

**UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
SPARTANBURG DIVISION**

PINNACLE WASTE SERVICES, LLC, et al.,

Plaintiffs,

v.

WASTE CONNECTIONS US, INC. et al.,

Defendants.

Case No. 7:21-cv-02600-JDA

**ORDER PRELIMINARILY APPROVING
SETTLEMENT CLASS AND PROVIDING FOR NOTICE***

Before the Court is Plaintiff's Motion for Preliminary Approval of the class action Settlement Agreement ("Settlement Agreement" or "Agreement") by Plaintiff Pinnacle Waste Services, LLC ("Pinnacle" or "Plaintiff"), individually and as representative of the Settlement Class defined below, and Defendants Waste Connections US, Inc. ("WCUS"), Waste Connections of South Carolina, Inc. ("WCSC"), Waste Connections of North Carolina, Inc. ("WCNC"), and Waste Connections Lone Star, Inc. ("Lone Star") (collectively, "Defendants").

Pinnacle, on behalf of itself and the Settlement Class, and Defendants have agreed to settle all claims asserted against Defendants in this Action with prejudice on the terms and conditions in the Settlement Agreement, subject to approval of this Court.

Plaintiff seeks an order from the Court: (i) preliminarily approving the Settlement as fair, reasonable, and adequate; (ii) preliminarily certifying, for settlement purposes

* All capitalized words within this Order shall have the same meaning as defined in the settlement Agreement.

only, the Settlement Class under Rule 23; (iii) determining that the Notice of Settlement satisfies Rule 23 and due process; (iv) approving the Notice Plan and directing that Notice of Settlement be disseminated to the Settlement Class; (v) approving the procedures for persons or entities in the Settlement Class to request exclusion from the Settlement Class or object to the Settlement; (vi) preliminarily appointing, for settlement purposes only, Class Counsel; (vii) preliminarily appointing, for settlement purposes only, Plaintiff as Class Representative; (viii) appointing Epiq Class Action & Claims Solutions, Inc. (“Epiq”) as the Settlement Administrator; and (ix) scheduling a Final Approval Hearing to consider final approval of the Settlement and any applications for attorneys’ fees, costs, and expenses as well as a service award for Plaintiff pursuant to the Settlement Agreement.

Plaintiff filed the Motion for Preliminary Approval of the Settlement on June 8, 2026, and pursuant to Rule 23 of the Federal Rules of Civil Procedure, requested the Court enter an order preliminarily approving the Settlement, preliminarily certifying, for settlement purposes only, the Settlement Class, and authorizing notice to the Settlement Class. The Court has reviewed and considered the Settlement Agreement, Plaintiff’s Motion for Preliminary Approval, and related filings and arguments in connection therewith, and for good cause, finds the Motion should be **GRANTED**.

The Court hereby **ORDERS** the following:

1. Fed. R. Civ. P. 23(a), 23(b), and 23(e) are satisfied for purposes of preliminary approval of the Settlement Agreement only. The Court preliminarily approves the Settlement Agreement as fair, reasonable, and adequate.

2. Notice of the Settlement should be directed to the Settlement Class, the Settlement Class should be conditionally certified, for settlement purposes only, Price

Armstrong, LLC and Langley Law Firm should be appointed as Class Counsel, Plaintiff should be appointed as Class Representative, Epiq should be appointed as Settlement Administrator, and a Final Approval Hearing should be set.

Terms of the Proposed Settlement

3. Defendants will pay One Million, Four-Hundred Thousand Dollars (USD) (\$1,400,000.00) into the Settlement Fund by depositing the Settlement Amount into the Escrow Account within ten (10) business days after the Effective Date. The Settlement Fund will be administered and distributed in accordance with the Settlement Agreement. After deduction of (i) any Court-ordered attorneys' fees, costs, and expenses to Class Counsel, (ii) any Court-ordered service award to Plaintiff, (iii) the costs of notice and administration expenses of the Settlement Fund, (iv) all applicable taxes, and (v) any other approved fees, costs, and expenses, the Net Settlement Fund will be distributed within thirty (30) days after the Effective Date to Claimants who submit timely and valid Claims, in equal shares per approved Claim. Only one Claim may be submitted per distinct service address, regardless of the number of accounts at that address.

4. To receive payment, a Claimant must timely submit a completed and signed Claim Form under penalty of perjury, either online through the Settlement Website or by mail. The Settlement Administrator will review Claims, issue deficiency notices as needed, and provide thirty (30) days to cure any deficiencies.

5. Any attorneys' fees, costs, and expenses will be paid only after the Effective Date as defined in the Settlement Agreement and only by approval of the Court, which will consider any request for attorneys' fees, costs, and expenses by Class Counsel in conjunction with the Court's consideration of request for entry of the Final Approval Order.

Certification of the Settlement Class

6. For settlement purposes only, the Court finds that preliminary certification of the following Settlement Class is appropriate under Fed. R. Civ. P. 23:

All persons and entities, including but not limited to corporations, partnerships, limited liability companies, non-profit organizations, governmental, quasi-governmental, and public bodies, and other organizations, to the extent not excluded below, that arranged for or received solid waste collection services in the United States from any Waste Connections Entity at any time during the Class Period.

Excluded from the Settlement Class are: (i) Waste Connections and any Waste Connections Entity, and each of their respective officers, directors, affiliates, legal representatives, employees, successors, and assigns; (ii) the judge presiding over the Action and any member of the Court's staff and their immediate family members; (iii) any customer that received solid waste collection services pursuant to a Franchise Agreement between a Waste Connections Entity and a municipality or other governmental entity and did not have an individual Service Agreement with a Waste Connections Entity; (iv) any customer that received solid waste collection services from a Waste Connections Entity in a Rate Regulated Market; (v) any HOA and any customer receiving solid waste collection services pursuant to an agreement between an HOA and a Waste Connections Entity; (vi) Residential Customers; (vii) any customer with a Service Agreement that contains a binding Class Action Waiver; (viii) all brokers listed on Exhibit F and all persons or entities that received solid waste collection services from any Waste Connections Entity as part of an arrangement with a broker listed on Exhibit F; and (ix) Temporary Roll-Off Service customers of a Waste Connections Entity.

The Court finds that it will likely be able to certify the Settlement Class for purposes of entering the Final Approval Order of the Agreement. Specifically, the Court preliminarily finds for settlement purposes only that the Settlement Class is likely to meet the

numerosity, commonality, typicality, and adequacy requirements of Fed. R. Civ. P. 23(a) and the predominance and superiority requirements of Fed. R. Civ. P. 23(b)(3).

Preliminary Approval of the Settlement

7. “Preliminary approval of a class action settlement should be granted when the preliminary evaluation of the proposed settlement does not disclose grounds to doubt its fairness or other obvious deficiencies such as unduly preferential treatment of class representatives or of segments of the class or excessive compensation for attorneys and appears to fall within the range of possible approval.” *Temp. Servs. v. Am. Int’l Grp., Inc.*, No. 3:08-cv-00271-JFA, 2012 WL 13008138, at *5 (D.S.C. July 31, 2012).

8. The Fourth Circuit has directed courts to assess the following factors in evaluating the “fairness” of a settlement, and whether the settlement was reached as a result of good-faith bargaining at arm’s length:

- a. The posture of the case at the time settlement was proposed;
- b. The extent of discovery that had been conducted;
- c. The circumstances surrounding the negotiations; and
- d. The experience of counsel in the area of class action litigation.

In re Jiffy Lube Secs. Litig., 927 F.2d 155, 159 (4th Cir. 1991).

9. With respect to the “adequacy” of a settlement, the Fourth Circuit directs courts to assess the following factors:

- a. The relative strength of the plaintiffs’ case on the merits;
- b. The existence of any difficulties of proof or strong defenses the plaintiffs are likely to encounter if the case goes to trial;
- c. The anticipated duration and expense of additional litigation;

- d. The solvency of the defendants and the likelihood of recovery on a litigated judgment; and
- e. The degree of opposition to the settlement.

Id.

10. Under the *Jiffy Lube* factors, the Court finds that it “will likely be able to” grant final approval of the Settlement Agreement as “fair, reasonable, and adequate,” so as to warrant giving notice to the proposed Settlement Class.

- a. The Settlement Agreement has no obvious deficiencies.
- b. The Settlement Agreement appears to have been reached in good faith, at arm’s length, and without any collusion. The Parties have engaged in lengthy adversarial proceedings, with extensive motion practice on motions to dismiss, motions for summary judgment, and Defendants’ motion to deny class certification. The Parties had substantially completed discovery. Thus, the Parties were fully informed of their respective positions and of the evidence, or lack thereof, in support of such positions. The settlement negotiations were conducted with the assistance of an experienced mediator, Jeff Trueman, Esq., and both Parties were represented by competent and experienced counsel. Accordingly, each of the *Jiffy Lube* factors supports finding the Settlement Agreement reached by the Parties is fair.
- c. The Settlement Agreement also appears adequate because it provides substantial relief to the Settlement Class. The strengths of

Plaintiff's claims and Defendants' defenses have been vigorously disputed since the beginning of this litigation, and Plaintiff faces risk in continuing to prosecute this action through class certification, summary judgment, trial, and appeal. All Parties will incur substantial expenses in continuing to try this complex case through the completion of merits and expert discovery, class certification briefing, dispositive motions, trial, post-trial motions, and possible appeals. The proposed Settlement will provide substantial relief to the Settlement Class quickly. On the remaining *Jiffy Lube* factors, there is no evidence that Defendants are in danger of becoming insolvent, and due to the preliminary nature of this motion, the Court is unaware of any opposition to the Settlement.

11. Having weighed the relevant factors, and in light of all the foregoing, the Court finds that the Settlement Agreement is fair, reasonable, and adequate under Rule 23, and therefore will grant preliminary approval to the proposed Settlement Agreement. The Court finds that Notice of Settlement should be given to the Settlement Class and the Settlement Class should be given an opportunity to be heard regarding final approval of the Settlement and other matters at a Final Approval Hearing set under Fed. R. Civ. P. 23(e).

Appointment of Interim Class Counsel and Class Representative

12. Price Armstrong, LLC and Langley Law Firm are provisionally appointed as Class Counsel under Fed. R. Civ. P. 23(g)(3).

13. Pinnacle Waste Services, LLC is preliminarily appointed as Class Representative.

Appointment of the Settlement Administrator

14. Epiq is appointed as the Settlement Administrator. Epiq will implement the Notice Plan, as described in Section VI of the Settlement Agreement and this Order, process Claims, and comply with all notice and administrative duties assigned to it in the Settlement Agreement, this Order, and subsequent orders the Court may enter in this case.

Notice to the Settlement Class

15. The Court approves the form and content of the Notice of Settlement and finds that the mailing and distribution of the Notice of Settlement for the proposed Settlement, substantially in the forms attached as **Exhibit D** to the Settlement Agreement (a) is appropriate under the circumstances; (b) constitutes notice that is concise, clear, and in plain, easily understood language and reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency and nature of the Action, the claims, issues, and defenses of the Settlement Class, the definition of the Settlement Class certified, the binding effect of a judgment on Settlement Class Members under Rule 23(c)(3), their right to request exclusion from (opt out of) the proposed Settlement and the Settlement Class as well as the timing and manner to do so, their right to object to the Settlement, and of their right to appear at the Final Approval Hearing, through counsel if desired; (c) gave persons or entities in the Settlement Class a reasonable time to request exclusion from (opt out of) the proposed Settlement and Settlement Class or present objections to the proposed Settlement; (d) was reasonable and constitutes due,

adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Code, the United States Constitution (including the Due Process Clause), and all other applicable law and rules. The date and time of the Final Approval Hearing shall be included in the Notice of Settlement before it is mailed and published.

CAFA Notice

16. As provided in the Settlement Agreement, the Settlement Administrator is required to serve the notice required under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 et seq. ("CAFA") substantially in the form as that attached as **Exhibit I** to the Settlement Agreement, no later than ten (10) calendar days following the filing of the Settlement Agreement with the Court. The Court finds that such notice satisfies the requirements of CAFA § 1715. At least seven (7) calendar days before the Final Approval Hearing, the Parties shall file with the Court proof, by affidavit or declaration, of compliance with CAFA § 1715(b).

Procedures for Requests for Exclusion from the Settlement Class

17. Any person or entity in the Settlement Class, aside from the Class Representative, has the right to opt out of the Settlement pursuant to the process set forth in the Settlement Agreement.

18. A valid Request for Exclusion will be postmarked on or before the Objection and Opt-Out Deadline and state that "[Person or Entity Name] requests to be excluded from the class action Settlement" (or substantially similar clear and unambiguous language). It must include the following information: the person or entity's printed name,

current address, telephone number, email address (if any), and the address where solid waste collection services were rendered by a Waste Connections Entity. The Request for Exclusion must contain the actual written signature of the person or an authorized representative of the entity.

19. Requests for Exclusion can only be made on an individual basis.

20. Any person or entity in the Settlement Class that does not submit a valid and timely written Request for Exclusion shall be a Settlement Class Member and bound by all subsequent proceedings, orders, and judgments in this Action, 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.

21. A person or entity in the Settlement Class that opts out may, on or before the Objection and Opt-Out Deadline, withdraw their Request for Exclusion by submitting a written request to the Settlement Administrator stating its desire to revoke its Request for Exclusion, together with the written signature of any authorized representative of that entity.

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

23. The Objection and Opt-Out deadline shall be forty-five (45) days after the Notice Date.

24. Not later than seven (7) days after the Objection and Opt-Out Deadline, the Settlement Administrator shall provide to Class Counsel and Counsel for Defendants a

complete list of opt-outs together with copies of the Requests for Exclusion and any other related information.

Procedures for Objections to Settlement

25. Any Settlement Class Member that does not submit a written Request for Exclusion may present a written objection to the Settlement, the request for attorneys' fees, costs, and expenses, or the request for a service award for the Plaintiff. The objection must explain why the Settlement Class Member believes that the Settlement should not be approved by the Court as fair, reasonable, and adequate. A Settlement Class Member that wishes to submit an objection must do so directly with the Court (with copies served concurrently on Class Counsel, Counsel for Defendants, and the Settlement Administrator) so that it is postmarked on or before the Objection and Opt-Out Deadline and must submit 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.

26. The written statement shall contain (i) the Settlement Class Member's printed name, address, telephone number, and email address (if any); (ii) evidence showing that the objector is a Settlement Class Member, including the address of the location where solid waste collection services were rendered by a Waste Connections Entity; (iii) any other supporting papers, materials, or briefs that the objecting Settlement Class Member wishes the Court to consider when reviewing the objection; (iv) the actual written signature of the authorized representative of the Settlement Class Member making

the objection; and (v) a statement whether the objecting Settlement Class Member and/or its counsel intend to appear at the Final Approval Hearing.

27. A Settlement Class Member may object on its own behalf or through an attorney; however, even if represented, the Settlement Class Member must sign the objection through an authorized representative, 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. Any lawyer who intends to appear at the Final Approval Hearing must enter a written Notice of Appearance of Counsel with the Clerk of the Court no less than twenty (20) days before the Final Approval Hearing. Class Counsel and Counsel for Defendants may take the deposition of any objector prior to the Final Approval Hearing in a location convenient for the objector.

28. If an objecting Settlement Class Member or the attorney appearing on its behalf in connection with this objection has objected to a class action settlement on any prior occasion, the objection shall also disclose all cases in which the Settlement Class Member and/or such attorney filed an objection, identified by caption, court, and case number, and for each case, the disposition of the objection.

29. Any objector that submits and serves a timely written objection as described above may appear at the Final Approval Hearing, through counsel or through an authorized representative (if permitted by the Court), 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, any objector or counsel that intends to appear at the Final Approval Hearing must state that intention in the objection.

30. Any Settlement Class Member that fails to comply with the provisions set forth in the Agreement shall waive and forfeit any and all rights that it may have to appear separately and/or to object to the Settlement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action, 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.

31. An objector shall be entitled to all the benefits of the Settlement if this Settlement Agreement and the terms contained herein are approved, as long as the objector complies with all requirements of this Settlement Agreement applicable to Settlement Class Members, including the timely and complete submission of a Claim Form and other requirements herein. A Settlement Class Member that objects may, on or before the Final Approval Hearing, withdraw its objection by submitting a written request to the Court (with copies served concurrently on Class Counsel, Counsel for Defendants, and the Settlement Administrator) stating its desire to withdraw its objection along with the signature of an authorized representative.

32. The Objection and Opt-Out Deadline shall be forty-five (45) days after the Notice Date.

33. Any responses to Objections shall be filed with Court and served on opposing counsel by November 30, 2026.

Timing of Request by Class Counsel for Attorneys' Fees, Costs, and Expenses and Service Award

34. Class Counsel shall file any motions for attorney's fees, costs, expenses, and service award no later than seven (7) days before the Objection and Opt-Out Deadline.

35. Any attorneys' fees, costs, and expenses and service award approved by the Court shall be paid from the Settlement Fund within fourteen (14) days after the Effective Date by wire transfer to Class Counsel.

36. Under no circumstances shall Defendants or Released Parties be liable to Class Counsel, Plaintiff, or any other attorney or law firm for any attorneys' fees, costs, expenses, or service award except to the extent paid from the Settlement Fund in accordance with the Settlement Agreement and this Order.

Stay of all Deadlines and Injunction Against Lawsuits by the Settlement Class against Released Parties

37. Pending final approval of the Settlement, all proceedings in this action are stayed.

38. Pending final approval of the Settlement, every person and entity in the Settlement Class is preliminarily enjoined from directly, through representatives, or in any other capacity, initiating, asserting, continuing, or prosecuting any claim, action, or proceeding in any court or tribunal against any Released Party based on or relating to the Released Claims.

Non-Admission of Liability and Elements of Class Certification

39. This Settlement Agreement is made for the sole purpose of effectuating a class-wide settlement of the Action. This Settlement Agreement is a compromise of

disputed claims and shall not be construed as an admission of liability by Defendants or any Released Party. Defendants deny all allegations against them, do not admit any liability or wrongdoing of any kind, and enter this Settlement Agreement solely to avoid the further expense and burden of continued litigation.

40. Defendants deny that a class should be certified other than for purposes of this Settlement Agreement and reserve their rights to contest any motion for class certification on the merits. Defendants contend that this Action could not be certified as a class action under Fed. R. Civ. P. 23. Nothing in the Settlement Agreement shall be construed as an admission by any Defendant that this Action or any similar case is amenable to class certification for trial purposes. Furthermore, nothing in the Settlement Agreement shall prevent any Defendant from opposing class certification or seeking decertification of the conditionally certified class if final approval of the Settlement Agreement is not obtained, or not upheld on appeal, including review by any appellate court.

Other Provisions

41. The Court may approve modifications to the Agreement as explicitly agreed upon in writing by the Parties, without further notice to the Settlement Class, where to do so would not impair the rights of persons or entities in the Settlement Class in a manner inconsistent with Fed. R. Civ. P. 23 and due process.

42. Venue in this court is proper. This Court has jurisdiction over the subject matter of the Action and shall retain continuing jurisdiction over the Settlement proceedings to ensure effectuation thereof.

43. This Order does not modify, or condition approval on any modification of, any term in the Settlement Agreement. The Court expressly recognizes that this Order does not modify any rights of the Parties to terminate, cancel, or otherwise rescind the Settlement Agreement pursuant to its terms.

44. This Order will become null and void, ab initio, and will be without prejudice to the rights of the Parties, all of whom will be restored to their respective positions existing immediately before this Court entered this Order, if the Settlement Agreement is disapproved by the Court or fails to become effective for any reason whatsoever; or this Order or the Final Approval Order is reversed or modified on appeal, and the Parties do not mutually agree to any such modifications.

Motion for Final Approval of the Settlement

45. The Motion for Final Approval of the Settlement shall be filed by November 30, 2026.

Final Approval Hearing

46. The Court will hold a Final Approval Hearing pursuant to Fed. R. Civ. P. 23(e) in Courtroom 6200 of the United States District Court for the District of South Carolina, Greenville Division, 250 East North Street, Greenville, South Carolina, 29601 on December 7, 2026, for the following purposes:

- a. To finally certify the Settlement Class under Fed. R. Civ. P. 23(a) and 23(b)(3) for settlement purposes only;
- b. To determine that the Settlement Agreement is fair, reasonable and adequate pursuant to Fed. R. Civ. P. 23;

- c. To find that Notice of Settlement is satisfies Rule 23 and due process;
- d. To direct entry of final judgment and dismissal with prejudice as against all Settlement Class Members and in favor of Defendants in the Action, without costs to any of the Parties other than as provided for in the Settlement Agreement;
- e. To discharge Defendants and other Released Parties from any liability to the fullest extent permitted by law, which shall include, at minimum, discharge of liability for Released Claims;
- f. To permanently bar and enjoin all Settlement Class Members from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise), directly or indirectly, whether on behalf of themselves or others in, any lawsuit or other action in any jurisdiction against the Released Parties based in any way on Released Claims, including during any appeal from the Final Approval Order;
- g. To determine that all applicable CAFA requirements have been satisfied;
- h. To consider any Class Counsel applications for attorneys' fees, costs, and expenses and service award to the Class Representative; and
- i. To rule upon other such matters as the Court may deem appropriate.

47. The Court may adjourn the Final Approval Hearing without further notice to the Settlement Class and may approve the proposed Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Settlement Class.

IT IS SO ORDERED.

s/Jacquelyn D. Austin
United States District Judge

July 1, 2026
Greenville, South Carolina