

**Authorized by the U.S. District Court for the Northern District of Illinois
Notice of Proposed Settlement of Class Action Involving Stericycle, Inc.**

BASIC INFORMATION

1. What is this Notice about?

A Court authorized this Notice because you may have a right to know about a proposed Settlement of a class action lawsuit and about all of your options and associated deadlines before the Court decides whether to give final approval to the Settlement. The name of the lawsuit is *In re: Stericycle, Inc., Steri-Safe Contract Litigation, Case No. 13-C-5795, MDL No. 2455*. The defendant is Stericycle, Inc. (“Stericycle”). This Notice explains the lawsuit, the Settlement, and your legal rights. You are NOT being sued. The Court still has to decide whether to finally approve the Settlement. Payments and other benefits will be distributed only if the Court finally approves the Settlement and after any appeals are resolved in favor of the Settlement. Please be patient and check the website identified in this Notice regularly. Please do not contact Stericycle as the Court has ordered that all questions be directed to the Class Action Settlement Administrator.

*Your legal rights may be affected even if you do not act.
Please read this Notice carefully.*

YOUR RIGHTS AND CHOICES

YOU MAY:		DUE DATE
DO NOTHING	You are not required to file a claim in order to receive the benefits of this Settlement, including a share of the Settlement Fund. If the Court approves the Settlement and you are a member of the Class, the Class Action Settlement Administrator will mail a check to you for your share of the Settlement Fund. If you do nothing, you give up the right to sue Stericycle about the issues in the lawsuit and you waive your right to object to the Settlement.	<u>N/A</u>
OBJECT	Write to the Court about why you don’t like the proposed Settlement.	<u>January 22, 2018</u>
EXCLUDE YOURSELF/ OPT OUT	Ask to get out (opt out) of the proposed Settlement. If you do this, you are not entitled to certain Settlement benefits, including a share of the Settlement Fund, but you keep your right to sue Stericycle about the issues in the lawsuit.	<u>January 22, 2018</u>
APPEAR IN THE LAWSUIT OR ATTEND THE FAIRNESS HEARING	You are not required to enter an appearance in the lawsuit in order to participate in the proposed Settlement, but you may enter an appearance on your own or through your own lawyer in addition to filing an objection if you do not opt out. You can also ask to speak in Court at the Fairness Hearing about the proposed Settlement.	<u>February 23, 2018 at 9:15 a.m.</u>

2. What is the lawsuit about?

The class action lawsuit claims that Stericycle engaged in a practice of imposing Automated Price Increases in violation of the contracts between Stericycle and certain of its Small Quantity (SQ) medical waste customers and engaged in unfair and deceptive acts or practices by misrepresenting or concealing material facts from its customers regarding its pricing practices. As a result, the lawsuit pursues claims for breach of contract and violations of various state consumer protection statutes, among other claims. You can read the Second Amended Consolidated Complaint by visiting www.StericycleClassAction.com. Stericycle denies that it has violated any law, denies that it engaged in any wrongdoing, and denies that its pricing practices violated contracts between it and its customers. The parties agreed to resolve these matters before these issues were decided by the Court.

3. What customers are included in the Settlement?

The Court has certified a class of Stericycle customers that includes:

All persons and entities that, between March 8, 2003 through October 26, 2017 resided in the United States (except Washington and Alaska), were identified by Stericycle as a “Small Quantity” or “SQ” customer, and were charged

and paid more than their Contractually Agreed Price for Stericycle's medical waste disposal goods and services. Excluded from the class are governmental entities whose claims were asserted and resolved in *United States ex rel. Perez v. Stericycle Inc.* and any entities that have previously settled similar claims with Stericycle and released those claims.

Small Quantity medical waste customers generally include most small and medium-sized businesses, but generally do not include large hospitals or similarly large business entities that used Stericycle's services. If you received a notice from the Class Action Settlement Administrator ("Administrator"), then you have been identified as a likely member of the Class through Stericycle's business records. If you have questions regarding whether you or your business is a member of the Class, you can learn more by visiting www.StericycleClassAction.com or by calling 1-877-919-5481.

4. Why is this a class action?

In a class action, people called "class representatives" sue on behalf of other people who have similar claims. All of these people together are the "Class" or "Class Members" if the Court approves this procedure. Then, that Court resolves the issues for all Class Members, except for those who exclude themselves from (opt out of) the Class.

5. Why is there a Settlement?

Both sides in the lawsuit agreed to a Settlement to avoid the cost and risk of further litigation, including a potential trial, and so that the Class Members can get benefits, in exchange for releasing Stericycle from liability. The Settlement does not mean that Stericycle broke any laws and/or did anything wrong, and the Court did not decide which side was right. The Settlement here has been preliminarily approved by the Court, which authorized the issuance of this Notice. The Class Representatives and the lawyers representing them (called "Plaintiffs' Class Counsel") believe that the Settlement is in the best interests of all Class Members.

The essential terms of the Settlement are summarized in this Notice. The Settlement Agreement along with all exhibits and addenda sets forth in greater detail the rights and obligations of the parties. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs.

WHO IS IN THE SETTLEMENT?

To see if you are affected or if you can get money or benefits, you first have to determine whether you are a Class Member.

6. How do I know if I am part of the Settlement?

You are part of the Settlement if you are a person (including business entities) that, between March 8, 2003 through October 26, 2017 resided in the United States (except Washington and Alaska), were identified by Stericycle as "Small Quantity" or "SQ" customer, and were charged and paid more than the Contractually Agreed Price for Stericycle's medical waste disposal goods and services. Excluded from the class are governmental entities whose claims were asserted and resolved in *United States ex rel. Perez v. Stericycle Inc.* and any entities that have previously settled similar claims with Stericycle and released those claims.

If you received a notice from the Administrator or Plaintiffs' Class Counsel, then you have been identified as a likely Class Member. If you did not receive a notice but believe you should be included in the class, or if your address has changed, you may contact the Administrator at 1-877-919-5481, or www.StericycleClassAction.com.

7. I'm still not sure if I'm included in the Settlement.

If you are not sure whether you are included in the Class, you may call 1-877-919-5481. Please do not contact Stericycle, the Court, or Court staff, as the Court has ordered that all questions be directed to the Administrator.

THE SETTLEMENT BENEFITS—WHAT YOU GET AND HOW TO GET IT

8. What does the Settlement provide?

Stericycle has agreed to pay \$295,000,000 into a Settlement Fund. The Settlement Fund will be used to pay members of the Class, all Settlement related costs, including the cost of notice, and to pay the expenses of litigation and class counsel attorneys' fees, as may be approved by the Court.

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If you are a Class Member, the amount you are eligible to receive depends on several factors, including, among other things, the amount by which your prices were increased due to the pricing practice alleged in this Action, and whether you received any discounts or price concessions from Stericycle during the class period. Some customers may be Class Members but, due to discounts, credits, or other price reductions given by Stericycle during the class period, may not be entitled to any payment. The Settlement benefits are outlined generally below, but more information, including the Settlement Agreement, can be found at the Settlement Website, www.StericycleClassAction.com. The Court still has to decide whether to finally approve the Settlement. Benefits will be provided only if the Court finally approves the Settlement and any appeal period expires or any appeals are resolved in favor of the Settlement. We do not know when the Court will finally approve the Settlement if it does so or whether there will be any appeals that would have to be resolved in favor of the Settlement before certain benefits would be provided, so we do not know precisely when any benefits may be available. Please check www.StericycleClassAction.com for updates regarding the Settlement.

A. Monetary payments to certain current and former Stericycle customers.

If the Settlement is finally approved (including any appeals resolved in favor of the Settlement), Stericycle will pay \$295 million into a fund for distribution to eligible Class Members (“Settlement Fund”) who, between March 8, 2003 and October 26, 2017, were charged and paid allegedly more than the Contractually Agreed Price for Stericycle’s medical waste disposal goods and services.

Plaintiffs’ expert witness in the lawsuit developed a method for identifying members of the Class and for calculating the damages each member of the Class allegedly suffered using Stericycle’s customer payment and billing records. This method takes into account Automated Price Increases over time, and also accounts for credits or decreases in prices. The same method will be used to identify all Class Members and to determine what share, if any, each Class Member is entitled to from the Settlement Fund.

The Settlement Fund will be distributed to eligible Class Members according to a Plan of Allocation that is available at the Settlement Website. The amount of your payment will depend on the amount by which your prices allegedly increased, any credits or price reductions received, the period of time over which you paid the alleged increased prices, and similar factors. Please refer to the Plan of Allocation at www.StericycleClassAction.com for more details.

Important: You do not need to do anything to receive your share, if any, of the Settlement Fund. Each Class Member’s share of the Settlement Fund will be calculated in accordance with the Plan of Allocation. Checks will be mailed by the Administrator to each Class Member that is entitled to a share of the Settlement Fund using the most recent address information available in Stericycle’s databases as well as other available sources of information. However, if you are no longer a Stericycle customer and have moved, or otherwise believe that the address Stericycle has on file for you is not accurate, please contact the Administrator at www.StericycleClassAction.com or 1-877-919-5481.

B. Pricing practice changes for current Stericycle customers.

Stericycle has agreed to discontinue the pricing practice challenged in this Action for all Class Member contracts still subject to such increases within 60 days of October 26, 2017. Subject to certain limitations stated in the Settlement Agreement, Stericycle agrees not to impose an annual price increase of more than a 6% of the Contractually Agreed Price on these Class Members.

Any Class Members who previously renegotiated their contracts with Stericycle such that they are no longer subject to the pricing practice challenged in this Action on the date of Preliminary Approval and instead are being charged annual price increases that are set forth in their contracts will continue to be charged in accordance with those contracts.

C. Future limitations on price increases for current Stericycle customers.

For a period of three years after the Effective Date and subject to certain limitations stated in the Settlement Agreement, Stericycle agrees that all new contracts for SQ medical waste customers, including any contracts for Class Members that are entered into upon the expiration of the Class Member’s current contract, will comport with the following requirements:

- The contract price will include the cost of service as well as all fees and surcharges, except taxes and regulatory fees over which Stericycle has no control;

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- The contracts will allow Stericycle to impose an annual price increase not to exceed 8%;
- The contracts will allow Stericycle to implement cost increases to cover non-controllable costs such as taxes, fuel and regulatory fees that can be documented and verified, but prior to imposing such costs on Class Members, Stericycle will verify the sufficiency of such a cost increase with Hon. Wayne Andersen (ret.), who will act as a monitor from the date of Preliminary Approval, through the Effective Date and for a period of time of at least three years from the Effective Date;
- On the first page of the agreement, the contracts will identify (i) the price of the contract and (ii) the annual maximum price increase percentage; and
- Stericycle’s compliance with the Settlement Agreement will be monitored by Hon. Wayne Andersen (ret.) for a period of three years.

D. Alternative Dispute Resolution.

Any disputes arising out of or relating to the issues raised in the Actions between the time of Preliminary Approval and the Final Effective Date that are not otherwise resolved by the Agreement will be resolved by binding arbitration, as described fully in Exhibit 5 to the Settlement Agreement.

9. What am I giving up in exchange for the Settlement benefits?

If the Settlement becomes final, Class Members who do not exclude themselves from the Class will release Stericycle from liability and will not be able to sue Stericycle about the issues in the lawsuit. The Settlement Agreement describes the released claims in necessary legal terminology, so read it carefully. For ease of reference, we also attach the full release section in Appendix A to this Notice. The Settlement Agreement is available at www.StericycleClassAction.com. You can talk to one of the lawyers listed in Question 15 below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the released claims or what they mean.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Stericycle over the legal issues in the lawsuit, then you must take steps to get out of this Settlement. This is called asking to be excluded from the Class, also referred to as “opting out” of the Class.

10. If I exclude myself, can I get anything from this Settlement?

If you exclude yourself, you cannot get Settlement benefits. If you ask to be excluded, you cannot object to the Settlement. But, if you timely and properly request exclusion, the Settlement will not prevent you from suing, continuing to sue or remaining or becoming part of a different lawsuit against Stericycle in the future about the issues in the lawsuit. If you exclude yourself, you will not be bound by anything that happens in this lawsuit and you may not object to the Settlement.

11. If I don’t exclude myself, can I sue later?

Unless you exclude yourself, you give up the right to sue Stericycle for the claims resolved by this Settlement. If the Settlement is finally approved, you will be permanently enjoined and barred from initiating or continuing any lawsuit or other proceeding against Stericycle about the issues in the lawsuit.

12. How do I get out of the Settlement?

To exclude yourself from the Settlement, you **must** send a letter by mail saying that you want to be excluded from the Settlement in *In re: Stericycle, Inc., Steri-Safe Contract Litigation*, and mention the case number (*Case No. 13-C-5795, MDL No. 2455*). In the letter, you **must** include your name (or the name of your business that was a Stericycle customer), address and your signature. You **cannot** ask to be excluded over the phone or on the Settlement Website. Your exclusion request **must** be postmarked no later than **January 22, 2018** and **mailed** to:

Stericycle Class Action
c/o GCG
PO Box 10515
Dublin, OH 43017-1515

Your exclusion request must be mailed to the Administrator by the date shown above in order to be considered by the Court.

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The deadlines found in this Notice may be changed by the Court. Please check www.StericycleClassAction.com regularly for updates regarding the Settlement.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has appointed lawyers to represent you and other Class Members. These lawyers are called “Plaintiffs’ Class Counsel”: Steve W. Berman, Garth D. Wojtanowicz, and Elizabeth A. Fegan at Hagens Berman Sobol Shapiro LLP. You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

14. How will the lawyers be paid?

Plaintiffs’ Class Counsel will ask the Court for attorneys’ fees not to exceed \$40 million, plus up to an additional \$2.8 million in costs and expenses. These fees and expenses will go to the Plaintiffs’ Class Counsel and other lawyers who worked on the litigation since it was consolidated for pretrial proceedings in August, 2013. Plaintiffs’ Class Counsel will ask for payments to each of the Class Representatives of \$100 per hour, with a minimum of \$5,000 award, for their time invested in connection with the Actions and securing the benefits of this Settlement for the Class. The Court may award less than these amounts. These payments will be made out of the Settlement Fund.

OBJECTING TO THE SETTLEMENT

You can tell the Court if you don’t agree with the Settlement or some part of it.

15. How do I tell the Court if I don’t like the Settlement?

If you are a Class Member, and you don’t exclude yourself from the Class, you can object to the Settlement if you don’t like some part of it. You can give reasons why you think the Court should not approve it. To object, you **must** send a written objection saying that you object to the Settlement in *In re: Stericycle, Inc., Steri-Safe Contract Litigation, Case No. 13-C-5795, MDL No. 2455*, to Plaintiffs’ Class Counsel and Stericycle’s Counsel at the address below so that the objection is received by Plaintiffs’ Class Counsel and Stericycle’s Counsel no later than **January 22, 2018**. To have your objection considered by the Court, you also **must** file the objection with the Clerk of Court (identified below) so that it is received and filed no later than **January 22, 2018**. In your objection, you **must** provide the specific reason for your objection (including any legal support), any evidence or other information you wish to rely on, a statement of whether you intend to appear at the Fairness Hearing (discussed below), and information showing that you are a member of the Class, your name, address, telephone number, your signature.

Clerk of Court

United States District Court
Northern District of Illinois
219 South Dearborn Street
Chicago, IL 60604

Plaintiffs’ Class Counsel

Steve W. Berman
Hagens Berman Sobol Shapiro LLP
1918 Eighth Ave.
Suite 3300
Seattle, WA 98101

Stericycle’s Counsel

Mark S. Mester
Latham & Watkins LLP
330 North Wabash Avenue,
Suite 2800
Chicago, IL 60611

16. What’s the difference between objecting and excluding?

Excluding yourself is telling the Court that you don’t want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you. Objecting is telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Class.

If you are a Class Member and you do nothing, you will remain a Class Member and all of the Court’s orders will apply to you, you will be eligible for the Settlement benefits described above as long as you satisfy the conditions for receiving each benefit, and you will not be able to sue Stericycle over the issues covered by the lawsuit.

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THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval to the Settlement. If you have filed an objection on time and attend the hearing, you may ask to speak, but you don't have to attend or speak.

17. When and where will the Court decide whether to grant final approval of the Settlement?

The Court will hold a Fairness Hearing at 9:15 a.m. on **February 23, 2018** at the Everett McKinley Dirksen United States Courthouse, United States District Court for the Northern District of Illinois, 219 South Dearborn Street, Chicago, IL 60604 in Courtroom 2303. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will only listen to people who have met the requirement to speak at the hearing (*See* Question 19 below). After the hearing, the Court will decide whether to grant final approval the Settlement, and, if so, how much to pay the lawyers representing Class Members. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No. Plaintiffs' Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it – but you can if you provide advance notice of your intention to appear (*See* Question 19 below). As long as you filed a written objection with all of the required information on time with the Court and delivered it on time to Plaintiffs' Class Counsel and Stericycle's Counsel, the Court will consider it. You may also pay another lawyer to attend, but it is not required.

19. May I speak at the hearing?

You or your attorney may ask the Court for permission to speak at the Fairness Hearing. To do so, you **must** send a letter saying that it is your "Notice of Intent to Appear in *In re: Stericycle, Inc., Steri-Safe Contract Litigation, Case No. 13-C-5795, MDL No. 2455*" to Plaintiffs' Class Counsel and Stericycle's Counsel identified above in response to Question 15 so that they receive it no later than **January 22, 2018**. You must also file the document with the Clerk of Court so that it is received and filed no later than January 22, 2018. You **must** include your name (or the name of your business that was a Stericycle customer), address, telephone number, and your signature. Anyone who has requested permission to speak must be present at the start of the Fairness Hearing at 9:15 a.m. on **February 23, 2018**. You cannot speak at the hearing if you excluded yourself from the Class.

GETTING MORE INFORMATION

20. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in a Settlement Agreement, including its exhibits and addenda. You can get a copy of the Settlement Agreement and other information about the Settlement, including, but not limited to, answers to frequently asked questions, at www.StericycleClassAction.com. You can also call the toll-free number, 1-877-919-5481, or write the Administrator at Stericycle Class Action, c/o GCG, PO Box 10515, Dublin, OH 43017-1515. You can also look at the documents filed in the lawsuit at the Court at the address provided above in response to Question 15.

21. When will the Settlement be final?

The Settlement will not be final unless and until the Court grants final approval of the Settlement at or after the Fairness Hearing and after any appeals are resolved in favor of the Settlement. Please be patient and check the website identified in this Notice regularly. Please do not contact Stericycle, the Court, or Court staff, as the Court has ordered that all questions be directed to the Administrator.

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Appendix A – Section VIII from the Settlement Agreement – Release and Waiver
VIII. RELEASE AND WAIVER

A. The Parties agree to the following release and waiver, which shall take effect upon entry of the Final Order and Final Judgment.

B. In consideration of the Settlement, Plaintiffs and each Class Member, on behalf of themselves and any other legal or natural persons who may claim by, through or under them, agree to fully, finally and forever release, relinquish, acquit, discharge and hold harmless the Released Parties from any and all claims, demands, suits, petitions, liabilities, causes of action, rights, and damages of any kind and/or type regarding the subject matter of the Actions, including, but not limited to, compensatory, exemplary, punitive, expert and/or attorneys' fees or by multipliers, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative or direct, asserted or un-asserted, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim of any kind related arising from, related to, connected with, and/or in any way involving the Actions, Stericycle's practice or alleged practice of imposing Automated Price Increases relating to the collection and disposal of waste during the Class Period, Stericycle's imposition of surcharges and/or fees during the Class Period, in any manner that are, or could have been, defined, alleged or described in the SACC, the Actions or any amendments of the Actions.

C. Notwithstanding the foregoing, Plaintiffs and Class Members are not releasing claims relating to Stericycle's performance of the obligations imposed upon it by virtue of this Agreement, or its compliance with the terms of this Agreement.

D. The Final Order and Final Judgment will reflect these terms.

E. Plaintiffs and Class Members expressly agree that this Release, the Final Order, and/or the Final Judgment is, will be, and may be raised as a complete defense to, and will preclude any action or proceeding encompassed by, this Release.

F. Plaintiffs and Class Members shall not now or hereafter institute, maintain, prosecute, assert, and/or cooperate in the institution, commencement, filing, or prosecution of any suit, action, and/or proceeding, against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to the claims, causes of action and/or any other matters released through this Settlement.

G. In connection with this Agreement, Plaintiffs and Class Members acknowledge that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Actions and/or the Release herein. Nevertheless, it is the intention of Plaintiffs' Class Counsel and Class Members in executing this Agreement fully, finally and forever to settle, release, discharge, and hold harmless all such matters, and all claims relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Actions, except as otherwise stated in this Agreement.

H. Plaintiffs expressly understand and acknowledge, and all Plaintiffs and Class Members will be deemed by the Final Order and Final Judgment to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that:

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

Plaintiffs and Class Members expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

I. Plaintiffs represent and warrant that they are the sole and exclusive owners of all claims that they are releasing under this Agreement. Plaintiffs further acknowledge that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds or value under the Actions and that Plaintiffs are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions. Class Members receiving payments from the Settlement Fund shall, by cashing the payment check,

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represent and warrant therein that they are the sole and exclusive owner of all claims that they are releasing under the Settlement and that they have not assigned, pledged, or in any manner whatsoever, sold, transferred, assigned or encumbered any right, title, interest or claim arising out of or in any way whatsoever pertaining to the Actions, including without limitation, any claim for benefits, proceeds or value under the Actions, and that such Class Member(s) are not aware of anyone other than themselves claiming any interest, in whole or in part, in the Actions or in any benefits, proceeds or values under the Actions.

J. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for attorneys' fees, attorneys' liens, costs, expert fees, or consultant fees, interest, or litigation fees, costs or any other fees, costs, and/or disbursements incurred by any attorneys, Plaintiffs' Class Counsel, Plaintiffs or Class Members who claim to have assisted in conferring the benefits under this Settlement upon the Class.

K. In consideration for the Settlement, Stericycle and its past or present officers, directors, employees, agents, attorneys, predecessors, successors, affiliates, subsidiaries, divisions, and assigns shall be deemed to have, and by operation of the Final Approval Order shall have, released Plaintiffs' Class Counsel and each current and former Plaintiffs from any and all causes of action that were or could have been asserted pertaining solely to the conduct in filing and prosecuting the litigation or in settling the Action.

L. Plaintiffs, Plaintiffs' Class Counsel and any other attorneys who receive attorneys' fees and costs from this Settlement acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

M. The Parties specifically understand that there may be further pleadings, discovery requests and responses, testimony, or other matters or materials owed by the Parties pursuant to existing pleading requirements, discovery requests, or pretrial rules, procedures, or orders, and that, by entering into this Agreement, the Parties expressly waive any right to receive, hear, or inspect such pleadings, testimony, discovery, or other matters or materials.

N. Nothing in this Release shall preclude any action to enforce the terms of the Agreement, including participation in any of the processes detailed herein.

O. Plaintiffs and Plaintiffs' Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Agreement and shall be included in any Final Order and Final Judgment entered by the Court.