

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

PINNACLE WASTE SERVICES, LLC, et al.,

Plaintiffs,

v.

WASTE CONNECTIONS US, INC. et al.,

Defendants.

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

**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Settlement Agreement” or “Agreement”) is made and entered into as of this 5th day of June, 2026, by and between Plaintiff Pinnacle Waste Services, LLC (“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” and, together with WCUS, WCSC, and WCNC, “Defendants”) (each a “Party” and, collectively, the “Parties”), subject to approval of the Court.

**RECITALS**

**WHEREAS**, on August 13, 2021, Plaintiff filed a proposed class action against WCSC, WCNC, and WCUS captioned *Pinnacle Waste Services, LLC v. Waste Connections US, Inc., et al.*, No. 7:21-cv-02600-JDA (D.S.C.) (the “Action”), alleging on behalf of a putative nationwide class that WCSC, WCNC, and WCUS imposed rate increases and fuel surcharge fees on customers without contractual basis, and asserting breach of contract, unjust enrichment, and breach of the duty of good faith and fair dealing, among other claims;

**WHEREAS**, on September 8, 2023, Plaintiff filed a Second Amended Complaint (ECF 82) that added Lone Star as a defendant and included allegations that Lone Star also imposed rate increases and fuel surcharge fees on customers without contractual basis;

**WHEREAS**, Defendants deny any and all allegations of wrongdoing, fault, liability, or damage of any kind to Plaintiff and the putative class it seeks to represent, and Defendants have asserted numerous defenses to Plaintiff's claims;

**WHEREAS**, the Parties have vigorously litigated the Action for more than four years, including extensive fact investigation, discovery, expert analysis, and motion practice;

**WHEREAS**, Plaintiff, by and through its counsel, has conducted a thorough investigation of the matters alleged in the Action;

**WHEREAS**, without conceding any lack of merit of any of their claims, Plaintiff and its counsel have concluded that it is in the best interests of the Settlement Class to settle the Action on the terms set forth herein, which are fair, reasonable, adequate, and in the best interests of the Settlement Class;

**WHEREAS**, without conceding any merit to the claims in the Action and without admitting any liability whatsoever, Defendants have concluded that it is in their best interests to settle the Action on the terms set forth herein to avoid the further expense and burden of litigation;

**WHEREAS**, the Parties agree that this Settlement Agreement shall not be deemed or construed to be an admission, concession, or evidence of any violation of any federal, state, or local statute, regulation, rule, or other law, or principle of common law or equity, or of any liability or wrongdoing whatsoever, by the Defendants, or of the truth of any of the alleged facts or the claims that the Plaintiff has asserted against the Defendants;

**WHEREAS**, the Parties desire and intend by this Settlement Agreement to settle finally and completely, and effectuate a final resolution of the Action and to provide for a full and final release by the Releasing Parties of the Released Claims against the Released Parties;

**WHEREAS**, this Settlement Agreement has been negotiated at arms' length and in good faith, including a full day of mediation with Jeff Trueman, Esq., an experienced mediator;

**NOW, THEREFORE**, in consideration of the mutual promises and agreements set forth below, acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, the Parties hereby agree as follows:

#### **I. INCORPORATION OF RECITALS**

The Parties agree that the Recitals above are incorporated into and should be considered part of this Settlement Agreement between the Parties.

#### **II. DEFINITIONS**

1. Except as otherwise expressly defined herein, the Parties agree that the following definitions shall apply and be considered part of this Settlement Agreement.

- a. **"Action"** means the litigation captioned *Pinnacle Waste Services, LLC et al. v. Waste Connections US, Inc., et al.*, No. 7:21-cv-02600-JDA (D.S.C.).
- b. **"CAFA Notice"** means the notice that Defendants are required to serve under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, substantially in the form of **Exhibit I**.
- c. **"Claim"** means a claim made by a Claimant through the submission of a Claim Form to the Settlement Administrator pursuant to and in accordance with this Settlement Agreement.

- d. **“Claimant”** means a Settlement Class Member that submits a Claim Form seeking a benefit pursuant to this Settlement Agreement.
- e. **“Claim Form”** means the form to be presented to and approved by the Court for making Claims pursuant to this Settlement Agreement, not materially different than the form attached as **Exhibit A**.
- f. **“Claim Period”** means 60 days from the Notice Date.
- g. **“Class Action Waiver”** means a provision in or incorporated by reference in a Service Agreement between a customer and a Waste Connections Entity by which the customer forgoes the right to resolve disputes, controversies, or claims with respect to surcharges, fees, any agreement(s) between the parties, the breach of any such agreement(s), or any amounts paid or invoiced between the parties as a plaintiff or class member in any proposed class, consolidated, collective, or representative proceeding.
- h. **“Class Counsel”** means Price Armstrong, LLC and Langley Law Firm.
- i. **“Class Period”** means August 13, 2018 to the Effective Date.
- j. **“Class Representative”** means Pinnacle Waste Services, LLC.
- k. **“Counsel for Defendants”** means Beveridge & Diamond, P.C. and Haynsworth Sinkler Boyd, P.A.
- l. **“Court”** means the United States District Court for the District of South Carolina.
- m. **“Defendants”** means 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”).

- n. **“Effective Date”** means the day after the expiration or exhaustion of all rights to appeal from the Final Approval Order such that the Final Approval Order has become final and non-appealable, other than any appeal relating solely to an award of attorneys’ fees, costs, and expenses or a service award.
- o. **“Escrow Account”** means the escrow account jointly selected by Class Counsel and Counsel for Defendants and designated as the “Pinnacle Settlement Account,” which shall hold the Settlement Fund. The Escrow Account shall serve as the depository for the Settlement Fund and the source of payments from the Settlement Fund to be made by the Settlement Administrator in accordance with this Settlement Agreement and any orders of the Court. Interest earned on the Settlement Fund shall be credited to and remain part of the Settlement Fund paid for the benefit of the Settlement Class.
- p. **“Final Approval Hearing”** means the hearing conducted by the Court to determine whether to grant final approval of this Settlement and to determine the fairness, adequacy, and reasonableness of this Settlement.
- q. **“Final Approval Order”** means the order granting final approval of this Settlement, submitted by the Parties with the Parties’ Motion for Final Approval and substantially in the form attached as **Exhibit B**, as may be modified and entered by the Court.
- r. **“Final Judgment”** means the final judgment entered by the Court dismissing the Released Claims of the Releasing Parties with prejudice and substantially in the form attached as **Exhibit C**.

- s. “**Franchise Agreement**” means a written exclusive franchise agreement or written exclusive municipal contract between a Waste Connections Entity and a municipality (or other governmental entity) under which the Waste Connections Entity is the exclusive provider of solid waste collection for a specified jurisdictional area.
- t. “**HOA**” means a homeowner’s association, condominium association, or similar association or entity that contracts directly with a Waste Connections Entity to be the exclusive provider of solid waste collection services under a collective, group, or master arrangement that binds all Residential Customers within a community to receive these services exclusively from a Waste Connections Entity.
- u. “**Net Settlement Fund**” means the Settlement Fund less (i) any Court-ordered award of attorneys’ fees, costs, and expenses to Class Counsel, (ii) any Court-ordered service award to Plaintiff, (iii) the costs of notice and administration of the Settlement Fund, (iv) all applicable taxes, and (v) any other fees, costs, and expenses approved by the Court.
- v. “**Notice Date**” means the date that is sixty (60) days after the Preliminary Approval Order, by which the Settlement Administrator shall have implemented the Notice Plan.
- w. “**Notice of Settlement**” means the notice of the Settlement to the Settlement Class, substantially in the forms attached as **Exhibit D**, which may be reasonably modified for implementation without material changes. The Notice of Settlement shall inform Settlement Class Members of a Final Approval Hearing to be held before the Court, on a date to be determined by the Court, at which any Settlement Class

Member satisfying the conditions to object to the Settlement in Section VII and the Preliminary Approval Order may be heard regarding: (a) the terms of this Settlement Agreement; (b) the petition of Class Counsel for award of attorneys' fees, costs, and expenses; and (c) Plaintiff's service award.

- x. **"Notice Plan"** means the plan for disseminating Notice of Settlement described in Section VI.
- y. **"Objection and Opt-Out Deadline"** means the date that is forty-five (45) days after the Notice Date.
- z. **"Parties"** is defined as set forth in the Preamble.
- aa. **"Plaintiff"** means Pinnacle Waste Services, LLC.
- bb. **"Preliminary Approval Order"** means the order preliminarily approving this Settlement Agreement and the Notice of Settlement and scheduling the Final Approval Hearing, substantially in the form attached as **Exhibit E**, as entered by the Court.
- cc. **"Rate Regulated Market"** means a jurisdiction where the rates, prices, fees, and charges imposed by a Waste Connections Entity for commercial solid waste collections services are set, governed, or approved by a federal, state, local, or municipal regulatory body.
- dd. **"Released Claims"** means any and all claims, causes of action, demands, debts, suits, liabilities, obligations, damages, entitlements, losses, judgments, costs, expenses, actions, rights, and remedies of any kind, nature and description, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, liquidated or unliquidated, fixed or contingent,

at law or in equity, that Plaintiff or any Settlement Class Member (including each of their respective successors, heirs, estates, beneficiaries, executors, administrators, assigns, representatives, agents, attorneys, trustees, guardians, conservators, affiliates, and anyone claiming by, through, or on behalf of any of them) ever had, now has, or may have against any Released Party during the Class Period, arising out of, based upon, relating to, or in any way connected with (i) the pricing of and any fees and charges imposed by any Waste Connections Entity to any Settlement Class Member as well as any adjustments thereto, (ii) any pricing, rate adjustments, fees, surcharges, fuel or environmental charges, administrative charges, or any other amounts billed, charged, assessed, collected, or paid by any Settlement Class Member to any Waste Connections Entity, (iii) any alleged misrepresentation, omission, concealment, or other communications or disclosures concerning or related to any such pricing, charges, or any other amounts billed, charged, assessed, collected, or paid, and/or (iv) the facts, transactions, events, practices, and conduct alleged in, that were or could have been alleged in, or that relate to the claims or defenses asserted in the Action, including without limitation any claims that were or could have been asserted in the Action under any federal, state, or local statute, regulation, ordinance, or common law, and under any legal or equitable theory. Notwithstanding the foregoing, **“Released Claims”** do not include (i) claims for personal injury, wrongful death, or property damage (including via subrogation); (ii) any claim to enforce this Settlement Agreement; and (iii) claims based solely on conduct occurring after the Effective Date.

- ee. **“Released Party” or “Released Parties”** means Defendants, Waste Connections, and each and every Waste Connections Entity, and each of their respective past, present, and future parents, subsidiaries, affiliates, divisions, predecessors, successors, and assigns, and all of their past, present, and future directors, officers, managers, members, employees, agents, servants, representatives, attorneys, accountants, advisors, consultants, insurers and reinsurers, shareholders, investors, owners, trustees, principals, fiduciaries, general and limited partners, joint ventures, administrators, and contractors, subcontractors, vendors, and other service providers (including sub-vendors).
- ff. **“Releasing Parties”** means Plaintiff and each Settlement Class Member and, to the extent acting or asserting rights in such capacity or on behalf of, or derived from the rights of, Plaintiff or a Settlement Class Member, each of their respective predecessors, successors, assigns, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, managers, partners, principals, agents, representatives, and employees, and any person or entity claiming by, through, or under any of them.
- gg. **“Request for Exclusion”** means a written request timely submitted by a person or entity in the Settlement Class to be excluded from the Settlement Class and this Settlement, made in accordance with Section VII of this Settlement Agreement and the Court’s orders issued pursuant to Federal Rule of Civil Procedure 23.
- hh. **“Residential Customer”** means any customer that receives residential solid waste collection services from a Waste Connections Entity at a single-family residence.

- ii. **“Service Agreement”** means a written contract under which a Waste Connections Entity provides solid waste collection services to a customer.
- jj. **“Settlement”** or **“Settlement Agreement”** or **“Agreement”** means this Settlement Agreement, together with all exhibits attached hereto and incorporated herein by reference.
- kk. **“Settlement Administrator”** means Epiq Class Action & Claims Solutions, Inc., which the Parties will request the Court to appoint in the Preliminary Approval Order, or such other administrator as may be agreed to by the Parties and approved by the Court.
- ll. **“Settlement Amount”** means One Million, Four-Hundred Thousand Dollars (USD) (\$1,400,000.00), the total amount Defendants will pay into the Settlement Fund, from which payments will be made as provided in this Settlement Agreement.
- mm. **“Settlement Class”** means:

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 Settlement Class includes all brokers and other third-party agents – except the brokers and the brokers’ customers excluded from the Settlement Class definition under subsection (viii) – as well as all persons and entities that received solid waste collection services from any Waste Connections Entity as part of a broker or agency arrangement or who paid for such services to a broker or other third-party agent rather than a Waste Connections Entity directly.

The exclusions in subsections (iii) – (ix) above apply on a service-address basis. A person or entity is not excluded from the Settlement Class solely because the person or entity maintained one or more accounts or service addresses that fall within an excluded category, provided the person or entity also maintained at least one account or service address that is not excluded. In such instances, such person or entity may not file a Claim to the extent a Claim relates to the exclusions in subsections (iii) – (ix) above, but such person or entity may submit a Claim solely to the extent a Claim does not relate to the exclusions in subsections (iii) – (ix) above.

nn. **“Settlement Class Member”** means any member of the Settlement Class who has not submitted a timely and valid Request for Exclusion in accordance with Section VII of this Settlement Agreement.

- oo. **“Settlement Fund”** means the common fund established under Section III of this Agreement, together with any interest earned thereon.
- pp. **“Settlement Website”** means the website to be established and maintained by the Settlement Administrator for purposes of implementing the Notice Plan and administering the Settlement.
- qq. **“Temporary Roll-Off Service”** means temporary solid waste collection services using a roll-off dumpster or open-top container that are provided on a non-exclusive basis and that allow the customer to terminate the services for convenience.
- rr. **“Waste Connections”** means Waste Connections, Inc. together with any predecessor or successor thereto.
- ss. **“Waste Connections Entity”** means any current, former, or future direct or indirect subsidiary, division, affiliate, or other related business entity of Waste Connections, including any and all predecessors and successors thereof.

### III. SETTLEMENT CONSIDERATION

In consideration for the full and complete release of all Released Claims against all Released Parties by Plaintiff and the Settlement Class, and the dismissal of the Action with prejudice, Defendants agree to provide the following consideration for the Settlement Class:

- 2. **Settlement Fund.** Within ten (10) business days of the Effective Date, Defendants shall pay the Settlement Amount into the Escrow Account to create the Settlement Fund.
- 3. The Settlement Fund shall be used to make any and all payments contemplated by this Settlement Agreement in accordance with this Settlement Agreement and any orders of the Court, including:

- a. Distributions of payments to Claimants for valid and timely submitted Claims, as set forth in Section IV;
- b. Payment of any Court-ordered award of attorneys' fees, costs, and expenses;
- c. Payment of any Court-ordered service award to Plaintiff;
- d. Payment of any notice and administrative costs, including but not limited to (i) the costs and fees of the Settlement Administrator and any other administrators, trustees, or allocators approved by the Court; (ii) ordinary-course banking, escrow, and wire fees associated with establishing, maintaining, and disbursing the Settlement Fund; and (iii) any taxes due on the Settlement Fund.

4. **Limitation on Defendants' Responsibility.** Other than the payment of the Settlement Amount as set forth in Paragraph 2 of this Agreement, Defendants shall have no responsibility, financial obligation, or liability whatsoever with respect to the Settlement Fund, including but not limited to: the investment of the Settlement Fund; the payment of any federal, state, or local taxes (including any income, employment, unemployment, excise or other taxes), penalties, interest or other charges relating to taxes imposed on the Settlement Fund or its disbursement; and payment of administrative, legal, accounting, or other costs incurred in connection with the establishment, administration, or disbursement of the Settlement Fund. Defendants and the Released Parties shall not be required to provide any additional funding to the Settlement Fund under any circumstance whatsoever.

5. **Effect of Denial, Reversal, or Termination on Fund.** In the event that the Court denies entry of the Preliminary Approval Order or Final Approval Order, should any Preliminary Approval Order or Final Approval Order be materially modified (other than by agreement of the Parties), or reversed, vacated, or otherwise set aside on appeal, or should the Effective Date not

occur, or should this Agreement be otherwise rescinded, terminated, canceled, or fail to become effective for any reason, the Settlement Administrator shall cause all funds then held in the Settlement Fund, including any accrued interest (less any non-refundable bank or wire fees actually incurred), to be returned to Defendants (in a manner prescribed by Defendants) within seven (7) days after written notice from any Party that this Settlement Agreement has been terminated or has failed to become effective. The obligations set forth in this Paragraph shall survive the termination of this Agreement.

#### **IV. SETTLEMENT FUND DISTRIBUTION**

The Settlement Fund shall be administered and distributed only as provided in this Agreement.

6. The Net Settlement Fund shall be allocated and distributed within thirty (30) days after the Effective Date to Claimants who submit valid Claims in accordance with Section V.

7. The Net Settlement Fund shall be distributed in equal shares per approved Claim among all Claimants with valid Claims via check as set forth in Section V. Each such check will expire after ninety (90) days.

8. If, upon the expiration of all uncashed checks and after all taxes and other expenses have been paid, any funds remain in the Escrow Account ("Remaining Settlement Money"), then the Remaining Settlement Money will be provided to a non-sectarian, nonprofit 501(c)(3) charitable organization chosen by Defendants. In no event shall any part of the Settlement Fund be used to reimburse any Defendants or otherwise offset costs, including settlement related costs, incurred by any Defendants.

## **V. CLAIMS SUBMISSION AND CLAIMS ADMINISTRATION**

9. **Payment for Claims Submitted by Settlement Class Members.** Each Claimant who submits a timely and valid Claim during the Claim Period, in accordance with requirements of this Agreement, is eligible to receive a payment from the Settlement Fund via check in accordance with Section IV.

10. A Settlement Class Member with multiple accounts may submit one Claim for each account for a distinct service address. No more than one Claim may be submitted for any single service address, regardless of the number of accounts serviced at that address. In the event that both a broker or other third-party agent (not including the brokers listed in **Exhibit F** and the customers of such brokers that are excluded from the Settlement Class definition) and its customer file a Claim based on the same service address, the Claim of the Claimant that contracted directly with a Waste Connections Entity shall take precedence over the Claim of the Claimant that did not contract directly with a Waste Connections Entity.

11. **Claims Submission.** Claims may only be submitted for addresses within the United States at which a Settlement Class Member arranged for or received services from a Waste Connections Entity. Any Settlement Class Member that wishes to submit a Claim must timely complete, sign, and submit a Claim Form and provide the Settlement Administrator with all requested information. All Claim Forms shall be submitted under penalty of perjury. Claim Forms may be completed and submitted on the Settlement Website. Paper copies of Claim Forms will also be available upon request to be completed manually and then submitted by mail to a mailing address to be established and monitored by the Settlement Administrator, as set forth on the Claim Form. The Claim Form must be postmarked or electronically submitted to the Settlement Website within the Claim Period.

12. **Claims Review.** The Settlement Administrator shall process and review Claims as promptly as practicable in accordance with the provisions of this Settlement Agreement.

13. **Deficient Claims.** Claimants must fully and accurately complete a Claim Form. A Claim that does not meet each of the applicable requirements set forth in this Agreement is deficient. The Settlement Administrator shall notify the Claimant of any deficiencies using the form Notice of Deficiency attached as **Exhibit G**. Claimants shall have thirty (30) days from the date the Notice of Deficiency is sent to attempt to cure any deficiencies.

14. **Denied Claims.** If a Claimant does not cure the deficiencies identified in the Notice of Deficiency within the cure period set forth in Paragraph 13 or if the customer is determined not to belong to the Settlement Class, the Settlement Administrator shall deny the Claim. A copy of the Notice of Denial of Claim form is attached as **Exhibit H**. Prior to sending a claim denial to any Claimant, the Settlement Administrator shall provide five (5) business days' notice to the Parties of such denied claim.

15. **Dispute Resolution.** Any Party shall have the right to challenge any potential errors made by the Settlement Administrator in the processing, handling, reviewing, approving, denying, and paying of Claims. The Claim Form shall disclose that additional information may be requested to permit any additional review that may be required, and that any Party has the right to challenge the Settlement Administrator's decision denying or approving Claims by submitting a request to the Settlement Administrator, which shall be shared by the Settlement Administrator with Class Counsel and Counsel for Defendants, requesting reconsideration of the Settlement Administrator's decision. If the Parties are unable to resolve any such challenge, the dispute may be submitted to the Court for final resolution on a streamlined record. Except for such Court

review, neither the Parties nor a Claimant shall have the right to further contest the denial or approval of a Claim by the Settlement Administrator through litigation or otherwise.

16. **Fraudulent Claims.** If the Settlement Administrator suspects fraud or misleading conduct with respect to any Claim, the Settlement Administrator will immediately bring the Claim to the attention of Class Counsel and Counsel for Defendants, who shall meet and confer with the Settlement Administrator concerning the Claim, and who reserve the right to bring the Claim to the attention of the Court or the appropriate authorities. Likewise, if Class Counsel or Counsel for Defendants suspect fraud or misleading conduct with respect to any Claim, they shall meet and confer with the Settlement Administrator concerning the Claim, and they reserve the right to bring the Claim to the attention of the Court or the appropriate authorities.

17. **Duties of the Settlement Administrator.** The Settlement Administrator shall:

- a. Be bound by the confidentiality provisions in Paragraph 60 and any further non-disclosure or security protocol required by the Parties.
- b. Use any personal information and any other information acquired as the result of this Agreement solely for purposes of evaluating and paying Claims under this Agreement;
- c. Assign a manager to oversee the protection and appropriate management of personal information and review its internal systems to manage the protection of personal information to ensure consistent performance and constant improvement;
- d. Take commercially reasonable security countermeasures to prevent unauthorized access to personal information and the loss, destruction, falsification, and leakage of personal information;

- e. If outsourcing the handling of personal information, determine that outsourced companies take steps to ensure appropriate management of the information to prevent leaks of personal or confidential information, and prohibit reuse of information for other purposes, and obtain prior written consent from Defendants for any such outsourcing, which Defendants may withhold in their sole discretion;
- f. Immediately notify the Parties if disclosure of personal information or any other information acquired as a result of this Agreement is compelled by law, an order of a court of competent jurisdiction, or a subpoena, and refrain from such disclosure for the maximum period of time allowed by law so that Class Counsel and Counsel for Defendants may procure a protective order or take other actions to protect the confidentiality of the information;
- g. Within thirty (30) days of the completion of the latest possible check-cashing period following the conclusion of the Claim Period, or the termination of this Agreement under Section XIII, destroy all personal information obtained in connection with this Settlement in a manner most likely to guarantee that such information cannot be obtained by unauthorized persons or entities.

18. **Settlement Administrator Accounting.** The Settlement Administrator shall maintain a complete and accurate accounting of all receipts, expenses, and payments made pursuant to this Settlement Agreement. The accounting shall be made available on reasonable notice of not less than two (2) business days from Class Counsel or Counsel for Defendants.

19. **Removal of the Settlement Administrator.** If the Settlement Administrator fails to perform adequately, the Parties may agree to remove the Settlement Administrator by petitioning the Court to do so and may propose a replacement administrator for Court approval.

20. **No Liability for Claims Administered Pursuant to Agreement.** To the fullest extent permitted by law, no person or entity shall have any claim against Defendants, Counsel for Defendants, Plaintiff, Class Counsel, the Released Parties, and/or the Settlement Administrator based on the Court-approved Notice of Settlement or Notice Plan, and/or any determinations, distributions, awards, or payments made with respect to any Claim. This provision does not affect or limit in any way the right of review of any disputed Claim as provided in this Settlement Agreement. The applicable dispute procedures set forth in Paragraph 15 shall be the sole and exclusive means of resolving disputes based on any determinations, distributions, awards, or payments made with respect to any Claim. For the avoidance of doubt, in no event shall Plaintiff, Class Counsel, Defendants, Counsel for Defendants, or the Released Parties have any liability for claims of wrongful or negligent conduct on the part of the Settlement Administrator or any agents of the Settlement Administrator.

## **VI. NOTICE PLAN**

21. **Notice to the Settlement Class.** The Parties agree that it is their mutual intent that if the Court preliminarily approves this Settlement, the Settlement Administrator shall use its best efforts to cause the Notice of Settlement to be given to the Settlement Class in accordance with the notice specifications approved by the Court in its Preliminary Approval Order. For purposes of identifying persons or entities in the Settlement Class, Defendants shall use commercially reasonable procedures to search their files and provide the Settlement Administrator with the names and current or last known addresses of persons or entities in the Settlement Class in Defendants' possession, custody, or control. The Notice of Settlement shall be given to the Settlement Class no later than sixty (60) days after entry of the Preliminary Approval Order (or such other date as may be entered by the Court). Any immaterial changes to the Notice of

Settlement in formatting reasonably necessary to facilitate dissemination or reduce mailing costs may be made with the Parties' approval, provided that the Notice of Settlement remains reasonably readable and substantively consistent with the Court-approved forms.

22. **Settlement Administrator Affidavit.** No later than ten (10) days after the Notice Date (or such other date as may be ordered by the Court), the Settlement Administrator shall provide Class Counsel and Counsel for Defendants with an affidavit attesting that the Notice Plan was executed in a manner consistent with the terms of this Agreement and any applicable Court orders.

23. **CAFA Notice.** No later than ten (10) days after the filing of this Settlement Agreement with the Court, the Settlement Administrator shall serve notice of the settlement on the appropriate federal and state officials as required by CAFA, in the form of **Exhibit I**.

## **VII. OPT-OUTS AND OBJECTIONS**

24. **Requests for Exclusion.** Persons or entities in the Settlement Class may submit a Request for Exclusion (i.e., "opt-out") from the Settlement. A person or entity in the Settlement Class that submits a timely and valid Request for Exclusion may not object to the Settlement and is not eligible to receive any payment from the Settlement Fund.

- a. To validly request exclusion, the person or entity in the Settlement Class must submit a written Request for Exclusion to the Settlement Administrator by mail to the address identified in the Notice of Settlement that is postmarked on or before the Objection and Opt-Out Deadline stating that "[Person or Entity Name] requests to be excluded from the class action Settlement" (or substantially similar clear and unambiguous language). The written Request for Exclusion shall contain 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 during the Class Period 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.

- b. Requests for Exclusion can only be made on an individual basis.
- c. The Settlement Administrator will provide copies of all Requests for Exclusion to Class Counsel and Counsel for Defendants on a weekly basis by email.
- d. 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 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.
- e. 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.
- f. 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.
- g. 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.

25. **Objections.** Any Settlement Class Member that does not submit a written Request for Exclusion may present a written objection to the Settlement explaining why it 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 submit to the Court (with copies served concurrently on Class Counsel, Counsel for Defendants, and the Settlement Administrator), postmarked on or before the Objection and Opt-Out Deadline, a detailed written statement of the objection(s) and the aspect(s) of the Settlement being challenged, as well as the specific reasons, if any, for each such objection, including any evidence and legal authority that the Settlement Class Member wishes to bring to the Court's attention.

- a. 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 during the Class Period 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.
- b. All responses to objections by the Parties shall be filed with the Court no later than seven (7) days prior to the date of the Final Approval Hearing.

- c. 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.
- d. If an objecting Settlement Class Member or the attorney appearing on its behalf in connection with its 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.
- e. 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.
- f. Any Settlement Class Member that fails to comply with the provisions of Paragraph 25 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 this

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.

- g. 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.

#### **VIII. RELEASE**

26. **Release.** The Parties intend that this Settlement Agreement will fully and finally dispose of the Action and the Released Claims. As of the Effective Date, each of the Releasing Parties will be deemed to have fully, finally, and forever released and discharged the Released Parties from any and all Released Claims (the “Release”).

27. **Unknown Claims.** The Releasing Parties expressly acknowledge that the Release includes unknown claims that the Releasing Parties do not know or suspect exist, which if known by them, might affect their agreement to release the Released Parties or might affect their decision

to enter into this Agreement. For the avoidance of doubt, such unknown claims do not include the following claims that are excluded from Released Claims: (i) claims for personal injury, wrongful death, or property damage (including via subrogation); (ii) any claim to enforce this Settlement Agreement; and (iii) claims based solely upon conduct occurring after the Effective Date. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia, or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside the United States, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true, but it is their intention to forever settle and release the Released Parties from any and all Released Claims, notwithstanding any unknown claims they may have. The Parties acknowledge, and the Settlement Class Members shall be deemed by operation of the Final Approval Order to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which the Release is a part.

28. **No Assignment of Claims.** Plaintiff represents and warrants that it is the sole and exclusive owner of all claims that it is releasing under this Settlement Agreement and that it has

not assigned, pledged, sold, transferred, or otherwise conveyed or encumbered any right, title, or interest in the Released Claims or the Action. Plaintiff further represents that it is not aware of any person or entity claiming any interest, in whole or in part, in the Released Claims or in any benefits, proceeds, or value arising from the Action.

29. **All Fees and Costs.** Without limiting the scope of the Release, and except as expressly provided in Section IX, the Release includes any and all claims for attorneys' fees, costs, and expenses, expert fees, consultant fees, interest, or other litigation-related fees or disbursements that any Releasing Party may have or assert in connection with the Action or Released Claims, including any such claims based on services allegedly rendered or benefits allegedly conferred in connection with the Action or this Settlement.

30. **Dismissal with Prejudice.** As of the Effective Date, the Parties shall file a stipulation and proposed Final Judgment, substantially in the form attached as **Exhibit C**, requesting that the Court dismiss the Action, including the claims of the Plaintiff and all Settlement Class Members, with prejudice consistent with the Final Approval Order. The Released Claims shall be conclusively released in accordance with this Settlement Agreement.

#### **IX. ATTORNEYS' FEES AND SERVICE AWARD**

31. **Fee/Service Award Motion Timing.** Within the time period established by the Court, and no later than seven (7) days prior to the Objection and Opt-Out Deadline, Class Counsel shall file a motion for attorneys' fees, costs, and expenses, and a service award, and the motion shall be posted on the Settlement Website.

32. **Defendants' Non-Opposition of Fees/Expenses.** Defendants agree not to oppose Class Counsel's request for an award of attorneys' fees up to one-third (1/3) of the Settlement Fund (\$466,666.00) before any deductions from the Settlement Fund. Defendants agree not to

oppose Class Counsel's request for reimbursement of costs and expenses of up to \$75,000.00 from the Settlement Fund. Any award of attorneys' fees, costs, and expenses to Class Counsel shall be payable solely out of the Settlement Fund.

Class Counsel's request for an award of attorneys' fees, costs, and expenses, and any and all matters related thereto, shall not be considered part of this Settlement Agreement, and shall be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of this Settlement Agreement. Plaintiff and Class Counsel agree that this Settlement Agreement is not conditional on the Court's approval of an award of attorneys' fees, costs, and expenses in the requested amount or in any amount whatsoever. The Court's ruling on the application or applications for such fees, costs, and expenses shall not operate to terminate or cancel this Settlement Agreement.

33. **Service Award.** Class Counsel shall request that the Court approve a service award of \$35,000.00 to Plaintiff in recognition of its time, costs, and effort in the Action, including, for example, gathering documents and materials, sitting for depositions, and performing other representative duties. Any service award to Plaintiff shall be payable solely out of the Settlement Fund. Defendants shall not oppose Class Counsel's request for a service award in that amount. If the Court determines not to award a service award or for any reason awards less than \$35,000.00 to Plaintiff, the rest of this Settlement Agreement will not be affected and will remain in full force and effect.

34. **Fees Negotiated After Settlement Relief.** The Parties agree that only after reaching agreement on the material terms set forth in this Settlement Agreement and the structure of relief for the Settlement Class, they negotiated the maximum amount of any attorneys' fees,

costs, and expenses and service award that Class Counsel and Plaintiff would seek, subject to the approval of the Court.

35. **Tax Forms; Disbursement.** Class Counsel shall provide a completed IRS Form W-9 to the Settlement Administrator prior to payment of any attorneys' fees, costs, or expenses. Class Counsel shall be responsible for distributing any Court-approved service award to Plaintiff.

36. **Payment Timing and Method; No Defendant Liability.** 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 the Price Armstrong, LLC IOLTA account (or such other payee as Class Counsel may designate in writing). Under no circumstances shall Defendants be liable to Class Counsel, Plaintiff, any Settlement Class Members, 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 this Settlement Agreement and Court order.

37. **No Additional Compensation.** Class Counsel shall not be entitled to any compensation from any Released Party for fees, costs, or expenses beyond that provided in this Section IX, including without limitation any fees, costs, or expenses incurred in connection with the administration of this Settlement Agreement. Under no circumstances will Defendants be liable for attorneys' fees, costs, or expenses other than those payable from the Settlement Fund.

#### **X. SETTLEMENT CLASS CERTIFICATION**

38. **Settlement Purposes Only.** The Parties agree that certification of the Settlement Class is for settlement purposes only and is subject to Court approval.

39. **Class Representative and Class Counsel.** Defendants will stipulate to the appointment of Plaintiff as Class Representative and Price Armstrong, LLC and Langley Law Firm as Class Counsel for settlement purposes only and subject to Court approval.

40. **No Effect if No Final Approval; No Admissions.** If this Settlement Agreement (including the Settlement Class) is not finally approved by the Court, or if this Settlement Agreement is otherwise modified, rescinded, terminated, canceled, or fails to become effective for any reason, then (i) Defendants reserve the right to contest certification of any class and/or subclass in connection with the Action, the appointment of Plaintiff as Class Representative, and the appointment of Price Armstrong, LLC and Langley Law Firm as Class Counsel; and (ii) this Settlement Agreement (including the Settlement Class) shall not be admissible in evidence and shall not be construed as an admission or concession that a class is or may be certified for litigation purposes in the Action or any other proceeding.

#### **XI. PRELIMINARY APPROVAL OF THE SETTLEMENT**

41. **Motion for Preliminary Approval of Settlement.** By June 8, 2026, the Parties shall jointly file a motion seeking preliminary approval of the Settlement. The proposed Preliminary Approval Order submitted with the motion shall be in a form agreed upon by Class Counsel and Counsel for Defendants and substantially in the form attached as **Exhibit E**.

42. **Relief Requested.** The motion for preliminary approval shall request entry of the Preliminary Approval Order, and request that the Court, among other things, for settlement purposes only:

- a. Preliminarily certify the Settlement Class under Fed. R. Civ. P. 23;
- b. Preliminarily approve the Settlement as fair, reasonable, and adequate;

- c. Determine that the Notice of Settlement satisfies Rule 23 of the Federal Rules of Civil Procedure and due process;
- d. Approve the Notice Plan described in Section VI and direct that the Notice of Settlement be disseminated to the Settlement Class;
- e. Approve the procedures set forth in Section VII for persons or entities in the Settlement Class to request exclusion from the Settlement Class or object to the Settlement;
- f. Appoint Epiq Class Action & Claims Solutions, Inc. as the Settlement Administrator and preliminarily appoint Plaintiff as Class Representative and Price Armstrong, LLC and Langley Law Firm as Class Counsel; and
- g. Set a Final Approval Hearing to consider final approval of the Settlement and any timely objections as well as Plaintiff's service award and any request for attorneys' fees, costs, and expenses.

## **XII. FINAL APPROVAL OF THE SETTLEMENT**

43. **Motion for Final Approval.** Pursuant to the schedule set by the Court in its Preliminary Approval Order and at least fourteen (14) days prior to the Final Approval Hearing, the Parties shall file a motion and supporting papers requesting that the Court grant final approval of this Settlement Agreement and enter a Final Approval Order substantially in the form attached as **Exhibit B**. The Final Approval Order as proposed shall provide for the following in order to carry out the Settlement consistent with applicable law:

- a. Certification of the Settlement Class under Fed. R. Civ. P. 23(a), (b)(3) for settlement purposes only;

- b. Approval of the Settlement covered by this Settlement Agreement adjudging the terms of the Settlement Agreement to be fair, reasonable, and adequate;
- c. A determination the Notice of Settlement satisfies Rule 23 of the Federal Rules of Civil Procedure and due process;
- d. Dismissal with prejudice of the Action and all Released Claims whether asserted by Plaintiff on its own behalf or on behalf of the Settlement Class Members, without costs to any of the Parties other than as provided for in this Settlement Agreement;
- e. That each Settlement Class Member (including each of their respective successors, heirs, beneficiaries, executors, administrators, assigns, and representatives) shall be (i) conclusively deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged the Released Parties from all Released Claims, and (ii) barred and enjoined from suing the Released Parties in any action or proceeding alleging any of the Released Claims, even if any Settlement Class Member may thereafter discover facts in addition to or different from those which the Settlement Class Members or Class Counsel now know or believe to be true with respect to the Action and the Released Claims, whether or not such Settlement Class Members have filed an objection to the Settlement or to any application by Class Counsel for an award of attorneys' fees, costs, and expenses and whether or not the objections of such Settlement Class Members have been sustained or overruled;
- f. That all applicable CAFA requirements have been satisfied; and

- g. Consideration of any Class Counsel applications for an award of attorneys' fees, costs, and expenses and Plaintiff's service award.

44. **Final Judgment; Binding Effect.** Upon entry of the Final Approval Order and Final Judgment, all Settlement Class Members shall submit to the jurisdiction of the Court and shall be bound by the terms of this Settlement Agreement, including without limitation the Release (which becomes effective as of the Effective Date). Upon entry of the Final Approval Order and Final Judgment, and subject to the occurrence of the Effective Date, each such Settlement Class Member and any person or entity that has made, can make, or is entitled to make a claim through or in the name or right of a Settlement Class Member shall be barred and enjoined from initiating, asserting, continuing, or prosecuting any claim, action, or proceeding against any Released Party based on or relating to the Released Claims.

### **XIII. TERMINATION**

45. **Termination Right and Notice.** This Settlement Agreement may be terminated by either Defendants or Class Counsel by serving written notice on counsel for the opposing Party and filing a notice of termination with the Court within fourteen (14) days after the occurrence of any of the following:

- a. The Court materially modifies, amends, or changes this Settlement Agreement (other than by agreement of the Parties), or declines to enter the Preliminary Approval Order or the Final Approval Order;
- b. An appellate court reverses, vacates, or materially modifies the Final Approval Order and the Final Approval Order is not reinstated without material change after remand;
- c. The Effective Date does not occur;

- d. This Settlement Agreement otherwise does not become final, is rescinded, is canceled, or is terminated pursuant to any other provision of this Agreement; or
- e. If 10% or more potential members of the Settlement Class elect to opt out of the Settlement, this Settlement Agreement may be terminated by Defendants by serving written notice on Class Counsel and filing a notice of termination with the Court within fourteen (14) days of receiving the complete list of opt-outs from the Settlement Administrator.

46. **Effect of Termination.** In the event this Settlement Agreement is terminated for any reason (including without limitation any reason set forth in Section XIII), this Agreement shall be null and void. The terms and conditions of this Settlement Agreement shall be treated as though they never existed and shall not be admissible in any proceeding for any purpose, except as necessary to effectuate the terms of any provisions that expressly survive termination. In such event, the Parties expressly reserve all pre-Settlement rights, remedies, claims, defenses, and arguments. Any Preliminary Approval Order or Final Approval Order entered in accordance with this Settlement Agreement shall be treated as vacated *nunc pro tunc*, and the Parties also shall be returned to the *status quo ante* with respect to the Action as if this Settlement Agreement had never been entered into, except for the obligations set forth in: Paragraph 5 (Effect of Denial, Reversal, or Termination on Fund), Paragraph 17 (Duties of the Settlement Administrator), Paragraph 60 (Confidentiality).

47. **Fees and Costs Upon Termination.** In the event of termination of this Settlement Agreement for any reason, each Party shall bear its own attorneys' fees, costs, and expenses in all respects, including without limitation any fees, costs, and expenses incurred in connection with seeking Court approval of the Settlement.

#### **XIV. OTHER TERMS AND CONDITIONS OF SETTLEMENT**

48. **No Admission of Liability.** 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.

49. **No Admission of Elements of Class Certification.** 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 the Action could not be certified as a class action for trial purposes under Rule 23 of the Federal Rules of Civil Procedure. Nothing in this Settlement Agreement shall be construed as an admission by any Defendant that the Action or any similar case is amenable to class certification for trial purposes. Furthermore, nothing in this Settlement Agreement shall prevent any Defendant from opposing class certification or seeking de-certification of the conditionally certified class if final approval of this Settlement Agreement is not obtained, or not upheld on appeal, including review by any appellate court.

50. **Cessation of Litigation Activity.** Pending final determination of whether the Settlement Agreement should be approved, every customer in the Settlement Class is prohibited and enjoined from directly, through representatives, or in any other capacity, continuing or commencing any action or proceeding in any court or tribunal asserting any of the Released Claims against any Defendant or Released Party.

Immediately upon execution of this Settlement Agreement, Plaintiff, Class Counsel, and Defendants agree to cease all litigation activity in and related to the Action (other than any activity to implement and/or enforce this Settlement Agreement).

51. **Exclusive and Continuing Jurisdiction.** The Court shall retain exclusive and continuing jurisdiction to interpret, implement, administer, and enforce the terms, conditions, and obligations of this Settlement Agreement and the Court's orders, including the Final Approval Order and Final Judgment.

- a. In the event of a breach of this Settlement Agreement by Plaintiff, Defendants, or any Settlement Class Member, the Court may exercise all of its equitable powers to enforce this Settlement Agreement and the Final Approval Order irrespective of the availability or adequacy of any remedy at law, including without limitation specific performance and injunctive relief.
- b. Defendants, Counsel for Defendants, Class Counsel, and Plaintiff agree, and Settlement Class Members will be deemed to have agreed, to submit irrevocably to the exclusive jurisdiction of the Court for the resolution of any matter covered by or relating to this Settlement Agreement, the Release, the Final Approval Order, the Final Judgment, or the applicability or interpretation thereof.
- c. If the provisions of this Settlement Agreement, the Release, the Final Approval Order, or the Final Judgment are asserted by any Released Party as a defense, in whole or in part, to any claim or cause of action, or are otherwise raised in any other suit, action, or proceeding by any Releasing Party or any person or entity covered by the Release, the Released Party shall be entitled to seek an immediate stay of that

suit, action, or proceeding pending an order of this Court resolving any issues relating to such defense. Plaintiff and Class Counsel will not oppose such relief.

52. **Consideration.** Plaintiff, individually and as representative of the Settlement Class, acknowledges, represents, and warrants that, by entering into this Settlement Agreement, Defendants have given Plaintiff something of value, which they are not legally required to do, and have given adequate consideration to support the promises made by Plaintiff contained in this Settlement Agreement. Defendants acknowledge, represent, and warrant that Plaintiff, by entering into this Settlement Agreement, has given Defendants something of value, which it is not legally required to do, and has given adequate consideration to support the promises made by Defendants contained in this Settlement Agreement. Each of the Parties represent and warrant that this Settlement Agreement is entered into after careful reflection, freely and voluntarily, without any improper compulsion, force, duress, or undue influence. The Parties further acknowledge that they have had this Settlement Agreement reviewed by their own legal counsel and have had adequate time to consult with their legal counsel before signing this Settlement Agreement. Each Party represents that it understands the terms and consequences of executing this Settlement Agreement and executes it and agrees to be bound by the terms set forth herein knowingly, intelligently, and voluntarily.

53. **No Tax Advice.** Neither the Parties nor their counsel intend anything contained herein to constitute any advice, legal or otherwise, regarding the taxability of any amount paid hereunder. No person or entity shall rely on this Settlement Agreement for tax advice and shall obtain its own independent tax advice with respect to any payment under this Settlement Agreement.

54. **Notices.** Unless otherwise specifically provided herein, all notices, demands, or other communications under this Settlement Agreement shall be in writing and delivered by mail or email as follows:

To Class Counsel:

Oscar M. Price  
Nicholas W. Armstrong  
PRICE ARMSTRONG, LLC  
1919 Cahaba Road  
Birmingham, AL 35223  
oscar@pricearmstrong.com  
nick@pricearmstrong.com

T. Ryan Langley  
Langley Law Firm  
229 Magnolia St.  
Spartanburg, SC 29306  
Ryan@thelangleylawfirm.com

To Defendants:

Eric L. Klein  
Beveridge & Diamond, P.C.  
155 Federal Street, Suite 1600  
Boston, MA 02110  
eklein@bdlaw.com

Megan R. Brillault  
Beveridge & Diamond, P.C.  
825 Third Avenue, 16th Floor  
New York, NY 10022  
mbrillault@bdlaw.com

H. Sam Mabry III  
Haynsworth Sinkler Boyd, P.A.  
One North Main, 2nd Floor  
Greenville, SC 29601  
smabry@hsblawfirm.com

55. **Communications with Customers.** Defendants reserve the right to continue communicating with their customers, including persons or entities in the Settlement Class, in the ordinary course of business. To the extent customers initiate communications regarding the

Settlement Agreement, Defendants may confirm the fact of a settlement and refer inquiries to the Settlement Administrator.

56. **Drafting of Agreement.** This Settlement Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. No Party shall be deemed the drafter. The Parties acknowledge that this Settlement Agreement is contractual and the product of negotiations between the Parties and their counsel, and it shall not be construed against any Party because of any Party's role in drafting it.

57. **Cooperation.** The Parties agree to cooperate in good faith to prepare and execute all documents, to seek Court approval of the Settlement, to defend Court approval of the Settlement, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

58. **Disputes.** To the extent any disputes or issues arise with respect to documenting or effecting the Settlement Agreement, the Parties agree to use their best efforts to informally resolve any such disputes or issues; but in the event any such dispute or issue cannot be resolved informally, to bring any such dispute or issue to the Court for resolution.

59. **Standing for Enforcement of Settlement Agreement.** Only Class Counsel shall have standing to seek enforcement of this Settlement Agreement on behalf of the Plaintiff and Settlement Class Members. Any individual concerned about Defendants' compliance with this Settlement Agreement may so notify Class Counsel and direct any requests for enforcement to Class Counsel. Class Counsel shall have the full and sole discretion to take whatever action they deem appropriate, or to refrain from taking any action, in response to such request. Any action by Class Counsel to monitor or enforce the Settlement Agreement shall be done without additional

fee or reimbursement of expenses beyond the attorneys' fees, costs, and expenses determined by the Court.

**60. Confidentiality.**

- a. Without prior written consent, the Parties, Class Counsel, Counsel for Defendants, and the Settlement Administrator shall keep strictly confidential and not disclose to any third party any non-public information received during the negotiation or implementation of this Agreement, including all settlement negotiations related to the Action.
- b. The confidentiality obligations set forth herein are in addition to and do not limit any other confidentiality obligations that may exist under any other agreement, under any court order, e.g., the May 1, 2024 Confidentiality Order entered in the Action (ECF 161), or by law.
- c. These confidentiality obligations shall survive in the event that this Agreement does not become effective or final for any reason, including, without limitation, because of the Court's failure to approve this Agreement.

**61. Public Statements.**

- a. No Party or Party's counsel shall make, directly or indirectly, any statements to the media about the Action or this Settlement Agreement, other than statements that are fully consistent with and do not expand upon the public record, this Settlement Agreement, and the Class Notice. No Party or Party's counsel shall make, directly or indirectly, any statements to the press, stating or suggesting that any Party has through this Settlement Agreement prevailed or established the propriety of its

claims or defenses or that any other Party has lost on or acknowledged the invalidity of its claims or defenses.

- b. No Party shall issue any press release that contains language to which the Parties have not agreed.
- c. The Parties and/or their counsel shall make no statements to any third party regarding the Settlement prior to entry by the Court of the Final Approval Order, without the consent of the other Party or its counsel, unless such statements are required by law, including, without limitation, any disclosure obligations imposed on any Released Party by federal or state securities or tax laws. The Released Parties may discuss the Action, including the Settlement Agreement, with their current employees.
- d. The Parties agree not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that mislead or defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of Plaintiff or the Released Parties, their employees, directors, and officers. The Parties acknowledge and agree that this prohibition extends to statements, written or verbal, made to anyone, including but not limited to, the news media, investors, potential investors, any board of directors or advisory board of directors, industry analysts, competitors, strategic partners, vendors, employees (past and present), clients, customers and potential clients or customers. The Parties understand and agree that this paragraph is a material provision of this Agreement and that any breach of this paragraph shall be a material breach of this Agreement, and that each Party would be irreparably harmed by violation of this provision.

- e. Class Counsel agrees that all extra-judicial statements in regard to the Settlement will comport with the Rules of Professional Conduct. Class Counsel may respond to direct communications from clients or potential clients.

62. **Severability.** Should any of the provisions of this Settlement Agreement be declared or be determined to be illegal or invalid, all remaining parts, terms or provisions shall be valid, and the illegal or invalid part, term or provision shall be deemed not to be a part of this Settlement Agreement so long as the settlement and compromise of the Action is not affected by the severance of any such provisions.

63. **Governing Law.** This Settlement Agreement shall be interpreted, construed, and enforced in accordance with applicable federal law and, to the extent that federal law does not govern, by South Carolina law without application of conflict of laws principles.

64. **Modification.** This Settlement Agreement may not be changed, altered, amended, or modified, except in writing signed by all Parties. The Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all Parties.

65. **Integration; No Waiver Except in Writing.** This Settlement Agreement and its Exhibits contain the entire agreement between the Parties relating to the Settlement, and all prior or contemporaneous agreements, understandings, representations, and statements regarding the same, whether oral or written, and whether by a Party or its counsel or any person, firm, corporation or any other entity, are merged herein. Each Party represents and warrants that it is not relying on any representation not expressly included in this Settlement Agreement. No rights under this Settlement Agreement may be waived except in writing.

66. **Waiver of Implied Covenant of Good Faith and Fair Dealing.** The obligations of the Parties shall be defined solely by the express terms of this Settlement Agreement. The

Parties hereby waive any and all covenants of good faith and fair dealing that might exist or be implied in this Settlement Agreement.

67. **Extensions.** The Parties reserve the right, subject to Court approval, to agree to reasonable extensions of time necessary to carry out any provision of this Settlement Agreement.

68. **Liability Not Admitted; Rule 408.** The Parties expressly acknowledge and agree that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence 408. Without limiting the foregoing, neither this Settlement Agreement nor any related negotiations, statements, or court proceedings shall be construed as, offered as, received as, used as, or deemed to be evidence of, or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including without limitation the Released Parties, Plaintiff, or the Settlement Class, or as a waiver by the Released Parties, Plaintiff, or the Settlement Class of any applicable privileges, claims or defenses.

69. **Subheadings.** Sub-headings in this Settlement Agreement are for purposes of clarity only and do not modify the terms of this Settlement Agreement.

70. **Waiver.** A waiver by any Party of any breach of this Settlement Agreement shall not be deemed a waiver of any other breach of this Settlement Agreement, whether prior, subsequent, or contemporaneous.

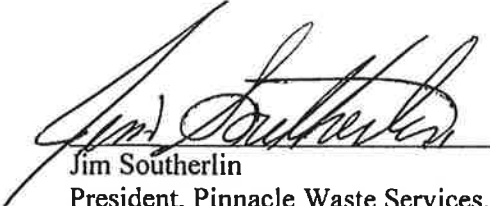
71. **Signatures; Binding Effect.** Each Party warrants that the person executing this Settlement Agreement on behalf of that Party has the authority to do so. This Settlement Agreement shall be binding upon, and inure to the benefit of, each Party and its respective agents, heirs, executors, administrators, successors, and assigns of the Parties.

72. **Counterparts.** This Settlement Agreement may be executed in any number of counterparts, including by electronic signature, each of which shall be deemed to be an original. All counterparts shall constitute one agreement binding on all Parties, regardless of whether all Parties sign the same counterpart, provided that this Settlement Agreement shall have no force or effect unless and until all Parties have executed a counterpart.

[Signature Pages Follow]

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed, on their own behalf or by their duly authorized attorneys, as of the date(s) indicated on the lines below.

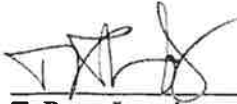
Dated: June 4, 2026

  
Jim Southerlin  
President, Pinnacle Waste Services, LLC  
Plaintiff

Dated: June 4, 2026

  
Oscar M. Price, IV  
Class Counsel

Dated: June 4, 2026

  
T. Ryan Langley  
Class Counsel

Dated: June 5, 2026

Waste Connections US, Inc.

  
Name: Patrick J. Shea  
Title: Executive Vice President, General Counsel

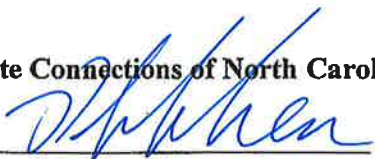
Dated: June 5, 2026

Waste Connections of South Carolina, Inc.

  
Name: Patrick J. Shea  
Title: Executive Vice President, General Counsel

Dated: June 5, 2026

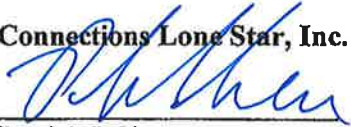
**Waste Connections of North Carolina, Inc.**

  
Name: Patrick J. Shea

Title: Executive Vice President, General Counsel

Dated: June 5, 2026

**Waste Connections Lone Star, Inc.**

  
Name: Patrick J. Shea

Title: Executive Vice President, General Counsel

**In the United States District Court for the District of South Carolina, Greenville Division  
*Pinnacle Waste Services, LLC v. Waste Connections US, Inc.*, et al., No. 7:21-cv-02600-JDA**

**Settlement Claim Form**

**If you are a Settlement Class Member and would like to file a claim, your Claim Form must be completed and postmarked to the physical address below or electronically submitted to the Settlement Website on or before [Claims Deadline]. Settlement Class Members will be bound by the Release set forth on the Settlement Website. Please read the full notice at [website] before submitting this form.**

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**PART ONE – CLAIMANT INFORMATION**

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You must provide the name of the entity making the Claim as well as your name and current contact information below. It is your responsibility to tell the Settlement Administrator if your contact information changes after you submit this form.

\_\_\_\_\_  
ENTITY NAME

\_\_\_\_\_  
FIRST NAME

\_\_\_\_\_  
LAST NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
EMAIL ADDRESS

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**PART TWO – SERVICE ADDRESS**

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You must provide information about the address to which a Waste Connections Entity<sup>1</sup> provided service below. Note: If eligible to receive a payment from the Settlement Fund, the check will be mailed to the service address provided here unless otherwise indicated below in Part Five.

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP CODE

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**PART THREE – CLAIM INFORMATION**

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To make a Claim, you must be able to check the following box:

- ☐ I am an authorized representative of an entity that receives/received hauling services in the United States from a Waste Connections Entity during the Class Period from August 13, 2018 to [effective date of settlement].

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**PART FOUR – CLAIMANT ATTESTATION**

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- ☐ I declare under penalty of perjury that all the information I have provided on or with this Claim Form is true and correct.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

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<sup>1</sup> “**Waste Connections Entity**” means any current, former, or future direct or indirect subsidiary, division, affiliate, or other related business entity of Waste Connections, Inc., including any and all predecessors and successors thereof.

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**PART FIVE – CHECKLIST**

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Before submitting this Claim Form, please make sure you have:

1. Completed all fields and provided all information requested fully and accurately in the Claimant Information (Part One), Service Address (Part Two), and Claim Information (Part Three) sections of this Claim Form; and
2. Signed the Claimant Attestation (Part Four). You must sign the Claimant Attestation to be eligible to receive any benefits under the Settlement Agreement.
3. If you would like to provide an alternate address to have your check mailed, please do so here:

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP CODE

Please keep a copy of your Claim Form for your records. Additional information may be requested to permit any additional review that may be required. Any Party has the right to challenge the Settlement Administrator's decision denying or approving Claims by submitting a request to the Settlement Administrator, which shall be shared by the Settlement Administrator with Class Counsel and Counsel for Defendants, requesting reconsideration of the Settlement Administrator's decision.

QUESTIONS? CALL **[NUMBER]** TOLL-FREE

**PLEASE DO NOT SEND CLAIM FORMS TO THE ATTORNEYS, THE COURT, THE CLERK OF THE COURT, OR A WASTE CONNECTIONS ENTITY. PLEASE SEND ALL CLAIM FORMS TO THE SETTLEMENT ADMINISTRATOR AT:**

**By Mail:**

**[PLACEHOLDER]**

**By Electronic Submission:**

**[WEBSITE]**

UNITED STATES DISTRICT COURT  
DISTRICT OF SOUTH CAROLINA  
GREENVILLE DIVISION

PINNACLE WASTE SERVICES, LLC, et al.,

Plaintiffs,

v.

WASTE CONNECTIONS US, INC. et al.,

Defendants.

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

**[PROPOSED] FINAL APPROVAL ORDER**

Before the Court is Plaintiff’s Motion for Final Approval of the Settlement Agreement by Plaintiff Pinnacle Waste Services, LLC, individually and as representative of the Settlement Class defined below, and 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”). This Court preliminarily approved the Settlement Agreement, including the Settlement Class and the Notice of Settlement, pursuant to the Preliminary Approval Order dated [placeholder] (ECF \_\_\_\_).

On [placeholder date], this Court held a Final Approval Hearing where it considered \_\_\_\_ objections that were filed with respect to the proposed Settlement and \_\_\_\_ Settlement Class Members appeared to contest the Settlement. The Final Approval Hearing was held for the following purposes: (i) to finally certify the Settlement Class under Federal Rules of Civil Procedure 23(a) and 23(b)(3) for settlement purposes only; (ii) to determine that the Agreement is fair, reasonable, and adequate pursuant to Federal Rule of Civil Procedure 23; (iii) to find that Notice of Settlement satisfies Rule 23 and due process; (iv) to direct entry of final judgment of

dismissal with prejudice 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; (v) to order that each Settlement Class Member fully, finally, and forever settles, releases, relinquishes, waives, and discharges the Released Parties from all Released Claims; (vi) to permanently bar and enjoin all Settlement Class Members from suing the Released Parties in any action or proceeding alleging any of the Released Claims, even if any Settlement Class Member may thereafter discover facts in addition to or different from those which the Settlement Class Members or Class Counsel now know or believe to be true with respect to the Action and the Released Claims; (vii) to determine that all applicable CAFA requirements have been satisfied; (viii) to consider any Class Counsel applications for an award of attorneys' fees, costs, and expenses and Plaintiff's service award; and (ix) to rule upon other such matters as the Court may deem appropriate.

All capitalized words within this order shall have the same meaning as defined in the Settlement Agreement (ECF \_\_\_\_).

The Court has reviewed and considered the Settlement Agreement, the record, Plaintiff's Motion for Final Approval, and related filings and arguments in connection therewith, and the Court hereby **FINDS AND ORDERS** as follows:

**Certification of Settlement Class & Approval of Settlement Agreement**

1. The Federal Rules of Civil Procedure 23(a), 23(b), and 23(e) are satisfied for purposes of the Settlement Agreement. For settlement purposes only, the Court certifies the following Settlement Class, which was preliminarily certified previously:

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.

Specifically, the Court finds for settlement purposes only that the Settlement Class described above satisfies the following factors of Fed. R. Civ. P. 23(a) and 23(b)(3):

- a. The Settlement Class is so numerous that joinder of all members in a single proceeding would be impracticable;
- b. The members of the Settlement Class share common questions of law and fact;
- c. The Plaintiff's claims are typical of those of the persons or entities in the Settlement Class;
- d. The Plaintiff and Class Counsel have fairly and adequately protected the interests of the Settlement Class;
- e. Questions of law and fact common to the Settlement Class predominate over the questions affecting only individual members of the Settlement Class; and

- f. Certification of the Settlement Class is superior to other available methods for the fair and efficient adjudication of this controversy.

Thus, the Court approves the Settlement Class.

2. Under Rule 23(e)(2) of the Federal Rules of Civil Procedure, the Court finds that the Settlement is a fair, reasonable, and adequate settlement and compromise of the Claims asserted in the Action and remains appropriate for the reasons set out in the Court's Order Preliminarily Approving Settlement Class and Providing for Notice (ECF \_\_\_\_). Specifically, the Court finds:

- a. The Settlement Agreement resulted from extensive, non-collusive, arm's length negotiations, made in good faith with the participation of an experienced mediator, Jeff Trueman, Esq., and both Parties were represented by competent and experienced counsel;
- b. The Action settled after Defendants had answered the operative complaint (ECF 82) and the Parties had engaged in lengthy adversarial proceedings, with extensive motion practice, including motions to dismiss, motions for summary judgment, and Defendants' motion to deny class certification;
- c. Substantial discovery had occurred, and the Parties had nearly completed the discovery;
- d. The Parties were represented by experienced counsel;
- e. Class Counsel conducted a thorough investigation of the facts and law prior to filing suit and are knowledgeable about the strengths and weaknesses of the case;

- f. 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.
- g. The Plaintiff and Defendants had sufficient information to evaluate the settlement value of the Action;
- h. The relief provided for in the Agreement is substantial and outweighs the significant costs, delay, and risks presented by further prosecution of issues during pre-trial, trial, and possible appeal;
- i. If the Settlement had not been achieved, the Parties face the expense, risk, and uncertainty of extended litigation, including the completion of merits and expert discovery, class certification briefing, dispositive motions, trial, post-trial motions, and possible appeals;
- j. There is [placeholder] opposition to the Settlement; and
- k. There is no evidence that Defendants are in danger of becoming insolvent.
- l. Plaintiff and Class Counsel have adequately represented the Settlement Class.
- m. At all times, Plaintiff acted independently of Defendants and in the interest of the Settlement Class;
- n. The Settlement Agreement has no obvious deficiencies;
- o. The Settlement Agreement provides an effective method of distributing relief;
- p. The terms of the proposed request for attorneys' fees, costs, and expenses are reasonable;
- q. The settling parties have no other agreements;

- r. The Settlement Agreement does not improperly grant preferential treatment to Plaintiff and treats persons or entities in the Settlement Class equitably relative to each other;
- s. The Notice of Settlement to the Settlement Class as implemented satisfied Rule 23 and due process; and
- t. All applicable CAFA requirements have been satisfied.

3. The Court approves the Settlement Agreement and orders that the Settlement Agreement shall be consummated and implemented in accordance with its terms and conditions.

**Notice**

4. The Settlement Class received proper and adequate notice of the Settlement Agreement, the Final Approval Hearing, Class Counsel's application for attorneys' fees, costs, and expenses and for a service award for Plaintiff, and distribution of the Settlement Fund. This notice was given in accordance with the Order Preliminarily Approving Settlement Class and Providing for Notice (ECF \_\_\_\_).

5. **Approval of Class Notice.** The Settlement Administrator has filed proof of completion of the Notice Plan. The Court finds that the Notice of Settlement was sufficient and adequate and was consistent with the Notice Plan, the Settlement Agreement, and the Preliminary Approval Order. The Notice (i) was appropriate under the circumstances; (ii) constituted notice that was concise, clear, and in plain, easily understood language and was reasonably calculated, under the circumstances, to apprise persons or entities in 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, 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 proposed Settlement Agreement, their right to appear at the Final Approval Hearing, through counsel if desired, and the binding effect of a judgment on Settlement Class Members under Rule 23(c)(3); (iii) 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; (iv) was reasonable and constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice; and (v) met all applicable requirements of the Federal Rules of Civil Procedure, the United States Code, the United States Constitution (including the Due Process Clause), and any other applicable law.

#### **Requests for Exclusion**

6. The Settlement Class overwhelmingly supports the Settlement. Only \_\_\_\_ persons/entities in the Settlement Class filed Requests for Exclusion. Exhibit \_\_\_\_ to this Final Approval Order is the list of the putative persons or entities in the Settlement Class who timely and properly requested exclusion from (opted out of) the Settlement Class and Settlement.

#### **Objections**

7. The Court has considered all objections made in the time and manner provided in the Preliminary Approval Order and hereby overrules all objections to the fairness, adequacy, or reasonableness of the Settlement. All Settlement Class Members who objected to the Settlement and did not submit a timely and valid Request for Exclusion from the Settlement Class are hereby bound by this Order and the terms of the Agreement, including the release of all Released Claims as set forth in the Settlement Agreement.

#### **Settlement Fund**

8. The Court hereby grants Class Counsel's request for an award of reasonable attorneys' fees in the Action in the amount of \$ \_\_\_\_\_. The Court further grants Class Counsel's application for reimbursement of costs and expenses in the amount of \$ \_\_\_\_\_.

9. The Court hereby grants Plaintiff's request for a service award to Plaintiff Pinnacle Waste Services, LLC in the amount of \$ \_\_\_\_\_ as compensation for its role as the Class Representative and for the responsibility and work attendant to that role.

10. Pursuant to the Settlement Agreement, the Net Settlement Fund shall be distributed in equal shares per approved Claim, as set forth in the Settlement Agreement.

11. The Net Settlement Fund shall be allocated and distributed within thirty (30) days after the Effective Date to Claimants who submit valid Claims.

#### **Release and Dismissal**

12. **Release.** Upon the Effective Date, Plaintiff and Settlement Class Members (including each of their respective successors, heirs, beneficiaries, executors, administrators, assigns, and representatives) shall be conclusively deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged the Released Parties from all Released Claims as specified in the Settlement Agreement.

13. **Permanent Bar.** With this Order, Plaintiff and Settlement Class Members are permanently barred and enjoined from suing the Released Parties in any action or proceeding alleging any of the Released Claims, even if Plaintiff or any Settlement Class Member may thereafter discover facts in addition to or different from those which the Settlement Class Members or Class Counsel now know or believe to be true with respect to the Action and the Released Claims, whether or not such Settlement Class Members have filed an objection to the

Settlement or to any application by Class Counsel for an award of attorneys' fees, costs, and expenses and whether or not the objections of such Settlement Class Members have been sustained or overruled.

14. **Dismissal with Prejudice.** The Court directs the Released Claims in the Action are hereby dismissed as to Defendants in their entirety with prejudice, each party to bear its own costs, except as expressly provided herein. All claims in the Action as they relate to Defendants are dismissed. Nothing herein is intended to waive or prejudice the rights of persons or entities in the Settlement Class who have submitted timely and valid Requests for Exclusion.

15. **Permanent Injunction Regarding Released Claims.** The terms of the Agreement and of this Order shall be forever binding on the Parties and Settlement Class Members, and those terms shall have *res judicata* and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained against any of the Released Parties to the extent those claims, lawsuits, or other proceedings involve the Released Claims.

#### **Other Provisions**

16. **Jurisdiction.** Venue in this Court is proper. This Court has jurisdiction to enter this Final Approval Order. The Court has subject matter jurisdiction over the Action, including the claims against Defendants.

17. **Continuing Jurisdiction.** Without affecting the finality of this Order in any way, the Court hereby specifically retains exclusive jurisdiction over the Action, the Parties, and the Settlement Class Members as well as interpretation, administration, implementation, effectuation, and enforcement of the Settlement Agreement, this Order, and for any other

necessary purpose. Any disputes or controversies arising with respect to the interpretation, administration, implementation, effectuation, and enforcement of the Settlement Agreement must be presented by motion to the Court.

18. **Non-Admission of Liability.** Neither this Order, the fact that a settlement was reached and filed, the Settlement Agreement, nor any related negotiations, statements, or proceedings, shall be construed as, offered as, admitted as, received as, used as, or deemed to be an admission or concession of liability or wrongdoing whatsoever or breach of any duty on the part of Defendants, Plaintiff, or the Settlement Class Members. This Order is not a finding of the validity of any claims asserted or defenses raised in the Action. In no event shall this Order, the fact that a settlement was reached, the Settlement Agreement, nor any negotiations, statements, or proceedings relating to it in any way be used, offered, admitted, or referred to in the Action, in any other action, or in any judicial, administrative, regulatory, arbitration, or other proceeding, by any person or entity, except by the Parties, and only by the Parties, in a proceeding to enforce the Settlement Agreement except that Defendants and/or Released Parties may also file the Final Judgment from the Action in any other action that may be brought against it or them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

19. **Attorney Fees, Costs, and Expenses/Service Award Orders.** Any subsequent court order regarding Class Counsel's motion for an award of attorneys' fees, costs, and expenses and a service award for Plaintiff shall in no way disturb or affect this Final Approval Order. Reversal or modification on appeal of any order concerning Class Counsel's motion for an award of attorneys' fees, costs, and expenses or a service award for the Plaintiff shall not

affect the finality of the Final Approval Order and shall not constitute grounds for canceling or terminating the Settlement.

20. **Implementation of Agreement.** The Parties are hereby authorized to implement the terms of the Agreement.

21. **Effect on Agreement.** 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.

22. **Modifications.** The Court may approve modifications to the Settlement 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 Federal Rule of Civil Procedure 23 and due process.

23. **Reasonable Extensions.** Without further order of this Court, the Parties may mutually agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_ XX, 2026

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Jacquelyn D. Austin  
United States District Court Judge

UNITED STATES DISTRICT COURT  
DISTRICT OF SOUTH CAROLINA  
GREENVILLE DIVISION

PINNACLE WASTE SERVICES, LLC, et al.,

Plaintiffs,

v.

WASTE CONNECTIONS US, INC. et al.,

Defendants.

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

**[PROPOSED] FINAL JUDGMENT ORDER**

Before the Court is Plaintiff’s Motion for Final Approval of Class Action Settlement and Entry of Final Judgment (ECF XX) by Plaintiff Pinnacle Waste Services, LLC, individually and as representative of the Settlement Class, and Waste Connections US, Inc., Waste Connections of South Carolina, Inc., Waste Connections of North Carolina, Inc., and Waste Connections Lone Star, Inc. (collectively, “Defendants”) as well as Plaintiff’s Motion for Approval of Attorneys’ Fees, Costs, and Expenses and a Service Award (ECF XX). This Court preliminarily approved the Settlement Agreement, including the Settlement Class and the Notice of Settlement, pursuant to the Preliminary Approval Order dated [placeholder] (ECF \_\_\_\_). After a Final Approval Hearing with respect to the class action settlement on DATE, the Court entered the Final Approval Order, finding and concluding that the Settlement Class is certified for settlement purposes only, the Settlement and its terms are fair, reasonable, and adequate, and the Notice of Settlement satisfies Rule 23 and due process. (ECF XX).

Based on the foregoing, **IT IS HEREBY ORDERED:**

1. The Court approves the Settlement and its terms as fair, reasonable, and adequate, and Plaintiff's Motion for Final Approval of Class Action Settlement and Entry of Final Judgment (ECF XX) is **GRANTED**.

2. The Court **GRANTS** Plaintiff's motion for approval of attorneys' fees, costs, and expenses for Class Counsel (ECF XX) in the amount of XXX.

3. The Court **GRANTS** Plaintiff's motion for a service award (ECF XX) in the amount of XXX.

4. Epiq Class Action & Claims Solutions, Inc. is appointed to act as the Settlement Administrator pursuant to the terms of the Settlement Agreement.

5. By means of this Order, this Court hereby enters final judgment in this action, as defined by Fed. R. Civ. P. 58(a).

6. Without affecting the finality of this final judgment in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this Order and the settlement. *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 380-82 (1994).

7. The parties are hereby ordered to implement and comply with the terms of the Settlement.

8. The Released Claims in the Action are hereby dismissed as to Defendants in their entirety with prejudice, each party to bear its own costs, except as expressly provided in the Final Approval Order. All claims in the Action as they relate to Defendants are dismissed.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_ XX, 2026

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Jacquelyn D. Austin  
United States District Court Judge

**United States District Court for the District of South Carolina**

**PLEASE READ THIS NOTICE CAREFULLY. IT RELATES  
TO THE PROPOSED SETTLEMENT OF A CLASS ACTION AND  
CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.**

The District Court has authorized this Notice of Settlement. It is not a solicitation from a lawyer.

This Notice of Settlement does not, however, constitute the findings of the Court. It should not be understood to be an expression of the Court’s views on the merits of any claim or defense raised by the parties.

| <b>Your Legal Rights and Options in This Settlement:</b> |                                                                                                                                                                                                                       | <b>Deadlines</b>                                  |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| <b>Submit a Claim Form</b>                               | The only way to receive a payment.                                                                                                                                                                                    | Submitted/Postmarked by:<br><b>MONTH DD, 20YY</b> |
| <b>Exclude Yourself</b>                                  | You will not receive a payment. This is the only option that allows you to start, continue, or be part of any other lawsuit against Waste Connections Entities <sup>1</sup> concerning the legal claims in this case. | Postmarked by:<br><b>MONTH DD, 20YY</b>           |
| <b>Object</b>                                            | Write to the Court explaining why you object to the settlement.                                                                                                                                                       | Submitted/Postmarked by:<br><b>MONTH DD, 20YY</b> |
| <b>Attend a Hearing</b>                                  | A chance to speak in Court about the fairness of the settlement.                                                                                                                                                      | <b>MONTH DD, 20YY</b>                             |
| <b>Do Nothing</b>                                        | Receive no payment and give up your rights.                                                                                                                                                                           | <b>N/A</b>                                        |

**I. What is this notice about?**

This Notice of Settlement is being sent to notify you of a settlement of a class action lawsuit (“the Action”) filed in the United States District Court for the District of South Carolina, Greenville Division, entitled *Pinnacle Waste Services, LLC v. Waste Connections US, Inc., et al.*, No. 7:21-cv-02600-JDA (D.S.C.), alleging, among other things, that Waste Connections US, Inc., Waste Connections of South Carolina, Inc., Waste Connections of North Carolina, Inc., and Waste Connections Lone Star, Inc. (collectively, “Defendants”) as well as other subsidiaries and affiliates of Waste Connections, Inc. imposed rate increases and fuel surcharge fees on customers without contractual basis. The operative Complaint in the Action alleges claims for breach of contract, unjust enrichment, and breach of the duty of good faith and fair dealing. Defendants and all other subsidiaries and affiliates of Waste Connections, Inc. deny all allegations in the Action and any wrongdoing or liability.

On **[placeholder date]**, the Court preliminarily approved a settlement of the Action. The purpose of this Notice of Settlement is to inform you of the Action and the proposed Settlement.

**II. What is a class action lawsuit?**

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<sup>1</sup> “Waste Connections Entity” means any current, former, or future direct or indirect subsidiary, division, affiliate, or other related business entity of Waste Connections, Inc. including any and all predecessors and successors thereof.

A class action lawsuit is a legal action in which one or more people represent a large group, or class of people. The purpose of a class action lawsuit is to resolve at one time similar legal claims of the members of the group.

### **III. Who is in the Settlement Class?**

On [placeholder date], the Court certified the following Settlement Class:

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.

### **IV. What are the terms of the proposed Settlement and how do I receive a settlement payment?**

Defendants have agreed to pay One Million, Four-Hundred Thousand Dollars (USD) (\$1,400,000.00) to settle the Action and related attorneys' fees, costs, and expenses and any service award approved by the Court.

Any Settlement Class Member that wishes to submit a Claim must timely complete, sign, and submit a Claim Form. Claim Forms will be able to be completed and submitted on the Settlement Website at [placeholder]. Paper copies of Claim Forms can be downloaded from the Settlement Website and then submitted by mail to the Settlement Administrator at [placeholder]. The Claim Form must be postmarked or electronically submitted to the Settlement Website by [placeholder]. If you do not submit a complete and signed Claim Form by [placeholder], you will not receive any settlement payment, but you will still be bound by the release in the Settlement and the judgment dismissing the Action with prejudice.

If the Settlement is approved, your settlement payment (less applicable withholding and deductions) will be mailed to you at the address Defendants have on file or that is otherwise made known to the Settlement Administrator. The check will expire after ninety (90) days.

You may be subject to state and/or federal taxes on your settlement payments, including income taxes and payroll taxes, as well as other regular deductions. You are responsible for all taxes that may be due on your settlement payment, and you should consult with your own accountants or other tax professionals to determine what, if any, taxes may be owed.

#### **V. Why is there a proposed Settlement?**

The Court has not decided in favor of either side in the Action. Plaintiff and Class Counsel believe the claims have merit. Defendants deny all allegations of wrongdoing or liability against them whatsoever and further contend that their conduct was lawful. Defendants are settling to avoid the expense, inconvenience, and inherent risk of litigation with respect to the Action. Plaintiff and Class Counsel believe that the proposed settlement is in the best interest of the Settlement Class because it provides appropriate recovery for Settlement Class Members now, while avoiding the risk, expense, and delay of pursuing the case through trial and any appeals, including the possibility of no recovery at all.

#### **VI. When and where is the Final Approval Hearing?**

The Final Approval Hearing has been set for [placeholder] before the Honorable Jacquelyn D. Austin of the United States District Court for the District of South Carolina, in the Carroll A. Campbell, Jr. U.S. Courthouse, 250 East North Street Greenville, South Carolina 29601. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check ahead. At the Final Approval Hearing, the Court will hear any comments from the parties or objections timely submitted to the Court concerning the fairness of the proposed Settlement, including the amount requested for attorneys' fees, costs, and expenses and any service award to the Class Representative. At this hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also consider how much Class Counsel may receive in fees and reimbursement for their costs and expenses and how much the Class Representative may receive as a service award, all to be paid from the Settlement Amount. If there are objections or comments timely submitted to the Court, the Court will consider them at this time.

**You do not need to attend the Final Approval Hearing to remain a Settlement Class Member or to obtain any benefits under the proposed Settlement.** You or your own personal attorney may attend the hearing if you wish, at your own expense. You do not need to attend this hearing to have a properly submitted and served a written objection to be considered by the Court. After the hearing, the Court will decide whether to approve the Settlement.

#### **VII. How do I request to be excluded from the Settlement?**

If you would like to be excluded from the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator at the address below. Your Request for Exclusion must be postmarked no later than [placeholder]. Your Request for Exclusion must clearly state that you want to be excluded from the Settlement, for example by stating, "[Person or Entity Name] requests to be excluded from the class action Settlement," or by using similar clear and unambiguous language. Your Request for Exclusion must also include your printed name, current address, telephone number, email address (if any), the address where solid waste collection services were rendered during the Class Period by a Waste Connections Entity, and the actual written signature of your authorized representative. Requests for Exclusion may be submitted only on an individual basis.

To Settlement Administrator:

[Settlement Administrator address]

If you do not submit a timely and valid written Request for Exclusion, you will remain in the Settlement Class and will be bound by all subsequent proceedings, orders, and judgments in this Action, including the Release, the Final Approval Order, and the Final Judgment, even if you have litigation pending, or later initiate litigation, against any Released Party relating to the Released Claims.

### **VIII. How can I object to the Settlement?**

You can comment in opposition to the proposed Settlement, including the amount requested for attorneys' fees, costs, and expenses and any service award to the Class Representative, which is known as an objection, and you have the right to appear before the Court to express your opposition. Your written objection in opposition to the Settlement must be submitted in writing directly to the Court (with copies served concurrently on Class Counsel, Counsel for Defendants, and the Settlement Administrator) so that it is postmarked on or before [placeholder date] to the following address:

Clerk of the Court  
United States District Court  
District of South Carolina  
Carroll A. Campbell, Jr. U.S. Courthouse  
250 East North Street  
Greenville, South Carolina 29601  
RE: *Pinnacle Waste Services, LLC v. Waste Connections US, Inc., et al.*, No. 7:21-cv-02600-JDA

Copies to be served to the following addresses as well:

To Class Counsel:

Oscar M. Price  
Nicholas W. Armstrong  
PRICE ARMSTRONG, LLC  
1919 Cahaba Road  
Birmingham, AL 35223

[local counsel address]

To Counsel for Defendants:

Eric L. Klein  
Beveridge & Diamond PC  
155 Federal Street, Suite 1600  
Boston, MA 02110

H. Sam Mabry III  
Haynsworth Sinkler Boyd, P.A.

One North Main, 2nd Floor  
Greenville, SC 29601

To Settlement Administrator:  
[Settlement Administrator address]

Any Settlement Class Member may present 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. To be valid and considered by the Court, any such written objection must also state:

- (1) the Settlement Class Member's printed name, address, telephone number, and email address (if any);
- (2) 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;
- (3) any other supporting papers, materials, or briefs that the objecting Settlement Class Member wishes the Court to consider when reviewing the objection;
- (4) the actual written signature of the authorized representative of the Settlement Class Member making the objection; and
- (5) a statement whether the objecting Settlement Class Member and/or its counsel intend to appear at the Final Approval Hearing.

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.

If the 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.

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. If you make your objection or appearance at the Final Approval Hearing through an attorney, you will be responsible for your personal attorney's fees and costs.

If you do not object as described above, you will be deemed to have released the claims at issue against Defendants as explained below and will otherwise be bound by the proposed Settlement.

**IX. What happens if you do nothing?**

If you do nothing, you will not receive any money from this settlement. Unless you exclude yourself, you will give up your right to start a lawsuit, continue a lawsuit, or participate in any other lawsuit against the Released Parties (defined below) concerning the legal claims in this case.

**X. What is the effect of final settlement approval?**

IF THE COURT APPROVES THE PROPOSED SETTLEMENT AFTER THE FINAL APPROVAL HEARING, IT WILL ENTER A JUDGMENT DISMISSING THE LAWSUIT WITH PREJUDICE AND RELEASING ALL RELATED CLAIMS AGAINST DEFENDANTS BASED ON THE ALLEGATIONS IN THE LAWSUIT, AND THE PROPOSED SETTLEMENT WILL BE YOUR SOLE MECHANISM FOR OBTAINING ANY RELIEF FROM DEFENDANTS WITH RESPECT TO THESE CLAIMS.

Plaintiff and each Settlement Class Member and, to the extent acting or asserting rights in such capacity or on behalf of, or derived from the rights of, Plaintiff or a Settlement Class Member, each of their respective predecessors, successors, assigns, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, managers, partners, principals, agents, representatives, and employees, and any person or entity claiming by, through, or under any of them will release and forever discharge Defendants, Waste Connections, and each and every Waste Connections Entity, and each of their respective past, present, and future parents, subsidiaries, affiliates, divisions, predecessors, successors, and assigns, and all of their past, present, and future directors, officers, managers, members, employees, agents, servants, representatives, attorneys, accountants, advisors, consultants, insurers and reinsurers, shareholders, investors, owners, trustees, principals, fiduciaries, general and limited partners, joint ventures, administrators, and contractors, subcontractors, vendors, and other service providers (including sub-vendors) (collectively, the “Released Parties”) of: any and all claims, causes of action, demands, debts, suits, liabilities, obligations, damages, entitlements, losses, judgments, costs, expenses, actions, rights, and remedies of any kind, nature and description, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, liquidated or unliquidated, fixed or contingent at law or in equity, that Plaintiff or any Settlement Class Member (including each of their respective successors, heirs, estates, beneficiaries, executors, administrators, assigns, representatives, agents, attorneys, trustees, guardians, conservators, affiliates, and anyone claiming by, through, or on behalf of any of them) ever had, now has, or may have against any Released Party during the Class Period, arising out of, based upon, relating to, or in any way connected with:

- (i) the pricing of and any fees and charges imposed by any Waste Connections Entity to any Settlement Class Member as well as any adjustments thereto;
- (ii) any pricing, rate adjustments, fees, surcharges, fuel or environmental charges, administrative charges, or any other amounts billed, charged, assessed, collected, or paid by any Settlement Class Member to any Waste Connections Entity;
- (iii) any alleged misrepresentation, omission, concealment, or other communications or disclosures concerning or related to any such pricing, charges, or any other amounts billed, charged, assessed, collected, or paid; and/or

- (iv) the facts, transactions, events, practices, and conduct alleged in, that were or could have been alleged in, or that relate to the claims or defenses asserted in the Action, including without limitation any claims that were or could have been asserted in the Action under any federal, state, or local statute, regulation, ordinance, or common law, and under any legal or equitable theory.

Notwithstanding the foregoing, “Released Claims” do not include (i) claims for personal injury, wrongful death, or property damage (including subrogation for the same); (ii) any claim to enforce this Settlement Agreement; and (iii) claims based solely on conduct occurring after the Effective Date.

If the proposed Settlement is not approved, the case will proceed as if no settlement had occurred. There can be no assurance that if the Settlement is not approved and the case resumes that persons or entities in the Settlement Class will recover more than what is provided for under the Settlement or will recover anything at all.

#### **XI. Who represents the Settlement Class?**

The Court appointed the following lawyers (“Class Counsel”) as counsel for the Settlement Class:

|                                                                                                                                                                    |                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Oscar M. Price<br>Nicholas W. Armstrong<br>PRICE ARMSTRONG, LLC<br>1919 Cahaba Road<br>Birmingham, AL 35223<br>oscar@pricearmstrong.com<br>nick@pricearmstrong.com | [Local counsel] |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|

From the beginning of the case to the present, Class Counsel has not received any payment for their services in pursuing this case or in obtaining this proposed Settlement, nor have they been reimbursed for any out-of-pocket costs they have incurred. Class Counsel will apply to the Court for an award of attorneys’ fees in an amount of up to \$466,666.00, for reimbursement of costs and expenses incurred in the action of up to \$75,000.00, and for a service award to the Plaintiff in an amount of up to \$35,000.00. If the Court approves Class Counsel’s motion for attorneys’ fees, costs, and expenses and a service award for the Plaintiff, Class Counsel and the Plaintiff will be paid from the Settlement Fund. Settlement Class Members will not have to pay anything directly toward the attorneys’ fees, costs, or expenses of Class Counsel. You do not need to hire your own lawyer because Class Counsel is working on your behalf and will seek final approval of the Settlement on behalf of the Settlement Class Members. You may hire your own lawyer to represent you in this case if you wish, but it will be at your own expense.

#### **XII. Where can I get more information about the Action and the proposed Settlement?**

This notice provides only a summary of the matters relating to the Settlement. More detailed information is provided in the Settlement Agreement and on the Settlement Website. To see the complete case file, including the Settlement Agreement and all other documents filed in the Action, you may examine the court file at the office of the Clerk of the Court in the Carroll A. Campbell, Jr. U.S. Courthouse, 250 East North Street, Greenville, South Carolina 29601.

**PLEASE DO NOT CONTACT THE COURT (INCLUDING THE CLERK OF THE COURT OR THE JUDGE) OR DEFENDANTS WITH QUESTIONS ABOUT THE SETTLEMENT OR THE ACTION.**

Dated: \_\_\_\_\_

BY ORDER OF THE UNITED STATES DISTRICT COURT

UNITED STATES DISTRICT COURT  
DISTRICT OF SOUTH CAROLINA  
GREENVILLE DIVISION

PINNACLE WASTE SERVICES, LLC, et al.,

Plaintiffs,

v.

WASTE CONNECTIONS US, INC. et al.,

Defendants.

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

**[PROPOSED] ORDER PRELIMINARILY APPROVING  
SETTLEMENT CLASS AND PROVIDING FOR NOTICE<sup>1</sup>**

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 only, the

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<sup>1</sup> All capitalized words within this Order shall have the same meaning as defined in the Settlement Agreement.

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 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., Inc. v. Am. Int’l Grp., Inc.*, 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 is 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 an authorized representative of the Settlement Class Member.

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 \_\_\_\_\_, 2026 [7 calendar days before the Final Approval Hearing].

**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 de-certification 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

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PRELIMINARY APPROVAL ORDER

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 \_\_\_\_\_, 2026 [no later than 7 calendar days before the Final Approval Hearing].

#### **Final Approval Hearing**

46. The Court will hold a Final Approval Hearing pursuant to Fed. R. Civ. P. 23(e) in Courtroom \_\_\_ of the United States District Court for the District of South Carolina, Greenville Division, 250 East North Street, Greenville, South Carolina 29601 at a date and time, which shall occur no earlier than ninety (90) days after the Notice Date, 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 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.**

Dated: \_\_\_\_\_ XX, 2026

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Jacquelyn D. Austin  
United States District Court Judge

**Pinnacle Shortform Notice (via Postcard)**

**Front of Postcard**

Epiq Class Action & Claims Solutions, Inc.,  
Pinnacle Settlement Administrator  
[Insert Address]

**If you are a current or former customer of a Waste Connections Entity, you may be entitled to benefits from a class action settlement.**

A settlement has been proposed in a class action filed in the United States District Court for the District of South Carolina, Greenville Division, entitled *Pinnacle Waste Services, LLC v. Waste Connections US, Inc., et al.*, No. 7:21-02600-JDA (“the Action”) against Waste Connections US, Inc., Waste Connections of South Carolina, Inc., Waste Connections of North Carolina, Inc., and Waste Connections Lone Star, Inc. (collectively, “Defendants”). This case concerns allegations that Defendants imposed rate increases and fuel surcharges without contractual basis. Defendants deny all allegations in the Action and any wrongdoing or liability.

**Back of Postcard**

**Who’s in the Settlement?** You are receiving this notice as records indicate you may be a class member. The Settlement Class is defined as:

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. A list of persons or entities excluded from the Settlement Class can be found at [insert website].

**What does the Settlement Provide?** Each Settlement Class Member who submits a timely and valid Claim during the Claim Period is eligible to receive a payment from the Settlement Fund via check.

**What are Your Options?**

**File Claim Form by Month DD, 20YY.** If you do not opt out and are a Settlement Class Member, you must fill out and submit a Claim Form to receive a benefit. You can file your claim online at [insert website link]. You can also download a paper Claim Form from the Settlement Website and mail it to the Settlement Administrator at [placeholder]. The Claim Form must be postmarked or electronically submitted to the Settlement Website by [placeholder].

**Opt-Out or Object by Month DD, 20YY.** If you would like to keep your right to sue, you must exclude yourself. If you exclude yourself, you will not recover anything from this Settlement. If you do not exclude yourself, you may object to the Settlement. The Settlement Website explains how to opt-out or object.

**Attend the Final Approval Hearing on Month DD, 20YY at [insert time].** The Court will hold a Final Approval Hearing to consider whether the Settlement is fair, adequate, and reasonable and whether it should be finally approved. If there are any objections, the Court will consider them at that time. If approved, the Settlement will be binding on all Settlement Class Members. The Court will also consider Class Counsel's motion for attorneys' fees, costs, and expenses and a service award. You may appear at the hearing, but you are not required to attend. You may also hire your own attorney, at your own expense, to appear or speak for you at the hearing. The date and time of the hearing may be changed by the Court.

**Do Nothing.** If you do nothing, you will give up your legal rights to sue the Released Parties about the Released Claims in this lawsuit and will be bound by the Settlement, any judgment, and orders. You will not receive a payment.

This notice summarizes the proposed Settlement. More information on the lawsuit and your rights are available at [insert website] or by calling toll-free [insert phone number].

**PINNACLE CLASS ACTION SETTLEMENT**

**[INSERT ADDRESS]**

**Telephone: [PLACEHOLDER]**

**Email: [PLACEHOLDER]**

**Settlement website: [PLACEHOLDER]**

«MailDate»

**NOTICE OF DEFICIENCY**

INSERT ADDRESS

**Re: Pinnacle Class Action Settlement**

Dear **[Name]**:

We write regarding your Claim in the above-referenced class action Settlement. After careful review of your Claim Form, we have determined that your Claim is deficient for the following reason(s):

- INSERT REASON(S)

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We cannot approve your Claim until all deficiencies are cured. Please cure every deficiency noted above **in writing and postmark it to us to the physical address above within thirty (30) days of the date of this Notice**, including by providing any requested information and/or documentation.. **Failure to timely and fully cure the deficiency will result in the denial of your Claim.**

Sincerely,

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Pinnacle v. Waste Connections Settlement  
Administrator

**PINNACLE CLASS ACTION SETTLEMENT**

**[INSERT ADDRESS]**

**Telephone: [PLACEHOLDER]**

**Email: [PLACEHOLDER]**

**Settlement website: [PLACEHOLDER]**

«MailDate»

**NOTICE OF DENIAL OF CLAIM**

INSERT ADDRESS

**Re: Pinnacle Class Action Settlement**

Dear **[Name]**:

We are the Court-appointed Settlement Administrator for the above-referenced class action settlement. After careful review of your Claim Form and any supporting materials you provided, we have denied your Claim for the following reason(s):

- INSERT REASON(S)

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[You were also notified of these reason(s) on **[DATE]** (“Notice of Deficiency”) and did not cure these deficiencies within 30 days of the Notice of Deficiency.] Because your Claim was denied, you will not receive benefits under the Settlement. If you believe your Claim was denied in error, however, you may contact us by sending a letter to the physical address listed above with specific reason(s) for why you believe the decision was incorrect.

Sincerely,

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Pinnacle v. Waste Connections Settlement  
Administrator



Eric L Klein  
155 Federal Street, Suite 1600  
Boston, MA 02110  
+1.617.419.2316  
EKlein@bdlaw.com

[MONTH, DAY], 2026

**VIA UPS or USPS Priority Mail**

Re: Notice under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715;  
*Pinnacle Waste Services, LLC v. Waste Connections US, Inc., et al.*, No. 7:21-cv-02600-  
JDA (D.S.C.)

Dear Sir or Madam:

Pursuant to the Class Action Fairness Act 2005, 28 U.S.C. § 1715 (“CAFA”), I am writing on behalf of Defendants Waste Connections US, Inc., Waste Connections of South Carolina, Inc., Waste Connections of North Carolina, Inc., and Waste Connections Lone Star, Inc. in the above-referenced matter, to provide your office with notice of a proposed class action settlement. Please take notice of the following information.

Plaintiff Pinnacle Waste Services, LLC and Defendants in the above-captioned matter filed a motion with the United States District Court for the District of South Carolina on June 8, 2026, requesting preliminary approval of the parties’ proposed Settlement Agreement. As part of this notice, please find copies of the following documents associated with this matter on the enclosed CD:

1. The original Complaint, the Amended Complaint, and the Second Amended Complaint, which constitute all complaints filed in the matter;
2. The motion for the preliminary approval of the settlement and all of its supporting documents, which include the proposed Settlement Agreement and the proposed Notice of Settlement to be distributed to the Settlement Class; and
3. At this time, it is not feasible to provide a list of the Settlement Class Members who reside in each state and the estimated proportionate share of the Claims of such members to the entire Settlement. However, enclosed is a chart showing the approximate number of Settlement Class Members who reside in each state and the estimated proportionate share of the Claims of such members to the entire Settlement.

[Click here to enter a date.](#)

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There are no contemporaneous agreements between Class Counsel and Counsel for Defendants in conjunction with the proposed Settlement Agreement other than the enclosed Settlement Agreement. At this time, there has been no final judgment or notice of dismissal, and there are no written judicial opinions relating to the matters detailed in this notice. The Court has not yet scheduled the Final Approval Hearing.

If you have questions about this notice, the Settlement Agreement, or the enclosed materials, or if you did not receive any of the above-listed materials, please contact this office.

Very truly yours,

BEVERIDGE & DIAMOND, P.C.

Eric L. Klein