hearing. Any Settlement Class Member who

fails to object in the manner described above shall be deemed to have waived all objections of the Settlement Class Member and will be forever barred from making any such objections in the Litigation, in any other action or proceeding, or from taking an appeal of the Final Order in this Litigation. Settlement Class Members who wish to object may, but are not required to, obtain counsel at their own expense to represent them in connection with any such objection and are allowed but not required, to appear in person before the Court at the Final Fairness Hearing. Settlement Class Members who submit objections may be required by the Court to submit bonds reflecting the full cost of delayed payment of claims and of the Settlement Fund.

ARTICLE VII

THE SETTLEMENT FUND AND ADMINISTRATION OF THE SETTLEMENT

7.1 Defendants will make available up to \$40,000,000 in Settlement funds (“the Settlement Fund”) for the payment of claims, attorneys’ fees, Expenses, Administration Expenses, and class representative incentive awards.

7.2 To be eligible to receive a monetary payment as part of this settlement, a Settlement Class Member must submit a properly completed claim form .Any Settlement Class Member that desires to be eligible for a monetary payment as part of this settlement must only complete one claim form regardless of how many accounts or sites exist for such Settlement Class Member.

(a) 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.

(b) Subject to Section 7.2(c), Settlement Class Members who submit an account number claim are eligible to receive \$100. Subject to Section 7.2(c), 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 shall agree on the number of the Members of the Settlement Class and notify the Court of that number within 30 days of Preliminary Approval.

(c) All claims payments to Settlement Class Members are subject to pro-rata reduction if the value of all valid claims received exceeds the Net Settlement Fund.

7.3 Defendants shall provide the Settlement Administrator with customer information necessary to administer the settlement and to distribute funds which includes the Customers' name, last known physical address and account number. Using this information, the Settlement Administrator shall award and distribute to each Settlement Class Member that is a former customer who submits a valid and timely claim form its pro rata share of the Net Settlement based upon the total number of Settlement Class Members who received Class Notice subject to the Claims Cap. Settlement Class Members that are current customers and submit a valid and timely claim form will receive payment in the form of an automatic credit to their invoices. Such credit will be issued by Defendants within 135 days following Final Approval.

7.4 All claims forms must be received by the Settlement Administrator on or before sixty (60) days following the Final Order. The Settlement Administrator shall report all of the Claims made to Defendants seventy (70) days following the Final Order. Defendants shall have the right to evaluate the validity and amount of any claims made by Settlement Class Members and provide that information to the Settlement Administrator.

7.5 Within one-hundred-and-twenty (120) days of Final Approval, Defendants shall cause the total amount validly and timely claimed by Settlement Class Members who are former customers to be transferred to the Settlement Administrator. The Settlement Administrator shall distribute the settlement compensation to Settlement Class Members who are former customers and who submitted valid and timely claims as determined by the Settlement Administrator as set forth herein within one-hundred-and-thirty-five (135) days of Final Approval. Defendants need not pay any Settlement Amount to Settlement Class Members or the Settlement Administrator beyond the amount sufficient to pay valid claims. Defendants need not pay any amount to Plaintiffs' counsel beyond the Court approved attorneys' fees and Expenses. Payments to anyone other than Plaintiffs' Counsel, the Settlement Administrator (including those made to the Settlement Administrator for the benefit of paying valid claims) and credits to existing customers who submit valid claims are permitted under this Settlement Agreement. Any remaining amount in the Settlement Fund after payment of attorneys' fees, Expenses, Administration Expenses and valid claims shall remain with Defendants. Any settlement checks that are issued to Settlement Class Members with valid claims will only remain valid for ninety (90) days, and any unclaimed funds reflected on those checks will remain with Defendants after ninety (90) days if the checks are not cashed.

7.6 Defendants can challenge the validity of Settlement Class Member claims by demonstrating such claimant is not a member of the Settlement Class in that its contract in place during the class period had any of the following terms: (1) a term of one year or less without an auto renewal provision; (2) a term stating that contract automatically renewed for one year or less; (3) an arbitration provision or class-action waiver provision; (4) a rate restriction; (5) a term allowing price increases to achieve or maintain an acceptable operating margin; or (6) rate adjustment clauses that are materially different than those upon which the Litigation is based. Defendants may also challenge the validity of Settlement Class Members claims by demonstrating that such claimant is not a member of the Settlement Class in that it: (1) was not operating under a written, fully-executed agreement during the Class Period; (2) did not pay price increases above

6% plus CPI increased amount; or (3) received credits and/or refunds which offset any price increase amounts paid during the Class Period. Defendants can also challenge the validity of a Settlement Class Member's claims based upon failure to fit within the Settlement Class Definition for any other reason. Such challenges shall be evaluated by the Settlement Administrator which shall inform Class Counsel of its determination.

ARTICLE VIII COMPLETE RELEASE AND DISMISSAL OF CLAIMS

8.1 Plaintiffs, on behalf of themselves and the Settlement Class, by and through Class Counsel, shall do all things necessary under this Settlement Agreement to obtain the entry of a final judgment under the Alabama Rules of Civil Procedure consistent with the terms of this Settlement Agreement. Defendants shall have no further liability to Plaintiffs or any Settlement Class Member arising out of or relating to Plaintiffs' Claims, as alleged in the operative Complaint, and/or Released Claims, it being acknowledged that Defendants are forever purchasing peace from the Settlement Class for all matters arising out of or relating to Plaintiffs' claims as alleged, or which could have been alleged regarding or relating to the Rate Adjustments in the operative Complaint, and arising out of or relating to Released Claims, including but not limited to, any and all claims, whether known or unknown, Plaintiffs or any member of the Settlement Class brought or could have brought against Defendants related to any of the Rate Adjustments involved or allegations asserted in the various class actions that comprise the Litigation, including without limitation, any and all claims at law or equity (whether based in contract, tort, common law, or any other legal or equitable theory) involving the negotiation, assessment, presentation, representation, suppression, or payment which in any regard or relate to the Rate Adjustments. This release is to be construed as broadly as possible as to the matters released.

8.2 Each member of the Settlement Class who does not validly and timely opt-out of the settlement hereby expressly waives and releases any and all provisions, rights or benefits conferred by § 1542 of the California Civil Code or by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable or equivalent to § 1542 of the California Civil Code, with respect to the Released Claims, provided that reference to § 1542 of the California Civil Code or similar statutes shall not be deemed to convert a specific release into a general release. Section 1542 of the California Civil Code provides:

Section 1542. General Release—Claims Extinguished. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

8.3 Each Settlement Class Member may hereafter discover facts other than or different from those which he, she or it knows or believes to be true with respect to the Released Claims, but each member of the Settlement Class who does not validly and timely opt-out of the settlement hereby expressly, fully, finally and forever settles and releases any known or unknown, suspected or unsuspected, contingent or non-contingent claim that would otherwise fall within the definition of Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

8.4 As an express element and condition of this Settlement Agreement and the benefits conferred upon the Settlement Class, Plaintiffs, individually and on behalf of the Settlement Class, and with the express approval of the Court, shall settle, compromise, resolve, release, waive, discharge, and terminate any and all of the Plaintiffs' Claims and Released Claims and dismiss the Litigation, without prejudice, upon execution of the final Settlement Agreement. The claims will be dismissed *with* prejudice within ten (10) days of Final Approval.

ARTICLE IX INCENTIVE AWARDS

9.1 Named Plaintiffs shall seek the Court's approval of a total class representative incentive award of \$285,000 from the Settlement Fund. Such amount will be distributed among each of the named Plaintiffs in the above-styled action, and former class representative Buffalo Seafood, LLC, as incentive award for their time and efforts on behalf of the Settlement Class and as settlement of such class representatives' individual claims arising from the Litigation from the Settlement Fund. Defendants do not oppose and will not appeal incentive awards up to these amounts.

9.2 Defendants shall transfer from the Settlement Fund to Class Counsel's trust account the total amount of class representative incentive award approved by the Court within seven (7) days of Final Approval provided that Class Counsel provides Defendants with an IRS Form W-9 completed by Price & Armstrong, LLC and all necessary wire transfer instructions at least 30 days in advance of the payment deadline. Thereafter, Class Counsel shall cause such incentive awards to be distributed to named Plaintiffs upon receipt from Defendants.

9.3 Plaintiffs' agreement to the foregoing incentive awards did not occur until the substantive terms of the settlement, including the relief to the Settlement Class, had been negotiated and agreed upon during mediation. These incentive awards shall constitute sufficient consideration for named Plaintiffs, and are separate from any attorneys' fees.

ARTICLE X ATTORNEYS' FEES AND COSTS

10.1 Class Counsel will petition the Court for an award of attorneys' fees and Expenses to be paid out of the Settlement Fund for all attorney services and Expenses relating to the Litigation, including but not limited to, services rendered and to be rendered in connection with the Settlement Agreement or its implementation.

10.2 The amount of attorneys' fees to be awarded to Class Counsel shall be determined by the Court, but Defendants shall not oppose or appeal any award up to 33 and 1/3% of the Settlement Fund (*i.e.* \$13,333,333) and Plaintiffs' counsel agree not to seek more than 33 and 1/3% of the Settlement Fund in attorneys' fees.

10.3 The amount of reimbursement of litigation Expenses to Class Counsel shall be determined by the Court, but Defendants shall not oppose or appeal any reimbursement of litigation expenses up to \$1,785,000, to be paid out of the Settlement Fund, provided Plaintiffs provide a declaration to Defendants of the break down by category of such expenses prior to final approval being sought, which includes clarification as to which consolidated expenses are included

in this total as well as confirmation, in writing, that none of the expert expenses and other identified expenses relating to the *Pietoso v. Republic Services, Inc. et. al* and *CIS Comm'ns v. Republic Services, Inc., et al.* are included in this total. Plaintiffs hereby agree to not seek an award of Expenses in excess of \$1,785,000.

10.4 The amount of attorneys' fees and Expenses approved by the Court shall be paid by wire transfer to Price Armstrong, LLC as Class Counsel within seven (7) days of Final Approval by Defendants provided that Class Counsel provides Defendants with an IRS Form W-9 completed by Price & Armstrong, LLC and all necessary wire transfer instructions at least 30 days in advance of the payment deadline. Class Counsel shall distribute attorneys' fees and Expenses approved by the Court (including a portion of such fees and Expenses to other counsel for Plaintiffs) as necessary and established by separate agreement(s) among Plaintiffs' counsel. Such payment of attorneys' fees by Defendants shall constitute the only payment of, and entitlement to, attorneys' fees arising out of the Litigation.

10.5 The Parties' discussion of Class Counsel's attorneys' fees and litigation Expenses and Class Counsel's agreement to the foregoing attorney's fees and reimbursement of litigation expenses did not occur until the substantive terms of the Settlement, including the relief to the Settlement Class, had been negotiated and agreed upon during mediation.

ARTICLE XI NO ADMISSION OF LIABILITY

11.1 This Settlement Agreement and the Court Orders effecting this Settlement Agreement are not a concession or admission of wrongdoing or liability by any party hereto and shall not be cited to or otherwise used or construed as an admission of any fault, omission, liability, or wrongdoing on the part of any party hereto.

11.2 Neither this Settlement Agreement, nor the fact of settlement, nor any settlement negotiations or discussions, nor the order or judgment be entered approving this Settlement Agreement, nor any related document shall be deemed an admission, concession, presumption, or inference against any party to this Settlement Agreement. To the contrary, Plaintiffs, on behalf of themselves and the Settlement Class, by and through Class Counsel, acknowledge that legitimate disagreements exist with respect to their claims and Defendants specifically disclaims and denies any liability or wrongdoing whatsoever and have entered into this Settlement Agreement for no purpose other than to avoid future inconvenience and protracted, costly litigation. In addition, except as expressly provided herein, Defendants do not admit or concede that any class can or should be certified, whether under Alabama Rule of Civil Procedure 23, its federal counterpart, or any analogous state rule of civil procedure, whether in litigation or in connection with a different settlement.

ARTICLE XII FAILURE TO OBTAIN COURT APPROVAL

12.1 If the Final Order with all material terms as jointly proposed by the Parties is not entered, or if the Parties are unable to obtain dismissal with prejudice in all courts in which the Litigation is pending, or if this settlement is not finally approved and consummated in all material

respects as provided in this Settlement Agreement, or if the Final Order is reversed on appeal, or if appealed the Final Order is not affirmed in all material respects, this Settlement Agreement shall be null and void for all purposes except that the award of an amount lower than the maximum amount stated in Section 10.2, 10.3 or Section 9.1 shall not cause the Settlement Agreement to be null and void.

12.2 Except as expressly provided herein, in the event the Court certifies a class for settlement purposes that differs in any material way from the Settlement Class defined in this Settlement Agreement, or in the event that the Court modifies or enters an order of settlement at variance in any material way with the terms hereof, or in the event the Final Order is materially modified on appeal, then this Settlement Agreement shall be voidable for all purposes, at the option of the Plaintiffs or Defendant. If the Plaintiffs or Defendants elect to exercise this right, such party must do so in writing, with copies to all counsel of record and to the Court, within thirty (30) days of such order, and any settlement class certified shall be immediately decertified. In the event the class is decertified, this Settlement Agreement and any orders or notices, and any drafts, communications, and discussions regarding this settlement (written or oral) shall be ineffective and inadmissible in evidence for any purpose in the Litigation or any other lawsuit, and such Stipulation shall be deemed terminated unless otherwise agreed to in writing by all Parties hereto or their respective counsel. Also, in the event the class is decertified, Plaintiffs agree to immediately dismiss the consolidated class action complaint so that the individual state class actions can resume in their respective states where they were previously pending. Defendants agree to submitting this Settlement Agreement to a Jefferson County, Alabama Court solely for purposes of settling these claims and reserve all rights to challenge an Alabama Court's jurisdiction over the merits of all claims in the consolidated class action complaint.

12.3 The Parties acknowledge this is a compromised settlement to resolve claims over which the Parties disagree and is not intended to be used for any other purpose, including without limitation any attempted use should the class be decertified or should this settlement not be approved.

ARTICLE XIII GENERAL PROVISIONS

13.1 **Entire Settlement Agreement.** The foregoing constitutes the entire agreement between the Parties with respect to the any and all claims of the Plaintiffs and putative class members against Defendants in the consolidated actions and may not be modified or amended except in writing signed by all Parties hereto. To the extent this Settlement Agreement differs in any manner whatsoever from prior written or oral agreements regarding the claims of Plaintiffs and putative class members against Defendants, the terms and conditions of this Settlement Agreement shall control. The determination of the terms of and the drafting of, this Settlement Agreement has been by mutual agreement after negotiation, with consideration by, and participation of, all Parties hereto.

13.2 **Governing Law.** This Settlement Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of Alabama, without regard to conflict of laws rules. This Settlement Agreement shall be enforced solely in the Circuit Court of Jefferson County, Alabama, through the date of Final Approval and until the conclusion of all appeals of that

Final Approval Order (or the expiration of the time to file an appeal if no appeal is filed). The Parties and all members of the Settlement Class waive any objection that each may now have or hereafter have to the venue of such suit, action, or proceeding and irrevocably consent to the jurisdiction of this Court in any such suit, action or proceeding to enforce the terms of this Settlement Agreement through the stated time period, and agree to accept and acknowledge service of any and all process which may be served in such a such suit, action or proceeding to enforce the terms of this Settlement Agreement, except as otherwise set forth herein.

13.3 Best Efforts. All Parties and counsel shall use their best efforts to cause the Court to grant preliminary approval to this Settlement Agreement promptly and to take all steps contemplated by the Settlement Agreement to effectuate the settlement on the stated terms and conditions and, further, to obtain Final Approval. Specifically, Plaintiffs, Class Counsel, Defendants, and Defendants' counsel agree to recommend the settlement contained in this Settlement Agreement as being in the best interests of the Settlement Class under the circumstances, and both Plaintiffs and Defendants agree to oppose any objections submitted by members of the Settlement Class or others to the extent such objections are directed at both Plaintiffs and Defendants. The Parties agree to cooperate in all matters incidental to the proposal of this class settlement, including scheduling of hearings and deadlines and further discovery (except confirmatory discovery, if necessary).

13.4 Dispute Resolution. Should any dispute arise between the Parties regarding this Settlement Agreement, or any matters related or incident thereto, the Parties agree to mediate such dispute with Honorable Layne Phillips (Ret.) with each side (Plaintiffs v. Defendants) to bear ½ of the costs associated with any such mediation. The costs associated with any such mediation will not be paid out of the Settlement Fund. In the event that any such mediation is unsuccessful, the parties can agree to submit their dispute to binding arbitration before Judge Layne Philips (Ret.). However, if the parties do not all agree to submit the dispute to binding arbitration, the parties agree to bring any enforcement action in a California state court in Orange County that occurs the conclusion of any appeals (or the time to appeal) the Final Approval Order.

13.5 Court Filings. No Party shall file any materials with the Court in support of the settlement that are inconsistent with the terms of the Settlement Agreement and without prior approval of the other Parties.

13.6 Binding Effect of Settlement Agreement. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties to this Settlement Agreement, Class Counsel, and the Settlement Class Members, and their respective heirs, predecessors, successors and assigns. Nothing herein shall prevent Defendants from assigning its rights and obligations to the maximum extent permitted by law.

13.7 Execution in Counterpart/Multiple Copies. The Parties may execute this Settlement Agreement in counterparts, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument. Electronic copies of the executed Settlement Agreement shall be considered an original and may be relied upon as such.

13.8 Recitals Incorporated by Reference. The Recitals are hereby incorporated by reference as part of the Settlement Agreement between the Parties.

13.9 **Taxes.** All Settlement Class Members shall be responsible for paying any and all federal, state and local taxes, if any, due on the payments made to them pursuant to the settlement provided herein. No opinion concerning the tax consequences of the proposed settlement to Settlement Class Members or anyone else is given or will be given by the Parties or the Parties' counsel, and no representations in this regard made by virtue of this Settlement Agreement.

13.10 **Covenants Of Counsel:** Class Counsel expressly agrees that they will not represent any individual who (i) is a Settlement Class Member who challenges in any way the settlement described in this Settlement Agreement; or (ii) who opts-out or who claims at some later date that they were not bound by the terms of this Settlement Agreement for any reason. It is expressly acknowledged and agreed that no Party will institute, participate in, or encourage any appeal from an order implementing this Settlement Agreement or any objection to the implementation of this Settlement Agreement and settlement; provided, however, any Party has the right to appeal an order which materially alters the terms of this Settlement Agreement (including the consideration to be given by or to any Party).

13.11 **No Other Financial Obligations on Settlement Class Members.** Settlement Class Members shall not be liable or obligated to pay any fees, expenses, costs, or disbursements to the Named Plaintiffs, Class Counsel, or Settlement Class, either directly or indirectly, in connection with the Litigation or this Settlement Agreement other than the amounts expressly provided for herein or as approved by the Court.

13.12 **No Other Financial Obligations on Defendants.** Defendants shall have no further obligations or liabilities to pay any fees, expenses, costs, or disbursements to Plaintiffs, Class Counsel, Settlement Administrator, or Settlement Class, either directly or indirectly, in connection with the litigation or this Settlement Agreement once all payments are made from the Settlement Fund as set out herein.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have caused this Settlement Agreement to be executed as of this 12th day of December 2025.

[signature pages to follow]



John B. Nickerson

Vice President, Assistant Secretary

On behalf of Republic Services of South Carolina, LLC, Allied Waste Services of North America, LLC, Allied Waste Transportation, Inc., Allied Waste Systems, Inc., BFI Waste Services of Texas, LP, BFI Waste Services LLC, Tri-County Refuse Services, Inc., Republic Services of Ohio Hauling, LLC, BFI Waste Services of Indiana, LP, Republic Services of Pennsylvania, LLC, Allied Waste Services of Massachusetts, LLC, Consolidated Disposal Services, LLC.

Signature: New Merkle Investors, LLC

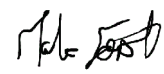
Name: S. Maurice Humphries, Jr.

On behalf of New Merkle Investors, LLC

Signature: 

Name: Todd Webb

On behalf of Woody's Pizzeria, Inc.,

Signature: 

Name: Gabe Foust

On behalf of A+ Auto Service, LLC

Signature: ANMESH PATEL

Name: ANIMESH PATEL

On behalf of Budget Inns of Pensacola, Inc.

Signature: Christopher Fletcher

Name: Christopher Fletcher

On behalf of The Albany Condo Assoc.

Signature: JD Feldman Properties

Name: Joe Feldman

On behalf of JD Feldman Properties

Signature: Roy Roongseang

Name: Roy Roongseang

On behalf of Hermitage of Ravenswood Condominium Assoc.

Signature: Eva Garibian

Name: Eva Garibian

On behalf of Garibian & Assoc. Accountancy Co.

Signature: BAJ _____

Name: Brendan Higgins

On behalf of Peel Pizza Co.

Signature: David Galvin _____

Name: David Galvin

On behalf of Coastal Community Foundation of South Carolina, Inc.,

Signature: Edward P. Stack _____


Name: Edward P. Stack

On behalf of Michigan Vision Inst., PLLLC

Signature: Isca Harmatz _____

Name: Isca Harmatz

On behalf of YSH Ameila LLC

Signature:  _____

Name: Sukhpreet Kaur _____

On behalf of MS Auija LLC

Signature:  _____

Name: Sara Hamann _____

On behalf of Red Barn Consulting, Inc.

Signature:  _____

Name: Bryce Brewer _____

On behalf of Bryce Brewer Law Firm, LLC

Signature:  _____

Name: Marylee J Grasso _____

On behalf of Lamark LLC

Signature: *ajv*

Name: Amber Justice Vassey

On behalf of Buffalo Seafood House, LLC

Signature: *SVO Lawn & Garden Jacob Reass*

Name: Jacob Reass

On behalf of SVO Lawn & Garden

Signature: *Usanus Siritararatn*

Name: Usanus Siritararatn

On behalf of GF Restaurants Group, Inc

Signature: *Andrew B. Wade D.D.S., M.S. LLC*

Name: Andrew B. Wade

On behalf of Andrew B. Wade D.D.S., M.S. LLC