

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”), dated as of January 31, 2025, is entered into by and between Recology Inc. (“Recology” or “Defendant”) and Pilar Castillo (collectively referred to herein as “Plaintiff”), individually and on behalf of the Settlement Class, in the case of *Pilar Castillo v. Recology Inc.*, Case No. CGC-24-617356 pending in the San Francisco County Superior Court. Recology and Plaintiff are each referred to as a “Party” and are collectively referred to herein as the “Parties.”

I. FACTUAL BACKGROUND AND RECITALS

1. On or around November 2, 2023, Recology learned that it was the victim of a data breach incident in which unauthorized third parties may have gained access to certain files containing the personal information of certain individuals with a current or former connection to Recology or its affiliated companies (the “Incident”). When Recology detected the Incident, it took action to contain it and remediate any issues related to the Incident.

2. On August 19, 2024 Plaintiff filed a putative class action lawsuit against Recology regarding the Incident. Since that time, the Parties’ Counsel have investigated the claims, engaged in informal discovery, attended a private mediation, and worked to resolve this matter on the best terms as soon as possible.

3. More specifically, the Parties’ Counsel are experienced litigators in consumer protection, data privacy, and data breach litigation. The Parties exchanged confidential information related to the Incident that allowed the Parties to assess all aspects of the case and meaningfully engage in arms-length settlement negotiations. Recology provided and directed Plaintiff to information regarding the approximate total number of individuals impacted by the Incident. These discussions eventually led to private mediation.

4. On January 31, 2025, the Parties conducted an all-day mediation with neutral Jill Sperber of Judicate West in an effort to reach a settlement agreement. The Parties arrived at the terms of this Agreement at mediation.

5. Plaintiff and Class Counsel conducted a comprehensive examination of the law and facts relating to the allegations in the Action and Recology’s potential defenses. Plaintiff believes that the claims asserted in the Action have merit, that they would have ultimately succeeded in obtaining adversarial certification of the proposed Settlement Class, and that they would have prevailed on the merits at summary judgment or trial.

6. However, Plaintiff and Class Counsel recognize that Recology has raised factual and legal defenses in the Action that presented a significant risk that Plaintiff may not prevail and/or that a class might not be certified for trial. Class Counsel have also taken into account the uncertain outcome and risks of any litigation, especially in complex actions, as well as difficulty and delay inherent in such litigation.

7. Plaintiff and Class Counsel believe that this Agreement presents an exceptional result for the Settlement Class, and one that will be provided to the Settlement Class without delay. Plaintiff and Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and based on good faith negotiations, and in the best interests of Plaintiff and the Settlement Class. Therefore, Plaintiff believes that it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice, and forever barred pursuant to the terms and conditions set forth in the Settlement Agreement.

8. Recology denies the material allegations in the Action, as well as any and all allegations of negligence, fault, wrongdoing, or liability, and believes that it would have prevailed on the merits and that a class would not be certified for trial. Nevertheless, Recology has similarly concluded that this settlement is desirable to avoid the time, risk, and expense of defending protracted litigation, and to avoid the risk posed

by the Settlement Class's claims. Recology thus desires to resolve finally and completely the pending and potential claims of Plaintiff and the Settlement Class.

9. NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff, the Settlement Class, and Defendant that, subject to the approval of the Court after a hearing as provided for in this Settlement Agreement, and in consideration of the benefits flowing to the Parties from the Settlement set forth herein, the Released Claims shall be fully and finally compromised, settled, and released, and the Action shall be dismissed with prejudice or that judgment be entered in accordance with the settlement terms, upon and subject to the terms and conditions set forth in this Settlement Agreement.

II. DEFINITIONS

In addition to any definitions set forth elsewhere in this Settlement Agreement, the following terms shall have the meanings set forth below:

10. **"Action"** means the case captioned *Castillo v. Recology Inc.* Case No. CGC-24-617356 pending in the San Francisco County Superior Court.

11. **"Agreement"** or **"Settlement Agreement"** or **"Settlement"** means this Settlement Agreement and Release and the attached Exhibits.

12. **"Approved Claim(s)"** means a Claim Form submitted by a Settlement Class member that (a) is timely and is submitted in accordance with the directions on the Claim Form and the terms of this Agreement, (b) is fully completed and physically or electronically signed by the Settlement Class Member, and (c) satisfies the conditions of eligibility for a Settlement Payment as set forth in this Agreement and approved by the Settlement Administrator.

13. **"Claimant"** means a Settlement Class Member who has submitted a Claim Form.

14. **"Claims Deadline"** means the date by which all Claim Forms must be postmarked or submitted on the Settlement Website to be considered timely and shall be set as a date no later than fifteen (15 days) prior to the Final Approval Hearing, subject to Court approval. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

15. **"Claim Form"** means the form that Settlement Class Members may submit to obtain compensation under this Settlement Agreement in substantially the form as shown in **Exhibit 1**.

16. **"Class Counsel"** means attorneys Scott Edward Cole and Laura Van Note of Cole & Van Note.

17. **"Class Representative"** or **"Plaintiff"** means the named Plaintiff in the Action, Pilar Castillo.

18. **"Court"** means the San Francisco County Superior Court, and any Judge assigned to the Action.

19. **"Cy Pres Recipient"** means Privacy Rights Clearinghouse, a 501(c)(3) nonprofit organization.

20. **"Defendant"** means Recology Inc.

21. **"Defendant's Counsel"** or **"Recology's Counsel"** means attorneys Alexander Altman of Polsinelli LLP and Mark Olthoff of Polsinelli PC.

22. **"Effective Date"** means one business day following the later of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order; (ii) if there is an appeal or appeals,

other than an appeal or appeals solely with respect to the Fee Award or Service Award, the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order. If there are no timely objectors, the Effective Date is one day after the Final Approval Order is entered by the Court.

23. **“Escrow Account”** means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to Class Counsel and Defendant at a depository institution insured by the Federal Deposit Insurance Corporation. The money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (a) demand deposit accounts and/or (b) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. Any interest earned on the Escrow Account shall inure to the benefit of the Settlement Class as part of the Settlement Payment, if practicable. The Settlement Administrator shall be responsible for all tax filings with respect to the Escrow Account.

24. **“Fee Award”** means the amount of attorneys’ fees awarded to Class Counsel by the Court to be paid out of the Settlement Fund.

25. **“Litigation Costs”** means the amount of litigation costs awarded to Class Counsel by the Court to be paid out of the Settlement Fund.

26. **“Final Approval Hearing”** means the hearing before the Court where Plaintiff will request that the Final Approval Order be entered by the Court finally approving the Settlement as fair, reasonable, adequate, and approving the Fee Award, awarding Litigation Costs, and the Service Awards to the Class Representatives.

27. **“Net Settlement Fund”** means the non-reversionary cash fund made by Defendant of Seven Hundred Thousand Dollars (\$700,000.00) referenced in the Settlement Fund, less any Fee Award, Litigation Costs, Service Award to the Class Representative, and Settlement Administration Expenses. The Settlement Administrator must use the funds available in the Net Settlement Fund (after payment of Notice and Administrative Expenses, Taxes and Tax-Related Expenses, the Fee Award and Expenses, and Service Awards) to make payments for Approved Claims in this order: Documented Losses (Cash Payment A claims), followed by *pro rata* claims (Cash Payment B claims).

28. **“Notice”** means the notice of the proposed Settlement and Final Approval Hearing substantially in the forms attached hereto as **Exhibit 2** (postcard notice) and **Exhibit 3** (website notice), which is to be disseminated to the Settlement Class substantially in the manner set forth in this Settlement Agreement. The Parties agree the Notice fulfills the requirements of Due Process and Cal. Code Civ. Proc. § 382.

29. **“Notice Date”** means the date by which the Notice is disseminated to the Settlement Class and shall be a date no later than 30 days following the Court’s Preliminary Approval Order.

30. **“Notice Plan”** means the plan for disseminating the Notice set forth in Paragraph 49.

31. **“Objection/Exclusion Deadline”** means the date by which a written objection to the Settlement Agreement by a Class Member must be filed with the Court or a request for exclusion submitted by a person within the Settlement Class must be postmarked or received by the Settlement Administrator, which shall be designated as a date thirty (30) days before the Final Approval Hearing set by the Court. The Objection/Exclusion Deadline will be set forth in the Notice and on the Settlement Website.

32. **“Preliminary Approval Order”** means the Court’s order preliminarily approving the Agreement, certifying the Settlement Class for settlement purposes, and approving the form and manner of the Notice.

33. **“Released Claims”** shall have the meaning ascribed to it as set forth in Paragraph 46 of this Settlement Agreement.

34. **“Released Parties”** means Recology, and its subsidiaries, affiliates, divisions, predecessors and successors, and each of their respective past and present officers, directors, stockholders, partners, members, employees, executors, predecessors, successors, owners, attorneys, insurers, reinsurers, agents, and assigns.

35. **“Releasing Parties”** means Plaintiff and each Settlement Class Member and their respective present or past heirs, executors, estates, administrators, assigns and agents.

36. **“Service Award”** means the award approved by the Court for the Class Representative.

37. **“Settlement Administration Expenses”** means the expenses reasonably incurred by the Settlement Administrator in or relating to administering the Settlement, providing Notice, creating and maintaining the Settlement Website, receiving and processing Claim Forms, dispersing Settlement Payments, related tax expenses, fees of the escrow agent, and other such related expenses, with all such expenses to be paid from the Settlement Fund, as approved by the Court.

38. **“Settlement Administrator”** means the third-party settlement administrator agreed upon by the Parties, subject to approval of the Court, which will provide the Notice, create and maintain the Settlement Website, receive and process Claim Forms, transmit Settlement Payments on Approved Claims, be responsible for tax reporting, and perform such other settlement administration matters set forth herein or contemplated by the Settlement.

39. **“Settlement Class Member(s)”** shall mean each and every member of the Settlement Class, as defined in Paragraph 41 of this Settlement Agreement, who does not timely elect to be excluded from the Settlement Class.

40. **“Settlement Fund”** means the following: the non-reversionary cash fund that shall be established by Defendant in the amount of Seven Hundred Thousand Dollars (\$700,000.00) Within ten (10) days of the entry of the Preliminary Approval Order, Defendant or any other party on behalf of Defendant shall deposit \$200,000 (Two Hundred Thousand Dollars) into the Escrow Account for the purpose of preliminary funding Settlement and its Administration, including the funding of Notice related costs. Within twenty-one (21) days of the Effective Date, Defendant or any other party on behalf of Defendant shall deposit \$500,000 (Five Hundred Thousand Dollars) into the Escrow Account for the purpose of completing the funding of the Settlement and its Administration. The Settlement Fund shall be kept in the Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the above-listed payments are made. In no event shall any amount paid by Defendant into the Escrow Account, or any interest earned thereon, revert to Defendant or any other Released Party, except if the Effective Date does not occur or Defendant exercises its right to terminate this Settlement as set forth in this Agreement.

41. **“Settlement Website”** means the website to be created, launched, and maintained by the Settlement Administrator, which will provide access to relevant settlement administration documents, including the Notice, relevant court filings, and the ability to submit Claim Forms online. The Settlement Website shall be live and active by the Notice Date, and the URL of the Settlement Website shall be agreed upon by the Parties.

III. SETTLEMENT CLASS CERTIFICATION

41. For purposes of the Settlement only, the Parties stipulate and agree that: (1) the Settlement Class shall be certified in accordance with the definition contained in Paragraph 41, below; (2) Plaintiff shall represent the Settlement Class for settlement purposes as the Class Representatives; and (3) Plaintiff's Counsel shall be appointed as Class Counsel.

Recology does not consent to certification of the Settlement Class for any purpose other than to effectuate the Settlement. If the Court does not enter Final Approval of the Settlement, or if for any other reason final approval of the Settlement does not occur, is successfully objected to, or challenged on appeal, any certification of any Class will be deemed vacated and the Parties will be returned to their positions with respect to the Action as if this Settlement Agreement had not been entered into. In the event that Final Approval of the Settlement is not achieved: (1) any Court orders preliminarily or finally approving the certification of any class contemplated by this Settlement Agreement shall be deemed null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (2) the fact of the settlement reflected in this Settlement Agreement, that Recology did not oppose the certification of a class under this Settlement Agreement, or that the Court preliminarily approved the certification of a Class, shall not be used or cited thereafter by any person or entity, in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class.

Subject to Court approval, the Settlement Class consisting of the following subclasses shall be certified for settlement purposes: **"All individuals who received notice from Recology or its authorized representative, either by mailed notice or substitute notice, that their PHI or PII was potentially exposed to unauthorized third parties as a result of the November 2, 2023 cybersecurity incident affecting Recology or any of its affiliates."** Recology has confirmed that the number of Class Members notified of the Incident is 37,554 individuals.

Excluded from the Settlement Class are Recology's officers, directors, and employees (excepting those officers, directors, and employees whose PHI or PII was affected by the Incident); any entity in which Recology has a controlling interest; and the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Recology. Excluded also from the Settlement Class are members of the judiciary to whom this case is assigned, their families and members of their staff. Also excluded from the Settlement Class are non-natural persons.

IV. SETTLEMENT BENEFITS TO CLASS

42. Settlement Payments to Settlement Class Members

a. Recology will agree to make the following compensation available to Settlement Class Members who submit an Approved Claim. Each Settlement Class Member shall be entitled to submit no more than one Claim for compensation as described below. Claims based on attestation may be made using a check-box on an online form or mailed form if requested.

b. Cash Compensation: From the Net Settlement Fund and upon submission of an Approved Claim, Recology will provide:

- i. Cash Payment A: Settlement Class Members may submit a claim for a Cash Payment under this section for up to \$2,000.00 per Settlement Class Member upon presentment of documented losses related to the Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documented losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses. Settlement Class Members shall

not be reimbursed for expenses if they have been reimbursed for the same expenses by another source. If a Settlement Class Member does not submit reasonable documentation supporting a loss (as determined by the Settlement Administrator), or if their Claim is rejected by the Settlement Administrator for any other reason, and the Settlement Class Member fails to timely cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be treated as if he or she elected Cash Payment B);

- ii. As an alternative to Cash Payment A above, a Settlement Class Member may elect to receive Cash Payment B, which is a flat cash payment determined after payment of all valid Claims for Cash Payment A and all other deductions from the Net Settlement Fund (attorney's fees, service award, and settlement administration costs), and subject to *pro rata* adjustment based upon total the number of valid Claim submissions.
- iii. Settlement Class cash payments will be subject to a *pro rata* increase in the event the amount of Approved Claims is insufficient to exhaust the entire Net Settlement Fund. Similarly, in the event the amount of Approved Claims exhausts the amount of the Net Settlement Fund, the amount of the cash payments will be reduced *pro rata* accordingly. Any *pro rata* increases or decreases to cash payments will be on an equal percentage basis.

43. **Disposition of Residual Amounts:** If, despite the best efforts of the Settlement Administrator, a residual amount remains after distribution, all remaining balance shall be paid to the *Cy Pres* Recipient to ensure no funds revert to Recology.

44. **Prospective Relief:** Recology represents that it has taken and will continue to take measures to improve the security of the Recology environment impacted by the Incident.

45. All Settlement Class members who fail to timely submit a claim for any benefits hereunder within the time frames set forth within, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payment or benefits pursuant to the Settlement set forth within, but will in all other respects be subject to and bound by the provisions of the Settlement Agreement, the releases contained herein, and the Final Judgment.

V. RELEASE

46. **Release:** Upon the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties, and each of them, shall be deemed to have released, and by operation of the Final Approval Order shall have, **fully, finally, and forever** released, acquitted, relinquished and completely discharged the Released Parties from any and all Released Claims—defined as follows: Any and all claims, demands, actions, and causes of action that each and every Settlement Class Member has, had, or may ever have, known or unknown, suspected or unsuspected, fixed or contingent, accrued or unaccrued, arising out of or in any way related to the Incident, including all claims or causes of action stemming from statutory, contractual, equitable, or common law rights under which the Settlement Class Members could seek to recover for any impact of the Incident based on the allegations in the operative complaint, and all claims or causes of action that were or could have been brought in the Action based on the same factual predicate, whether or not those claims, demands, actions, or causes of action have been pleaded or otherwise asserted, including any and all damages, losses, or consequences thereof. Upon the Effective Date, Plaintiff shall be deemed to have, and by operation of the Settlement shall have, waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code (to the extent it is applicable, or any other similar provision under federal, state or local law to the extent any such provision is applicable), which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO 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.

After the execution of this Settlement Agreement, or after the Effective Date, the Releasing Parties, and any of them, may discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims. However, upon the Effective Date, Plaintiff expressly shall have, and each Settlement Class Member shall be deemed to have, fully, finally, and forever settled and released any and all Released Claims. The Releasing Persons expressly accept such risks and agree that the Settlement Agreement is and will remain effective, notwithstanding such risks, if they materialize. Settlement Class Members other than Plaintiff shall only be deemed to have released those claims asserted in the Complaint or the Action or which could have been asserted in the Complaint or the Action.

VI. ADMINISTRATION OF THE SETTLEMENT AND CLASS NOTICE

47. **Notice to the Settlement Class:** The Settlement Administrator shall provide notice to the Settlement Class Members and administer the Settlement under the Parties' supervision and subject to the exclusive jurisdiction of the Court.

48. In connection with a motion seeking a Preliminary Approval Order, Class Counsel shall present the Notice Plan to the Court for approval, which shall advise the Settlement Class Members of their rights under the Settlement, including the right to be excluded from or object to this Settlement Agreement or its terms. In accordance with Paragraph 54 below, the Notice shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing, only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the person making an objection shall file notice of his or her intention to do so and at the same time (a) files copies of such papers he or she proposes to submit at the Final Approval Hearing with the Clerk of the Court, (b) files copies of such papers through the Court's electronic filing system if the objection is from a Settlement Class Member represented by counsel, who must also file an appearance, and (c) sends copies of such papers via e-mail, U.S. mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel. Any combined or group exclusions or objections shall be deemed invalid.

49. Dissemination of the Notice shall be accomplished by the Settlement Administrator and shall comply with the following:

a. *Class Member Information:* Recology warrants that it has the mailing addresses for the Settlement Class Members that were used to mail notice of the Incident prior to the Action (to the extent notice was mailed).

b. *Settlement Website:* Prior to the dissemination of the Notice, the Parties agree to direct the Settlement Administrator to create a Settlement Website dedicated to providing information related to the Action and this Settlement. This Settlement Website will include information in substantially the form of **Exhibit 3**, access to relevant publicly available court documents relating to the Action and provide Settlement Class Members with the ability to make Claims for a cash benefit, and allow Settlement Claims Members to submit documents to supplement or cure deficient Claims.

c. *Settlement Toll Free Number:* The Settlement Administrator shall establish and maintain a toll-free telephone number with information relevant to this Settlement.

d. **Direct Notice:** The Settlement Administrator shall send a postcard in substantially the form of **Exhibit 2** directly by mail to the Settlement Class Members for whom Recology has mailing addresses no later than 30 days following entry of the Preliminary Approval Order. Recology will provide contact information for the Settlement Class to the Administrator within 10 days of the Court issuing the Preliminary Approval Order.

The administration of the Settlement is defined as the mailing of the **Exhibit 2** postcard; creation and maintenance of Settlement Website; creation and maintenance of a toll free number; day-to-day administration of the Settlement, including maintaining records, processing Claim Forms and determining their validity, and responding to Settlement Class member inquiries; delivery to the Parties of any requests for opt-outs or objections; communications to the Parties about any issues that may arise; and the preparation of an Affidavit of Fairness of the Notice Plan to be submitted to the Court with the Motion for Final Approval.

50. **Maintenance of Records:** The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide weekly reports to Class Counsel and Defendant's Counsel with information concerning the Notice, the number of Claim Forms submitted, the number of Approved Claims, any requests for exclusion, and the administration and implementation of the Settlement. The Settlement Administrator shall make available for inspection by Defendant's Counsel all of the Approved Claim Forms received by the Settlement Administrator at any time upon reasonable notice. The Settlement Administrator shall confirm whether any individual(s) submitted an Approved Claim Form upon request by Class Counsel. The Settlement Administrator shall make available for inspection by Class Counsel and Defendant's Counsel the Claim Forms for denied Claimants received by the Settlement Administrator at any time upon reasonable notice. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a post-distribution accounting of all amounts from the Settlement Fund paid to Settlement Class Members, the number and value of checks not cashed, the number and value of electronic payments unprocessed, and the amount distributed to any *cy pres* recipient.

51. **Processing Claim Forms:** The Settlement Administrator shall administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse, fraud, and plausibility and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator shall determine whether a Claim Form submitted by a Settlement Class Member is an Approved Claim and shall reject Claim Forms that fail to (a) comply with the instructions on the Claim Form or the terms of this Agreement, or (b) provide full and complete information as requested on the Claim Form. In the event a person submits a timely Claim Form by the Claims Deadline, but the Claim Form is not otherwise complete, then the Settlement Administrator shall give such person reasonable opportunity to provide any requested missing information, which information must be received by the Settlement Administrator no later than twenty-eight (28) calendar days after the Claims Deadline. The Settlement Administrator shall promptly notify the Claimant, via the email address provided by the Claimant, of any Claim Forms rejected in whole or in part and provide its reasons. In the event the Settlement Administrator does not receive such information within twenty-eight (28) calendar days after the Claims Deadline, then any such claim shall be denied in whole or in part. The Settlement Administrator may contact any person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form. Any Claimant may dispute the Settlement Administrator's determination regarding their Claim Form. The Settlement Administrator shall advise the Parties of any such disputes and provide enough information to the Parties so they can provide their position on the dispute, if they so choose. The Settlement Administrator will have the final determination as to the validity of any Claim Form submitted.

52. **Timing of Settlement Payments:** The Settlement Administrator shall make Settlement Payments contemplated in this Settlement Agreement to all Settlement Class Members, who, if necessary, have completed required tax forms, within forty-five (45) days after the Effective Date.

53. **Tax Reporting:** The Settlement Administrator shall be responsible for all tax filings related to the Escrow Account and making any required “information returns” as that term is used in 26 U.S.C. § 1 *et seq.* Neither Class Counsel nor Defendant make any representations regarding the tax treatment of the Settlement Fund nor is Defendant responsible for the tax treatment to the Settlement Payments received by any Settlement Class Member.

54. **Right to Object:** Any person in the Settlement Class who intends to object to this Settlement Agreement must present the objection in writing, which must be personally signed by the objector and must include: (a) the objector’s full name and current address, (b) a statement that he or she believes himself or herself to be a member of the Settlement Class, (c) whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class, (d) the specific grounds for the objection, (e) all documents or writing that the objector desires the Court to consider, (f) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection, and (g) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek *pro hac vice* admission).

In addition, for any objection made with the assistance of any attorney, law firm staff, or other person who may profit from the pursuit of the objection to be valid, the objection must include the following: (a) a written statement of any legal support for such objection, (b) copies of any papers, briefs, or other documents upon which the objection is based that the objector wishes the judge to consider when reviewing the objection, (c) a list of all persons who will be called to testify in support of the objection, if any and (d) a detailed list of any other objections and any orders pertaining to the prior objections, the objector, or his or her counsel or other person who may profit from the pursuit of the objection submitted in any action in the previous five (5) years. If the Class Member or his or her counsel or other person who may profit from the pursuit of the objection has not objected to any other class action Settlement in the previous five (5) years, he or she shall affirmatively state so in the written materials provided in connection with the objection to this Settlement.

Any person in the Settlement Class who fails to timely file a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Paragraph and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, shall be foreclosed from seeking any review of this Settlement Agreement or the Final Approval Order by appeal or other means, and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action in any other action or proceeding. In order to be considered timely, objections must be actually filed with the Court by the deadline stated in the Notice. No joint, collective, or combined objections shall be deemed valid.

55. **Right to Request Exclusion.** Any person in the Settlement Class may submit a request for exclusion from the Settlement on or before the Objection/Exclusion Deadline. To be valid, any request for exclusion must (a) be in writing, (b) identify the case name *Pilar Castillo v. Recology Inc.*, Case No. CGC-24-617356, (c) state the full name and current address of the person in the Settlement Class seeking exclusion, (d) be signed by the person(s) seeking exclusion and (e) be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion Deadline. However, where a request for exclusion is missing information, the Settlement Administrator shall contact the person seeking exclusion and give them an opportunity to provide the missing information, which must be provided within twenty-eight (28) days of the Claims Deadline. Any person who timely elects to request exclusion from the Settlement Class shall not (a) be bound by any orders or the Final Approval

Order entered in the Action, (b) receive a Settlement Payment under this Settlement Agreement, (c) gain any rights by virtue of this Settlement Agreement, or (d) be entitled to object to any aspect of this Settlement Agreement or the Final Approval Order or Alternative Approval Order (as defined below). No person may request to be excluded from the Settlement Class through joint, collective, combined, “mass” or “class” opt-outs.

VII. PRELIMINARY APPROVAL AND FINAL APPROVAL

56. Plaintiff, through Class Counsel, shall submit this Settlement Agreement, together with its exhibits, to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Settlement Agreement, certification of the Settlement Class, appointment of Class Counsel and the Class Representative, and entry of the Preliminary Approval Order, which order shall seek a Final Approval Hearing date and approve the Notice and Claim Form for dissemination in accordance with the Notice Plan.

57. At the time of the submission of this Settlement Agreement to the Court as described above, the Parties shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the settlement of the Action as set forth herein.

58. At least sixteen court days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiff will move for (1) final approval of the Settlement, (2) final appointment of the Class Representatives and Class Counsel and (3) final certification of the Settlement Class, including for the entry of a Final Order and Judgment identical in all material respects to the proposed Final Order and Judgment, and file a memorandum in support of the motion for final approval.

VIII. TERMINATION OF THE SETTLEMENT AGREEMENT

59. Subject to Paragraphs 74-76 below, the Class Representative, on behalf of the Settlement Class, or Defendant, shall have the right to terminate this Agreement by providing written notice of the election to do so to Class Counsel or Defendant’s Counsel within ten (10) days of any of the following events: (i) the Court’s refusal to enter the Preliminary Approval Order approving of this Agreement in any material respect, (ii) the Court’s refusal to enter the Final Approval Order in this Action in any material respect, (iii) the Court’s refusal to enter a final judgment in this Action in any material respect, (iv) the date upon which the Final Approval Order is modified or reversed in any material respect by the Court of Appeals or the Supreme Court or (v) the date upon which an Alternative Approval Order is modified or reversed in any material respect by the Court of Appeals or the Supreme Court. The Party who elects to terminate this Agreement shall be exclusively responsible for payment of the Settlement Administrator’s costs/fees incurred up to the point of termination. Recology shall have the right to terminate this Agreement by providing written notice of the election to do so to Class Counsel within five (5) days of notification that 2% or more of persons in the Settlement Class have submitted a timely request for exclusion from the Settlement. Upon such an election by Recology, the termination of the Settlement will be treated as though Final Approval was not obtained.

IX. SERVICE AWARDS AND CLASS COUNSEL’S ATTORNEYS’ FEES AND REIMBURSEMENT OF EXPENSES

60. Class Counsel may submit an application for reasonable attorneys’ fees and unreimbursed expenses incurred in the Action as the Fee Award from the Settlement Fund. The amount of the Fee Award shall be determined by the Court based on a motion for such from Class Counsel. Class Counsel has agreed, with no consideration from Defendant, to limit their request for attorneys’ fees to one-third (1/3rd) of the Settlement Fund. Plaintiff will also separately seek their Litigation Costs to be paid from the Settlement Fund. Payment of the Fee Award and Litigation Costs shall be made from the Settlement Fund and should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall

remain in the Settlement Fund and be distributed to Settlement Class Members with Approved Claims as Settlement Payments. The Fee Award and Litigation Costs shall be payable within twenty-five (25) business days after the Effective Date. Payment of the Fee Award shall be made by the Settlement Administrator via wire transfer to accounts designated by Class Counsel after providing necessary information for electronic transfer.

61. In recognition of Plaintiff's efforts on behalf of the Settlement Class, and subject to Court approval, Class Counsel may apply to the Court for an award for Plaintiff of up to Two Thousand Five Hundred Dollars (\$2,500) from the Settlement Fund ("Service Award"), in addition to any Settlement Payment pursuant to this Settlement Agreement. Should the Court award less than this amount, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund and be distributed to Settlement Class Members as Settlement Payments. Any Service Award shall be paid from the Settlement Fund (in the form of a check to the Class Representative that is sent care of Class Counsel), within twenty-five (25) business days after the Effective Date.

X. CONFIRMATORY DISCOVERY

62. In addition to the informal discovery conducted by the Parties prior to the January 31, 2025 mediation in this matter, this Settlement Agreement is subject to further reasonable confirmatory discovery regarding the factual premises underlying the Parties' negotiations and resulting settlement terms. Recology agrees to work cooperatively with Plaintiff to provide this confirmatory discovery, which is a material condition of this Settlement.

XI. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION.

74. The Effective Date shall not occur unless and until each and every one of the following events occurs, and shall be the date upon which the last (in time) of the following events occurs subject to the provisions in Paragraph 75:

- a. This Agreement has been signed by the Parties, Class Counsel and Defendant's Counsel;
- b. The Court has entered a Preliminary Approval Order;
- c. The Court has entered a Final Approval Order, or a judgment materially identical to this Settlement Agreement that has become final and no longer appealable, following Notice to the Settlement Class and a Final Approval Hearing, as provided in the California Rules of Civil Procedure; and
- d. In the event that the Court enters an approval order and final judgment in a form other than that provided above (the "Alternative Approval Order") to which the Parties have consented, that Alternative Approval Order has become final and no longer appealable.

75. If some or all of the conditions specified in Paragraph 74 are not met, or in the event that this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Agreement shall be canceled and terminated subject to Paragraph 76, unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with this Settlement Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Settlement Agreement on notice to all other Parties. Notwithstanding anything herein, the Parties agree that the following shall not prevent the Settlement Agreement from becoming effective, nor shall they be grounds for termination of the Agreement: (1) the Court's decision as to the amount of

the Fee Award to Class Counsel set forth above or the Service Award to the Class Representative, regardless of the amounts awarded, or (2) the Court's determination that it lacks jurisdiction such that the Parties' Agreement will be reviewed in an appropriate forum.

76. If this Settlement Agreement is terminated or fails to become effective for the reasons set forth above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Approval Order or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Settlement Agreement had never been entered into.

XII. MISCELLANEOUS PROVISIONS.

77. The Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking entry of the Preliminary Approval Order and the Final Approval Order, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement Agreement.

78. Each signatory to this Agreement represents and warrants (a) that he or she has all requisite power and authority to execute, deliver and perform this Settlement Agreement and to consummate the transactions contemplated herein, (b) that the execution, delivery and performance of this Settlement Agreement and the consummation by it of the actions contemplated herein have been duly authorized by all necessary corporate action on the part of each signatory and (c) that this Settlement Agreement has been duly and validly executed and delivered by each signatory and constitutes its legal, valid and binding obligation.

79. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiff and the other Settlement Class Members, and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties and their attorneys agree not to assert that the Action was brought by Plaintiff or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis. Plaintiff, Defendant, and their respective counsel further agree not to make defamatory or disparaging remarks, comments, or statements concerning Defendant or Plaintiff in media outlets or on social media.

80. The Parties have relied upon the advice and representation of their respective counsel, selected by them, concerning the claims hereby released. The Parties have read and understand fully this Settlement Agreement and have been fully advised as to the legal effect hereof by counsel of their own selection and intend to be legally bound by the same.

81. Whether the Effective Date occurs or this Settlement is terminated, neither this Settlement Agreement nor the Settlement contained herein, nor any court order, communication, act performed or document executed pursuant to or in furtherance of this Settlement Agreement or the Settlement:

- a. is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them as an admission, concession or evidence of, the validity of any Released Claims, the appropriateness of class certification, the truth of any fact alleged by Plaintiff, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the Settlement Fund, Settlement

Payment or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

b. is, may be deemed, or shall be used, offered or received against Defendant as, an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

c. is, may be deemed, or shall be used, offered or received against Plaintiff or the Settlement Class, or each or any of them as an admission, concession or evidence of, the infirmity or strength of any claims asserted in the Action, the truth or falsity of any fact alleged by Defendant, or the availability or lack of availability of meritorious defenses to the claims raised in the Action;

d. is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the Settlement, this Settlement Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Settlement Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Settlement Agreement. Moreover, if this Settlement Agreement is approved by the Court, any of the Released Parties may file this Settlement Agreement and/or the Final Approval Order in any action that may be brought against such parties 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 other theory of claim preclusion or issue preclusion, or similar defense or counterclaim;

e. is, may be deemed, or shall be construed against Plaintiff and the Settlement Class, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

f. is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiff and the Settlement Class, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiff's claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

82. The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

83. The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Settlement Agreement.

84. All of the Exhibits to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by reference.

85. This Settlement Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

86. Except as otherwise provided herein, each Party shall bear its own attorneys' fees and costs incurred in any way related to the Action.

87. Plaintiff represents and warrants that Plaintiff has not assigned any claim or right or interest relating to any of the Released Claims against the Released Parties to any other person or party and that they are fully entitled to release the same.

88. Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms.

89. This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Signature by digital, facsimile, or in PDF format will constitute sufficient execution of this Settlement Agreement. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

90. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Settlement Agreement.

91. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to the conflicts of law provisions thereof.

92. This Settlement Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Settlement Agreement, it shall not be construed more strictly against one Party than another.

93. Unless otherwise stated herein, any notice required or provided for under this Settlement Agreement shall be in writing and shall be sent by electronic mail or hand delivery, as follows:

If to Class Counsel:

Scott Edward Cole
COLE & VAN NOTE
555 12th Street, Suite 2100
Oakland, CA 94607
Tel: 510.891.3200
sec@colevannote.com

If to Recology's Counsel

Mark A. Olthoff
POL SINELLI PC
900 W. 48th Place, Suite 900
Kansas City, MO 64112
Tel: 816.395.0620
molthoff@polsinelli.com

94. This Settlement Agreement shall be deemed executed as of the date that the last Party signatory signs the Agreement.

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

PLAINTIFF

Date: 03/31/2025



PILAR CASTILLO

CLASS COUNSEL



SCOTT EDWARD COLE
COLE & VAN NOTE

DEFENDANT

DocuSigned by:

Salvatore M. Coniglio

444C41D3-2A70-40A5-

Salvatore M. Coniglio

By:

Its

CEO

DEFENDANT'S COUNSEL



MARK A. OLTHOFF
POLSINELLI PC

Exhibit 1 (Claim Form)

2. PAYMENT ELIGIBILITY INFORMATION.

Please review the notice for more information on who is eligible for a payment and the nature of the expenses or losses that can be claimed.

Please provide as much information as you can to help us determine if you are entitled to a settlement payment or other benefit.

PLEASE PROVIDE THE INFORMATION LISTED BELOW:

Check the box for each category of expenses or lost time that you incurred related to the Incident. Please be sure to fill in the total amount you are claiming for each category and to attach documentation of the charges as described in bold type (if you are asked to provide account statements as part of proof required for any part of your claim, you may mark out any unrelated transactions if you wish). Please note that recovery is limited to (1) up to \$2,000 in documented losses related to the Incident or (2) an Alternative Cash Payment.

☐ Cash Payment A: **I wish to make a claim for documented losses related to the Incident up to a maximum of \$2,000. I represent and warrant that I was affected by the Incident, that I received a notice from Recology relating to the Incident, and that all documented losses claimed below were incurred by me solely as a result of the Incident.**

You must provide supporting documentation. Examples - bank fees, long distance phone charges, cell phone charges (if charged by the minute), data charges (if charged based on the amount of data used), postage, or gasoline/electricity for travel; fees for credit reports, credit monitoring, or other identity theft insurance, paid for by you between November 2, 2023 and **ENTER DATE FOR CLAIMS DEADLINE**, and necessitated by the Incident.

Total amount for this category: \$_____.

Expense Types	Approximate Amount of Expense and Date	Description of Expense or Money Paid and Supporting Documents (Identify what you are attaching, and why it's related to the Data Incident)
	\$ Date:	<hr/> <hr/> <hr/>
	\$ Date:	<hr/> <hr/> <hr/>

If you are seeking reimbursement for out-of-pocket expenses, please attach a copy of a statement or receipt from the company that charged you, showing the amount of charges incurred.

You may mark out any transactions that are not relevant to your claim before sending in the documentation.

☐ Cash Payment B: **I wish to make a claim for an Alternative Cash Payment. I represent and warrant that I was affected by the Incident, and that I received a notice from Recology relating to the Incident.**

3. SIGN AND DATE YOUR CLAIM FORM.

I declare under penalty of perjury under the laws of the United States and the laws of my State of residence that the information supplied in this claim form is true and correct to the best of my knowledge, and that this form was executed on the date set forth below. I understand that I may be asked by the Claims Administrator to provide supplemental information before my claim will be considered complete and valid.

Signature _____

Print _____

Date _____

4. REMINDER CHECKLIST

1. Keep copies of the completed Claim Form and documentation for your own records.
2. If your address changes or you need to make a correction to the address on this claim form, please visit the settlement administration website at [\[WEBSITE\]](#) and complete the Update Contact Information form or send written notification of your new address. Make sure to include your Settlement Claim ID and your phone number in case we need to contact you in order to complete your request.
3. If you need to supplement your claim submission with additional documentation, please visit the settlement administration website at [\[WEBSITE\]](#) and provide these documents by completing the Secure Contact Form.
4. For more information, please visit the settlement administration website at [\[WEBSITE\]](#) or call the Settlement Administrator at [\[TELEPHONE#\]](#). Please do not call the Court or the Clerk of the Court.

Exhibit 2 (Postcard Notice)

**Individuals notified by Recology Inc. about the data breach discovered
November 2, 2023 may be eligible for benefits from a class action settlement.**

A California court ordered this notice. *This is not a solicitation from a lawyer.*

A Settlement has been reached in a class action against Recology Inc. ("Recology") in an action arising out of a data breach incident that occurred on or around November 2, 2023 ("Incident"). The lawsuit was filed asserting claims against Recology relating to the Incident. Recology denies all of the claims and says it did nothing wrong.

WHAT CAN I GET? The Settlement provides the following relief to people who submit a timely and valid claim form:

- (1) Up to \$2000 in documented out-of-pocket losses incurred solely as a result of the Incident and not reimbursed by a third party; or
- (2) An Alternative Cash Payment to be determined after the payments in (1) are made and other deductions from the Net Settlement Fund are made (attorney's fees, service award, and settlement administration costs), subject to *pro rata* adjustment depending on the number of timely and valid claims submitted. For example, if 20% of all Class Members submit a claim for this benefit, the amount of the Alternative Cash Payment may be in the range of \$50-\$60 per claim, but may be higher or lower. The actual amount of the Alternative Cash Payment will be determined by the Settlement Administrator based on the type and number of claims received, and the amount of other expenses that are deducted from the Net Settlement Fund.

WHO IS INCLUDED? You received this notice because Recology's records show you are a member of the Class. The Class consists of all individuals to whom Recology or its authorized representative provided notice concerning the Incident.

CLAIM FORM. You must file a Claim Form to receive a cash payment. You can file a claim online or download a Claim Form at [www.\[website\].com](http://www.[website].com) and mail it, or you may call 1-800-XXX-XXXX and ask that a Claim Form be mailed to you. The deadline for submission of a Claim Form is [DATE].

OTHER OPTIONS. If you do not want to be legally bound by the Settlement, you must exclude yourself by [DATE]. If you stay in the Settlement, you may object to it by [DATE]. A more detailed notice is available to explain how to exclude yourself or object. Please visit the website [www.\[website\].com](http://www.[website].com) or call the toll-free number [TELEPHONE #] for a copy of the more detailed notice. On [DATE] at [TIME], the Court will hold a Final Approval Hearing to determine whether to approve the Settlement, Class Counsel's request for attorneys' fees and costs, and an incentive award for the Class Representative. You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but you do not have to. This is only a summary. For more information, call or visit the website below.

Questions? Call 1-800-XXX-XXXX or visit [www.\[website\].com](http://www.[website].com)

Exhibit 3 (Website Notice)

Castillo v. Recology Inc., Case No. CGC-24-617356

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

If Recology or its authorized representative sent you notice of the data breach incident discovered on or about November 2, 2023, you may be eligible for benefits from a class action settlement.

[WEB ADDRESS]

A California court authorized this notice. This is not an advertisement or a lawyer solicitation.

- A settlement has been proposed in a class action case against Recology Inc. (“Recology”) arising out of a data breach incident that occurred on or around November 2, 2023, during which unauthorized third parties may have gained access to certain files containing the personal information of certain individuals with a current or former connection to Recology or its affiliated companies (the “Incident”). The files accessed in the Incident may have contained, for some, a person’s name, date of birth, Social Security number, driver’s license number, and/or other personal information.
- Plaintiff Pilar Castillo filed a class action individually and on behalf of all others similarly situated assert various claims against Recology stemming from the Incident. Recology and the plaintiff have reached agreement on a settlement of these claims on behalf of all class members, subject to final approval by a court.
- If you received a notice from Recology concerning the Incident, you are part of the Class and may be eligible for benefits. The settlement provides (1) up to **\$2,000** in documented losses or (2) an Alternative Cash Payment the amount of which will be determined by the Settlement Administrator based upon the number of valid claims received.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM Deadline: [Insert]	This is the only way to receive a payment.
EXCLUDE YOURSELF FROM THE SETTLEMENT Deadline: [Insert]	Get no benefits. This is the only option that may allow you to sue Recology over the claims being resolved by this settlement.
OBJECT TO THE SETTLEMENT Deadline: [Insert]	Write the Court with reasons why you do not agree with the settlement.
GO TO THE FINAL APPROVAL HEARING	You may ask the Court for permission for you or your attorney to speak about your objection and the Final Approval Hearing.
DO NOTHING	You will not get any compensation from the settlement and you will give up certain legal rights.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.

- The Court in charge of this case still has to decide whether to grant final approval of the settlement. Payments will be made and settlement benefits distributed only after the Court grants final approval of the settlement and after any appeals are resolved in favor of the settlement.

WHAT THIS NOTICE CONTAINS

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3. What is a class action?
4. Why is there a settlement?

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21. Do I have to attend the Final Approval Hearing?

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IF YOU DO NOTHING Page 8

23. What happens if I do nothing?

GETTING MORE INFORMATION..... Page 8

24. How do I get more information?

BASIC INFORMATION

1. Why was this Notice issued?

The Court authorized this notice because you have a right to know about the proposed settlement in this Class Action and about all of your options before the Court decides whether to give “Final Approval” to the settlement. This notice explains the legal rights and options that you may exercise before the Court decides whether to approve the settlement.

Judge Anne-Christine Massullo of the Superior Court of California, County of San Francisco, is overseeing this case. The case is known as *Pilar Castillo v. Recology, Inc.*, Case No. GC-24-617356 (the “Lawsuit”). The person who filed the lawsuit is called the Plaintiff. Recology is called the Defendant.

2. What is this lawsuit about?

Plaintiff claims Recology was responsible for the increased risk of identity theft stemming from the Incident and asserts claims including: (i) negligence, (ii) breach of implied contract, (iii) breach of implied covenant of good faith and fair dealing and (iv) violation of the California Unfair Competition Law. The Lawsuit seeks, among other things, payment for persons who were injured by the Incident.

Recology has denied and continues to deny all of the claims made in the Lawsuit, as well as all charges of wrongdoing or liability against it.

3. What is a class action?

In a class action, a person called the “Plaintiff” or “Representative Plaintiff” (in this case, Pilar Castillo) sues on behalf of all people who have similar claims. One Court and one judge resolves the issues in the case.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Recology. Instead, the parties negotiated a settlement that allows both Plaintiff and Recology to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of trial and appeals. The settlement allows people in the class to participate in a settlement (“Settlement Class members”) to obtain benefits without further delay. The Representative Plaintiff and their attorneys believe the settlement is best for all Settlement Class members. The Settlement does not mean that Recology did anything wrong.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am included in the Settlement?

You are part of this settlement if you are an individual to whom Recology or its authorized representative provided notice, either by mailed notice or other means, concerning the Incident discovered on or about November 2, 2023.

Excluded from the Settlement Class are Recology's officers, directors, and employees (excepting those officers, directors, and employees whose PHI or PII was affected by the Incident); any entity in which Recology has a controlling interest; and the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Recology. Excluded also from the Settlement Class are members of the judiciary to whom this case is assigned, their families and members of their staff. Also excluded from the Settlement Class are non natural persons.

6. What if I am not sure whether I am included in the settlement?

If you are not sure whether you are included in the settlement, or have any other questions related to the settlement, you may:

1. Call (NUMBER)
2. Email (EMAIL); or
3. Write to:
(ADDRESS)

Please do not contact the Court with questions.

THE SETTLEMENT BENEFITS

7. What does the settlement provide?

Under the terms of settlement, there are two kinds of compensation available: (1) up to **\$2,000** in documented losses related to the Incident or (2) a flat Alternative Cash Payment, the amount of which will be determined by the Settlement Administrator on a *pro rata* basis based on the number of Settlement Class Members who timely submit valid Claim Forms. You may submit a claim for any one the above-listed remedies. To claim each type of remedy, you must provide information and documentation with the Claim Form, as described on the Claim Form.

Recology has also agreed that it has and will continue to undertake certain reasonable steps to enhance the security deployed to secure access to its data network.

8. What compensation is available?

Documented Reimbursements: With proper documentation, Settlement Class members are eligible to claim up to \$2,000, in reimbursement for the following:

Out of pocket expenses, for example, postage, copying, scanning, faxing, mileage and other travel-related charges, parking, notary charges, research charges, cell phone charges (only if charged by the minute), long distance phone charges, data charges (only if charged based on the amount of data used), text message charges (only if charged by the message), bank fees, accountant fees, credit monitoring fees, and attorneys' fees, all of which must have been incurred by you, must have resulted solely from the Incident, and must not have been previously reimbursed by a third party.

Alternative Cash Payment: In the alternative, Settlement Class members are eligible to claim a flat cash payment the amount of which will be determined by the Settlement Administrator based on various factors. The Alternative Cash Payment will be determined after the payments for Documented Reimbursements are made and other deductions from the Net Settlement Fund are

made (attorney's fees, service award, and settlement administration costs), and will be subject to *pro rata* adjustment depending on the number of timely and valid claims submitted. For example, For example, if 20% of all Class Members submit a claim for this benefit, the amount of the Alternative Cash Payment could be in the range of \$50-\$60 per claim, but mya be higher or lower depending on the number of valid claims submitted and other factors.

HOW TO GET BENEFITS

9. How do I get benefits?

To receive a payment from the Settlement, you must complete a Claim Form. You may download a copy of the Claim Form at [www.\[website\].com](http://www.[website].com), or you may request one by mail by calling (NUMBER). To complete the Claim Form, please read the instructions carefully, fill out the Claim Form, provide reasonable documentation (where applicable), and submit your Claim online or mail it postmarked no later than (CLAIM DEADLINE) to:

(ADDRESS)

10. How will claims be decided?

The Claims Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Claims Administrator may request additional information from any claimant. If the claimant does not timely provide the required information, the Claim will be considered invalid and will not be paid. If the claim is rejected in whole or in part, for any other reason, then the Claims Administrator shall refer the claim to the Representative Plaintiff, Recology and their counsel for a determination.

REMAINING IN THE SETTLEMENT

11. Do I need to do anything to remain in the settlement?

You do not have to do anything to remain in the settlement, but if you want a payment, you must submit a Claim Form postmarked or submitted online by (CLAIM DEADLINE).

12. What am I giving up as part of the settlement?

By not timely opting out of the class, all of the Court's orders will apply to you, and you give Recology a "Release." A Release means you cannot sue or be part of any other lawsuit against Recology about the claims or issues in this lawsuit (relating to the Incident), and you will be bound by the settlement. The specific claims you are giving up against Recology and related persons or entities are called "Released Claims." The Released Claims are defined in the Settlement Agreement, which is available under the Important Documents page at [www.\[website\].com](http://www.[website].com). The Settlement Agreement describes the Released Claims with specific and accurate legal descriptions, so read it carefully.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this settlement, but you want to keep the right to sue Recology about issues in this case, then you must take steps to get out of the Settlement Class. This is called excluding yourself from – or is sometimes referred to as "opting out" of – the Settlement Class.

13. If I exclude myself, can I get a payment from this settlement?

No. If you exclude yourself, you will not be entitled to any benefits of the settlement. You will also not be bound by any judgment in this case.

14. If I do not exclude myself, can I sue Recology for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Recology for the Claims that this settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form to ask for a payment.

15. How do I get out of the settlement?

To exclude yourself from the settlement, send a letter that says you want to be excluded from the settlement in *Castillo v. Recology Inc.*, Case No. CGC-24-617356 (San Francisco County, California) (“Exclusion Request”). Include your name, address, and signature. Your Exclusion Request must be postmarked by **[EXCLUSION DEADLINE]** and mailed to:

In Re Recology Settlement
c/o **NAME** Claims Administrator
P.O. Box XXXX
XXXXX, XX XXXXX-XXXX

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court appointed Scott Edward Cole of Cole & Van Note to represent you and other Settlement Class members. These lawyers are called Settlement Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will Settlement Class Counsel be paid?

If the settlement is approved and becomes final, Settlement Class Counsel will ask the Court to award attorneys' fees and litigation costs. Settlement Class Counsel will also request approval of a service award to the Representative Plaintiff. If approved, these amounts, as well as the costs of notice and settlement administration, will be deducted from the total settlement proceeds awarded under the Settlement Agreement and paid by Recology. The remainder will be available for Settling Class Members.

OBJECTING TO THE SETTLEMENT

18. How do I tell the Court that I do not like the settlement?

If you are a Settlement Class member, you can object to the settlement if you do not like it or some part of it. You can give reasons why you think the Court should not approve the settlement. The Court will consider your views before making a decision. To object, you must file with the Court and mail copies to Class Counsel and Recology's counsel a written notice stating that you object to the settlement. Your objection must include all of the following information: (i) your full name and address; (ii) the case name and docket number - *Castillo v. Recology, Inc.*, Case No. CGC-24-617356 (San Francisco County, California) (iii) proof that you are a member of the Settlement Class (e.g., copy of your settlement notice, a copy of your original notice of the Incident, or a statement explaining why you believe you are a Settlement Class member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection you believe applicable; (v) the identity of any and all counsel representing you in connection with the objection; (vi) a statement whether you and/or your counsel will appear at the Final Approval Hearing; and (vii) your signature or the signature of your duly authorized attorney or other duly authorized representative (if any) representing you in connection with the objection.

Your written notice of an objection, in the appropriate form, must be mailed, with a postmark date no later than **[DATE]**, to all of the following:

Class Counsel	Counsel for Recology
Scott Edward Cole COLE & VAN NOTE 555 12th Street, Suite 2100 Oakland, California 94607 [email address]	Mark A. Olthoff POLSINELLI PC 900 W. 48 th Place, Suite 900 Kansas City, MO 64112 [email address]

The Court may elect to hear your oral objection, even if you do not follow the above procedure, at the Final Approval Hearing, however, the Parties reserve the right to challenge the objection of any Settlement Class Member who does not follow the above procedure.

19. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the settlement and why you do not think the Court should approve it. You can object only if you do not exclude yourself from the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

20. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on **DATE** at **[TIME]** in the **TBD**. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. The Court will take into consideration any properly filed written objections and may also listen to people who have asked to speak at the hearing (see Question 18). The Court will also decide whether to approve fees and costs to Settlement Class Counsel, and the service award to the Representative Plaintiff.

21. Do I have to attend the Final Approval Hearing?

No. Settlement Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your own expense, but you are not required to do so. If you send an objection, you do not have to come to the Court to talk about it. As long as you filed your written objection on time with the Court and served it according to the instructions provided in Question 18, the Court will consider it.

22. May I speak at the Final Approval Hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file and serve an objection according to the instructions in Question 18, including all the information required.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing, you will get no monetary benefits from this settlement. Once the Court grants the settlement Final Approval and the judgment becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Recology about the legal issues in this case, ever again.

You must exclude yourself from the settlement if you want to retain the right to sue Recology for the Claims resolved by this settlement.

GETTING MORE INFORMATION

24. How do I get more information?

This notice only provides a summary of the proposed settlement. You can find complete details about the settlement in the Settlement Agreement available at [www.\[website\].com](http://www.[website].com). You may also:

1. Write to:

In Re Recology Settlement
c/o NAME Claims Administrator
P.O. Box XXXX
XXXXX, XX XXXXX-XXXX

2. Visit the settlement website at [www.\[website\].com](http://www.[website].com)
3. Call the toll-free number (NUMBER)

PLEASE DO NOT CALL THE COURT OR THE JUDGE WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.