

**PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND RELEASE**

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Carlos Velazquez (“Plaintiff”), on behalf of himself, the State of California, and all allegedly aggrieved employees (referred to herein as the “PAGA Members”), and Defendant Stericycle, Inc. (“Defendant”) (collectively the “Parties”), subject to the approval of the Court, that the settlement of the Action (as defined below) shall be effectuated upon and subject to the following terms and conditions.

I. RECITALS

WHEREAS, on February 23, 2024, Plaintiff notified the California Labor Workforce Development Agency (“LWDA”) of his intent to file an action against Defendant under California’s Private Attorneys General Act, California Labor Code § 2698, *et seq.* (“PAGA”) (the “LWDA Letter”). Plaintiff allowed the LWDA an opportunity to investigate his claims as required by the Labor Code, and the LWDA opted not to do so;

WHEREAS, on May 1, 2024, Plaintiff filed a PAGA representative lawsuit in Los Angeles County Superior Court, Case No. 24STCV10960;

WHEREAS, the Parties participated in a private mediation with Deborah Saxe, Esq., on April 25, 2025;

WHEREAS, the matter did not settle at mediation, with the assistance of Ms. Saxe, the matter thereafter settled by way of the Parties accepting a mediator’s proposal via a Term Sheet effective May 5, 2025 (the “Term Sheet”);

WHEREAS, during the course of the Action, and in preparation for private mediation, the Parties engaged in significant formal and informal discovery, including the exchange of information and documents;

WHEREAS, pursuant to the terms of the Parties’ settlement and their Term Sheet, Plaintiff submitted an amended letter to the LWDA asserting additional claims on June 19, 2025 (the “Amended LWDA Letter”) and filed a corresponding amended complaint on August 20, 2025 (the Operative Complaint, as defined below);

WHEREAS, the Parties desire to settle, compromise, and avoid litigation relating to the claims described in the Action, and have agreed to settle the Action upon the terms and conditions and for the consideration set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by and between the Parties hereto as follows:

II. SETTLEMENT TERMS

A. Definitions

1. “Action” means the case entitled *Carlos Velazquez v. Stericycle, Inc.*, Los Angeles County Superior Court Case No. 24STCV10960, and the Operative Complaint in that matter.

2. “Aggrieved Employee Settlement Fund” means twenty-five percent (25%) of the Net Settlement Amount. Individual Settlement Payments to PAGA Members will be made from the Aggrieved Employee Settlement Fund.

3. “Agreement” or “Settlement Agreement” shall mean this Private Attorneys General Act Settlement Agreement and Release.

4. “Attorneys’ Fees” means such attorneys’ fees as the Court may award to Plaintiff’s Counsel for the services they have rendered and will render to the PAGA Cohort Members in the Action, and which shall not exceed thirty-five percent (35%) of the Gross Settlement Amount.

5. “Attorneys’ Costs” means such litigation costs as the Court may award to Plaintiff’s Counsel for the actual costs they have incurred and will incur in the investigation, litigation, and resolution of the Action, and in administration of the Settlement, and which are not expected to exceed Twenty-Five Thousand Dollars and No Cents (\$25,000.00).

6. “Bi-Weekly Value” means the quotient of the Aggrieved Employee Settlement Fund divided by the Total Bi-Weekly Pay Periods.

7. “Court” shall mean the Los Angeles County Superior Court, where the Action is venued, and specifically the Hon. Robert B. Broadbelt, or such other judge as (a) may be assigned to the Action or (b) may sit in his stead.

8. “Defense Counsel” or “Defendant’s Counsel” mean Alaya B. Meyers and Ian G. Robertson of Littler Mendelson, P.C.

9. “Effective Date” means the date this Settlement is approved and the Court’s order granting Settlement Approval and entry of Final Judgment becomes final and is no longer appealable. For purposes of this Settlement, “becomes final and is no longer appealable” shall mean the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the order and judgment approving this Settlement may be timely filed and none is filed (*i.e.*, 61 days from notice of entry of judgment); (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the order and judgment, the day after the last date for filing a request for further review of the order and judgment approving this Settlement passes, and no further review is requested; or (c) if an appeal is filed and the order approving this Settlement is affirmed and further review of the order is requested, the day after the review is finally resolved and the order and judgment approving this Settlement is affirmed. In the event that: (i) the Court does not approve the Settlement; or (ii) the Effective Date does not occur for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the

Parties will be returned to their respective positions. The Effective Date cannot occur, and Defendant will not be obligated to fund this Settlement, until and unless there is no possibility of an appeal or further appeal that could potentially prevent this Settlement Agreement from becoming final and binding.

10. “Final Judgment” means the order entered by the Court granting the entry of judgment in this Action and retaining jurisdiction only as set forth in Paragraph C(4) below.

11. “Funding Date” means the date that is ten (10) calendar days after the Effective Date. If the Funding Date falls on a weekend or holiday, it shall be extended to the following business day.

12. “Gross Settlement Amount” means the amount of Seven Hundred Fifty Thousand Dollars and No Cents (\$750,000.00) that Defendant will pay if the Court approves this Settlement and the Effective Date occurs. The Gross Settlement Amount will fund: (a) the Aggrieved Employee Settlement Fund; (b) the LWDA Payment; (c) the award of Attorneys’ Fees to Plaintiff’s Counsel; (d) the award of Attorneys’ Costs to Plaintiff’s Counsel; (e) the Representative Enhancement Award to Plaintiff; and (e) the Settlement Administration Costs. Other than as set forth in Paragraph E(1), below, under no circumstances will Defendant be required to pay more than the Gross Settlement Amount in order to settle the Action. In no event will any money revert to Defendant.

13. “Individual Settlement Payment” means the portion of the Aggrieved Employee Settlement Fund allocated to each PAGA Member, as calculated pursuant to Paragraph C(13) below. One hundred percent (100%) of the Individual Settlement Payments made to PAGA Members shall be deemed miscellaneous income for which a Form 1099-MISC will be issued.

14. “LWDA Payment” means seventy-five percent (75%) of the Net Settlement Amount. The LWDA Payment will be issued to the LWDA.

15. “Net Settlement Amount” means the Gross Settlement Amount minus the Attorneys’ Fees, Attorneys’ Costs, Representative Enhancement Award, and Settlement Administration Costs. Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA and twenty-five percent (25%) will be distributed to PAGA Members.

16. “Notice” means the form of notice that will be sent to each PAGA Member accompanying their Individual Settlement Payments, in English and Spanish, which shall be substantially in the form attached hereto as **Exhibit A**.

17. “Operative Complaint” means the operative, amended complaint filed by Plaintiff in this matter, following execution of the Term Sheet and by stipulation of the Parties, on August 20, 2025.

18. “PAGA Members” means all individuals employed by Defendant in hourly, non-exempt positions in California at any time during the PAGA Period.

19. “PAGA Member List” means the list of full names, most recent mailing addresses, most recent telephone numbers (if known), Social Security numbers, and number of pay periods during the PAGA Period, as available and calculable, for all PAGA Members, which Defendant will diligently and in good faith compile from its records. To be eligible as a pay period, the PAGA Member must have worked at least one (1) shift during that pay period.

20. “PAGA Period” means the period from February 25, 2023, through the date that the Court enters an order approving the Settlement and entering Final Judgment.

21. “Plaintiff’s Counsel” means Nazo Koulloukian of Koul Law Firm, APC, and Sahag Majarian of Majarian Law Group, APC.

22. “Release” means Plaintiff’s agreement, in consideration of Defendant’s promises and agreements as set forth herein, to fully release and discharge the Released Parties from any and all Released Claims.

23. “Released Claims” means all claims for civil penalties under PAGA arising from the same facts and/or claims alleged in the Action, or related to claims that were pled or that could have been pled under PAGA in the Action, that accrue through the date the Court enters its order approving this Settlement. This includes, without limitation: (A) claims under California Labor Code §§ 96, 98, 98.6, 200, 201-203, 204, 208, 210, 210.6, 212, 216, 218.5, 218.6, 221-223, 226, 226(e)(1), 226.2, 226.3, 226.7, 227.3, 232, 232.5, 245-248.6, 404, 432, 432.3, 432.5, 432.6, 432.7, 510, 511, 512, 558, 558.1, 1024.5, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 1527, 2699(f)(2), 2699(f)(2)(A), 2699(k)(1), 2802, 2810.5, 3366, 3457, 6300, 6427, 6427(a), 6428, 6429, 6429(a)(1), 6430(a), and 8397.4 California Code of Regulations, Title 8 section 11050 *et seq.*, and any other applicable Industrial Welfare Commission (“IWC”) Wage Orders, for failure to pay for all hours worked, including overtime and double-time and failure to pay overtime at the regular rate of pay; failure to pay minimum wage; failure to provide rest breaks and cool-down rest periods and to pay rest break premiums at the regular rate of pay; failure to provide meal periods and to pay meal period premiums at the regular rate of pay; failure to provide safe working conditions; failure to reimburse for required business expenses; failure to pay wages due upon termination (including Paid Sick Leave and vacation pay/Paid Time Off); failure to provide accurate wage statements and violation of recordkeeping requirements; unlawful deduction of wages by issuing advances on wages due; failure to comply with the Wage Theft Prevention Act; failure to reimburse deposits made (including for uniforms); failure to provide proper Paid Sick Leave under California Labor Code § 245 and to pay out Paid Sick Leave at the regular rate of pay; failure to timely pay wages due during employment; failure to provide temporary workers with owed wages by the regular payday; failure to provide suitable seating; unlawful restrictions on disclosing wages and skills, knowledge, and experience obtained from jobs to prospective employers; unlawful restrictions on whistleblowing; unlawful restrictions on free speech; failure to provide adequate and readily available sanitation facilities; unlawful background checks; unlawful reliance on salary history information for applicants; and unlawful confidentiality restrictions, including as to wages and working conditions; (B) all claims that Defendant is liable for the attorneys’ fees and costs incurred in the prosecution of this Action on behalf of the PAGA Members; (C) all claims that Defendant is liable for any other remedies, penalties, or interest based on the facts alleged in the Action; and (D) all claims that Plaintiff and/or

the PAGA Members may have against the Released Parties relating to the payment, taxation, and allocation of attorneys' fees and costs to Plaintiff's Counsel pursuant to this Settlement Agreement. The period of the release shall extend to the limits of the PAGA Period. The *res judicata* effect of the judgment will be the same as that of the Release. Other than Plaintiff (who has agreed to release individual claims against Defendant as provided in Section D), "Released Claims" does not include a release of individual claims the PAGA Members may have against the Released Parties. However, "Released Claims" does include a release of all individual PAGA claims (as defined above in this paragraph) the PAGA Members have against the Released Parties.

24. "Released Parties" means Defendant and its past, present and future parents, affiliates, subsidiaries, divisions, predecessors, successors, partners, joint venturers, affiliated organizations, shareholders, insurers, reinsurers and assigns, and each of their past, present and future officers, directors, trustees, agents, employees, attorneys, contractors, representatives, benefits plans sponsored or administered by the Released Parties, divisions, units, and branches, and any other persons or entities acting on behalf of or in concert with any of the foregoing or any persons who Defendant has an obligation to indemnify on account of the Released Claims.

25. "Representative Enhancement Award" means such compensation as the Court may award to Plaintiff for his efforts during the Action, which shall not exceed Ten Thousand Dollars and No Cents (\$10,000.00).

26. "Settlement Administrator" means Atticus Administration LLC, the third-party settlement administrator agreed upon by the Parties and appointed by the Court for the purposes of administering this Settlement. The Parties each represent that they have selected a Settlement Administrator that they do not have any financial interest in or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

27. "Settlement Administration Costs" means the amount from the Gross Settlement Amount which shall be allocated, subject to the Court's approval, to the Settlement Administrator for services rendered in administering the Settlement, and which shall not exceed Seven Thousand Dollars and No Cents (\$7,000.00).

28. "Settlement Approval" means the settlement approval order and Final Judgment that will be entered by the Court.

29. "Settlement Fund Account" means the bank account established by the Settlement Administrator pursuant to the terms of this Settlement Agreement, from which all monies payable under the terms of this Settlement shall be paid, as set forth herein.

30. "Total Bi-Weekly Pay Periods" means the total number of bi-weekly pay periods worked by all PAGA Members during the PAGA Period.

31. "Void Date" means the 181st day after issuance of Individual Settlement Payment checks to PAGA Members, upon which the Individual Settlement Payment checks will no longer be valid and negotiable.

B. Consideration

1. No Admission of Liability. Defendant has contended and continue to contend that the allegations in the Action have no merit and do not give rise to liability. Defendant specifically denies all of the allegations in the Action. This Settlement Agreement is a compromise of disputed claims. Nothing contained in this Settlement Agreement, no documents referred to herein, and no action taken to carry out the terms of this Settlement Agreement may be construed or used as an admission by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever.

2. Monetary Settlement Components. Provided that the Court approves the Settlement and the Effective Date occurs, Defendant will pay the Gross Settlement Amount. Defendant will deposit the Gross Settlement Amount into the Settlement Fund Account, which shall be administered by the Settlement Administrator. All amounts to be paid pursuant to this Settlement Agreement shall be paid out of the Settlement Fund Account.

- a. Attorneys' Fees. In full satisfaction of all claims Plaintiff or Plaintiff's Counsel may have for attorney's fees arising out of the Action, the Parties agree that Plaintiff's Counsel will ask the Court for an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount, which currently amounts to Two Hundred Sixty-Two Thousand Five Hundred Dollars and No Cents (\$262,500.00). Defendant will not oppose a request made by Plaintiff for an award of Attorneys' Fees within this amount. The Attorneys' Fees to be awarded to Plaintiff is subject to the approval of the Court and will be paid only from the Gross Settlement Amount. Any portion of the Attorneys' Fees not awarded to Plaintiff's Counsel will be added to the Net Settlement Amount. Plaintiff understands and agrees that this Settlement Agreement shall remain in full force and effect even if the full amount of Attorneys' Fees identified herein is not awarded by the Court. However, Plaintiff's Counsel retains their right to appeal any decision by the Court regarding the Attorneys' Fees.
- b. Attorneys' Costs. In full satisfaction of all claims Plaintiff or Plaintiff's Counsel may have for litigation costs and expenses arising out of the Action, the Parties agree that Plaintiff's Counsel will ask the Court for an amount not to exceed Twenty-Five Thousand Dollars and No Cents (\$25,000.00) from the Gross Settlement Amount as Attorneys' Costs. Defendant will not oppose a request made by Plaintiff for an award of Attorneys' Costs within this amount. The Attorneys' Costs to be awarded to Plaintiff is subject to the approval of the Court and will be paid only from the Gross Settlement Amount. Any portion of the Attorneys' Costs not awarded to Plaintiff's Counsel will be added to the Net Settlement Amount. Plaintiff understands and agrees that this Settlement Agreement shall remain in full force and effect even if the full amount of Attorneys' Costs identified herein is not awarded by the Court. However, Plaintiff's Counsel retains their right to appeal any decision by the Court regarding the Attorneys' Costs.

- c. Representative Enhancement Award. Plaintiff may request an award not to exceed Ten Thousand Dollars and No Cents (\$10,000.00) as a Representative Enhancement Award that will be paid from the Gross Settlement Amount. Defendant will not oppose a request by Plaintiff for a Representative Enhancement Award that is within this amount. The Representative Enhancement Award is in addition to the payment that Plaintiff is entitled to from the Net Settlement Amount. Any portion of the Representative Enhancement Award not awarded to Plaintiff will be added to the Net Settlement Amount. Plaintiff understands and agrees that this Settlement Agreement shall remain in full force and effect even if the full amount of the Representative Enhancement Award identified herein is not awarded by the Court. The Representative Enhancement Award shall not be subject to tax withholding and Plaintiff will receive an IRS Form 1099 for that payment.
- d. Settlement Administration Costs. A maximum of Seven Thousand Dollars and No Cents (\$7,000.00) from the Gross Settlement Amount will be allocated and paid to the Settlement Administrator. The Settlement Administration Costs to be paid to the Settlement Administrator are subject to the Court's approval and will be paid only from the Gross Settlement Amount. Any portion of the Settlement Administration Costs identified herein not ordered paid to the Settlement Administrator will be added to the Net Settlement Amount.
- e. Net Settlement Amount. Seventy-five percent (75%) of the Net Settlement Amount will be paid to the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the PAGA Complaint in the Action with respect to PAGA Members. The remaining twenty-five percent (25%) of the Net Settlement Amount will be paid to all PAGA Members pursuant to the calculation method set forth in Section C(13), below.

3. PAGA Members' Release. Upon the Effective Date, Plaintiff, on behalf of all PAGA Members, and the State of California will release the Released Parties from the Released Claims during the PAGA Period. PAGA Members may discover facts in addition to those they now know or believe to be true with respect to the subject matter of the Released Claims, but upon the Effective Date, PAGA Members shall be deemed to have, and by operation of the Settlement Approval shall have, fully, finally, and forever settled and released any and all of the Released Claims during the PAGA Period, without regard to the subsequent discovery or existence of such different or additional facts. PAGA Members agree not to sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released Claims during the PAGA Period. It is the intent of the Parties that the Settlement approval order and Final Judgment entered by the Court shall have full *res judicata* effect and be final and binding upon PAGA Members regarding the Released Claims during the PAGA Period.

C. Settlement Administration Procedures

1. Settlement Approval Motion. Following full execution of this Settlement Agreement, Plaintiff will promptly request a hearing before the Court to seek approval of the Settlement on a date mutually available to Defendant. In conjunction with such hearing, Plaintiff's Counsel will present this Settlement Agreement to the Court with a written motion for an order (a) approving and incorporating by reference the terms and conditions of the Settlement Agreement, (b) retaining jurisdiction over the parties under Code of Civil Procedure Section 664.4 to enforce the Settlement Agreement, and (c) dismissing the entire Action with prejudice. Plaintiff's Counsel will be primarily responsible for drafting all documents necessary to obtain the above order and shall provide drafts of such documents for review by Defendant's counsel prior to the filing of same. Defendant will not oppose Plaintiff's motion for Settlement Approval unless the motion is inconsistent with the terms set forth in this Settlement Agreement.

2. No Right of PAGA Member to Object or Opt-Out. The Parties agree there is no statutory right for any PAGA Member to object, opt out or otherwise exclude himself or herself from the Settlement. Nor is there any right for any PAGA Member to dispute the value of the Individual Settlement Payment provided to them under this Settlement. Except as otherwise stated, Plaintiff will vigorously defend against any attempt by any PAGA Member or by any entity or agency to intervene in this matter or object to/opt-out of this settlement. The Parties further agree there is no right or opportunity for any PAGA Member to appeal the approval of the Settlement by the Court. The Parties will jointly defend against any appeal taken by any PAGA Member of the Court's approval of the Settlement.

3. LWDA Notice. Pursuant to California Labor Code § 2699(l)(2), Plaintiff's Counsel will provide a copy of this Settlement to the LWDA concurrently with the filing of the motion for Settlement Approval. Plaintiff's Counsel will also file a declaration in support of the motion for Settlement Approval confirming that they have submitted the Settlement to the LWDA in compliance with Labor Code § 2699(l)(2). Pursuant to California Labor Code § 2699(l)(3), a copy of the Court's judgment and any other order issued in connection with this Settlement Agreement shall be submitted by Plaintiff to the LWDA within ten (10) calendar days after entry of the judgment or order.

4. Judgment and Continued Jurisdiction. The Parties expressly request that, after entry of Final Judgment, the Court retain continuing and exclusive jurisdiction under Code of Civil Procedure Section 664.6 for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement Agreement; (b) matters relating to the administration of the Settlement; and (c) such post-judgment matters as may be appropriate under Court rules or as set forth in this Settlement Agreement.

5. Settlement Administrator. The Parties will retain Atticus Administration LLC as the Settlement Administrator, subject to approval by the Court, to administer this Settlement. The Settlement Administrator will be responsible for: establishing the Settlement Fund Account; calculating Individual Settlement Payments; preparing, printing, and mailing the Individual Settlement Checks and accompanying Notice to PAGA Members; disbursing payment of

Attorney's Fees and Attorney's Costs to Plaintiff's Counsel; disbursing the Representative Enhancement Payment to Plaintiff; disbursing payment to the LWDA consisting of seventy-five percent (75%) of the Net Settlement Amount; printing and providing PAGA Members, Plaintiff, and Plaintiff's Counsel with IRS Forms 1099 as required under this Settlement Agreement and applicable law; providing a due diligence declaration for submission to the Court upon completion of the terms of the Settlement; and for such other tasks as the Parties mutually agree or the Court orders. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities, and shall not mail any payments to Plaintiff, the LWDA, Plaintiff's counsel or any PAGA Member unless and until the Settlement Administrator receives approval by the Parties to do so. Any legally mandated tax reports, tax filings, or other tax documents required by the administration of this Settlement shall be prepared by the Settlement Administrator. Any expenses incurred in connection with such preparation shall be part of the Settlement Administration Costs.

6. PAGA Member List. On or before the Effective Date, Defendant will provide the Settlement Administrator with the PAGA Member List, which shall be used solely for the administration of this Settlement and for no other purpose, and which shall not be shared with any persons or entity not employed by the Settlement Administrator and working on the administration of this Settlement. Because PAGA Members' sensitive personal information is included in the PAGA Member List, the Settlement Administrator shall maintain the PAGA Member List securely and in confidence, maintaining the strictest standards of data privacy. Access to the PAGA Member List shall be limited to employees of the Settlement Administrator with a need to use the PAGA Member List for administration of this Settlement. The Settlement Administrator shall permanently delete and destroy all electronic and hard copies of the PAGA Member List in its possession once settlement administration is concluded.

7. Funding of the Settlement. On or before the Funding Date, Defendant shall fund the Settlement by depositing the Gross Settlement Amount into the Settlement Fund Account to be established by the Settlement Administrator.

8. Payment of Attorneys' Fees and Attorneys' Costs. Within ten (10) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Attorneys' Fees and Attorneys' Costs to Plaintiff's Counsel. Plaintiff's Counsel agrees to provide the Settlement Administrator with an executed IRS Form W-9 before payments for Attorneys' Fees and Attorneys' Costs are issued. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff's Counsel for the payments made pursuant to this Paragraph. Defendant's payment of the Attorneys' Fees and Attorneys' Costs to Plaintiff's Counsel shall constitute full satisfaction of the obligation to pay any and all attorney's fees, expenses, and/or costs pertaining to the Action or the settlement of the Action as set forth in this Settlement Agreement.

9. Payment of Representative Enhancement Award. Within ten (10) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Representative Enhancement Award to Plaintiff.

10. Settlement Administration Costs. Within ten (10) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Settlement Administration Costs.

11. Payment to LWDA. Within ten (10) calendar days following the Funding Date, the Settlement Administrator shall issue from the Settlement Fund Account a check payable to the LWDA for seventy-five percent (75%) of the Net Settlement Amount.

12. Individual Settlement Payments. Within ten (10) calendar days following the Funding Date, the Settlement Administrator shall mail the Individual Settlement Payments to the PAGA Members' last known mailing address. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or Social Security number of the PAGA Member involved, and will then perform a single re-mailing. Any check re-mailings will not extend the 180-day period to cash a check. Any checks issued to PAGA Members shall remain valid and negotiable for one hundred and eighty (180) calendar days from the date of their issuance and then shall become void on the 181st day after issuance, *i.e.*, the Void Date. Within fourteen (14) calendar days after the Void Date, any unclaimed funds in the Settlement Fund Account as a result of the failure to cash Individual Settlement Payment checks prior to the Void Date shall be paid by the Settlement Administrator to the LWDA.

13. Calculation of Individual Settlement Payments. All PAGA Members will receive an Individual Settlement Payment. The amount of each PAGA Member's Individual Settlement Payment will be calculated based on the total number of bi-weekly pay periods each PAGA Member worked as a non-exempt hourly employee in California during the PAGA Period. The PAGA Member must have worked one (1) or more shifts in order for a bi-weekly pay period to count as "worked." The Bi-Weekly Value will be calculated once the Net Settlement Amount and Aggrieved Employee Settlement Fund are determined based on the amounts approved by the Court for the Attorneys' Fees, Attorneys' Costs, the Representative Enhancement Award, and Settlement Administration Costs. The Bi-Weekly Value will be the quotient of dividing the Aggrieved Employee Settlement Fund by the Total Bi-Weekly Pay Periods. The Bi-Weekly Value will be rounded to the nearest cent. If there are any settlement funds remaining in the Settlement Fund Account due to rounding the Bi-Weekly Value to the nearest cent, those funds will be paid to the LWDA in addition to the LWDA Payment. The Individual Settlement Payment to each PAGA Member will be determined by multiplying the Bi-Weekly Value and the total number of bi-weekly pay periods each PAGA Member worked as a PAGA Member in California during the PAGA Period.

14. Tax Treatment of Individual Settlement Payments. One hundred percent (100%) of each Individual Settlement Payment shall be allocated to miscellaneous income for which an IRS Form 1099-MISC will issue, if required by law.

15. Administration of Taxes. The Settlement Administrator will be responsible for issuing to Plaintiff, PAGA Members, and Plaintiff's Counsel, IRS Form 1099s or other tax forms as may be required by law for all amounts paid pursuant to this Settlement, and for forwarding all penalties to the appropriate government authorities.

16. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties. Plaintiff's Counsel shall file this declaration with the Court within seven (7) calendar days of receipt.

D. Plaintiff's Release of Claims

1. Release. In consideration for his Representative Enhancement Award, Plaintiff, on behalf of himself and any and all representatives, executors, successors, and assigns, hereby knowingly and voluntarily releases, acquits, and forever discharges the Released Parties from all claims of any nature whatsoever which Plaintiff now has or asserts to have, or which Plaintiff at any time heretofore had, or asserted to have against the Released Parties arising out of or in any way related to any acts, circumstances, facts, transactions, omissions, or other subject matters based on facts occurring prior to the date the Parties execute this Agreement.

This release includes, but is not limited to, the Action and any and all claims concerning any aspect of Plaintiff's employment with or termination from Defendant. The term "claims" includes any claim or cause of action, regardless of the forum in which it may be brought, and includes, but is not limited to, any alleged breach of express or implied contract, breach of the covenant of good faith and fair dealing, breach of any obligation arising out of any law or public policy of the United States of America, the State of California or any other governmental entity, discrimination or harassment on the basis of race, sex, sexual preference, age, national origin, religion, medical condition, disability, marital status, sexual orientation, or otherwise (including but not limited to claims under the Civil Rights Acts of 1866, 1964 and 1991, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the California Fair Employment and Housing Act, any amendments to the foregoing, or any other federal, state, county or local law, ordinance, regulation or order relating to employment), loss of wages, expenses and benefits, claims under the California Labor Code, intentional or negligent infliction of emotional distress, fraud, misrepresentation, defamation, interference with contract or other interests, or any other claims or causes of action for damages of any nature, including without limitation, actual, compensatory, punitive, and liquidated damages, penalties, and attorneys' fees, costs and expenses. Plaintiff also waives and releases to the maximum extent allowed by law all monetary and other relief that may be sought on Plaintiff's behalf by other persons or agencies. However, notwithstanding the foregoing, nothing in this Agreement shall be construed to waive any right that is not subject to waiver by agreement including, without limitation, any claims arising under state workers' compensation law, with the exception of any claim for discrimination, retaliation and/or the recovery of benefits under California Labor Code section 132a, any and all of which are expressly released and waived by this Agreement. Nor shall anything in this Agreement affect the rights and responsibilities of the Equal Employment Opportunity Commission ("EEOC") or Department of Fair Employment and Housing ("DFEH") to enforce the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, as amended, California Fair Employment and

Housing Act or any other applicable law, nor shall anything in this Agreement be construed as a basis for interfering with Plaintiff's protected right to file a timely charge with, or participate in an investigation or proceeding conducted by the EEOC or DFEH, or any other state, federal or local government entity; provided, however, if the EEOC, DFEH, or any other state, federal or local government entity commences an investigation on Plaintiff's behalf, Plaintiff specifically waives and releases his right, if any, to recover any monetary or other benefits of any sort whatsoever arising from any such investigation or otherwise. Additionally, nothing in this Agreement shall waive or restrict Plaintiff's right to testify in an administrative, legislative, or judicial proceeding concerning alleged sexual harassment, where Plaintiff has been required or requested to attend the proceeding pursuant to a court order, subpoena, or formal written request from an administrative agency or the state legislature.

2. Civil Code Section 1542 Waiver. Subject to the exclusions set forth in this Agreement, Plaintiff expressly waives all individual and/or collective rights, if any, whether or not set forth in this Agreement, notwithstanding section 1542 of the California Civil Code, which section Plaintiff has read and which section Plaintiff fully understands. Section 1542 provides as follows:

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.

This waiver is not a mere recital, but is a knowing waiver of rights and benefits. This is a bargained-for provision of this Agreement and is further consideration for the covenants and conditions contained herein.

3. Non-Disparagement. As a material term and condition of the Representative Enhancement Award, except as set forth in California Civil Code section 1670.11 and Code of Civil Procedure section 1001, Plaintiff shall not make any negative or disparaging remarks or comments about Defendant or any of the Released Parties to any person or entity relating to the character, professionalism, reputation or abilities of Defendant, any of the Released Parties, or that otherwise are derogatory of Defendant or any of the Released Parties, either verbally or in writing, including on any social media.

E. Miscellaneous Provisions

1. Pay Periods/Escalator Clause. At the time of mediation, the Parties used extrapolations of actual data to estimate that there were approximately 43,500 pay periods at issue between the start of the PAGA Period and the date of the mediation (April 25, 2025). If it is determined that the number of pay periods during the PAGA Period exceeds 47,850 (43,500 plus 10% of 43,500), then Defendant may elect to either (A) end the PAGA Period on the date on which the number of pay periods reached 47,850, or (B) increase the Gross Settlement Amount in proportion to the increased percentage – for example, if such increase in pay periods were 14% over 43,500 pay periods, the Gross Settlement Amount would increase by 4%.

2. Remedial Measures. As part of this settlement, Defendant has undergone, and will continue to undergo, a review of its policies and practices as to the claims asserted in the Action, and has undertaken and/or will undertake any appropriate changes or revisions of said policies and practices.

3. No Effect on Employee Benefits. Amounts paid to Plaintiff and other PAGA Members pursuant to this Settlement Agreement do not count as earnings or compensation for purposes of any benefits (e.g., 401(k) plans or retirement plans) sponsored by Defendant, if applicable.

4. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Parties are not relying on any statement, representation, or calculation by any of the Parties or by the Settlement Administrator in this regard.

5. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT. Defendant, Defendant’s Counsel, Plaintiff, and Plaintiff’s Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and PAGA Members are not relying on any statement, representation, or calculation by Defendant, Defendant’s Counsel, or by the Settlement Administrator in this regard. Plaintiff and PAGA Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein.

6. Plaintiff Solely Responsible. Plaintiff understands and agrees that he will be solely responsible for the payment of any taxes and penalties assessed on the Representative Enhancement Award and will hold Defendant, Defendant's Counsel, the Released Parties, and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

7. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

8. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

9. Voiding of Settlement. While unanticipated based on the precedent set by *Turrieta v. Lyft, Inc.*, 16 Cal.5th 661 (2024), upon which the Parties are relying, the Parties agree that Defendant has the unfettered, unilateral right to withdraw from this Settlement, upon notice to Plaintiff's counsel, should either of the following occur:

- a. There is a successful intervention in this action, including but not limited to by plaintiff(s) or their attorneys in other pending class and/or PAGA actions against Defendant;
- b. There is a successful objection to the proposed Settlement, including but not limited to a successful objection by the attorneys for the plaintiffs in other pending class and/or PAGA actions against Defendant.

10. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties' settlement terms, and no oral or written 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 the Settlement Agreement and its Exhibits. This Settlement Agreement replaces and supersedes the Term Sheet.

11. Amendment or Modification. This Agreement may be amended or modified only by a formal written instrument signed by counsel for all Parties or their successors-in-interest.

12. Authorization to Enter Into Settlement Agreement. The Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms. The person or persons signing this Settlement Agreement on behalf of Defendant represent and warrant that he/she/they are authorized to sign this Settlement Agreement on behalf of Defendant. Plaintiff represents and warrant that he is authorized to sign this Settlement Agreement and that he has not assigned any claim covered by this Settlement to a third party.

13. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

14. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

15. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

16. Execution and Counterparts. This Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, scanned, and e-mailed copies of the signature page, will be deemed to be one and the same instrument. Additionally, the Agreement may electronically signed, including by DocuSign, pursuant to California Civil Code section 1633.7.

17. Acknowledgement that the Settlement is Fair, Adequate and Reasonable. The Parties believe this Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations facilitated by an experienced wage and hour class action mediator, and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness, adequacy and reasonableness of this Settlement.

18. Waiver of Certain Appeals. In the event the Court grants Approval of this Settlement, the Parties agree to waive appeals concerning this Settlement except as to the right to appeal Attorneys' Fees and/or Costs in the event it is not approved as described above.

19. Captions. The captions and paragraph numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

20. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

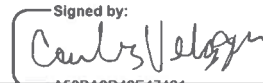
21. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel, and reviewed in full. Further, Plaintiff and Plaintiff's Counsel warrant and represent that there are no liens on the Agreement.

22. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

23. Publicity. The Parties agree that Plaintiff will not communicate the fact of, or the terms of, this Settlement to members of the press, including to Verdicts and Settlements. The Parties and their attorneys also agree not to publish the fact of, or terms of, this Settlement or any related information on their website, for advertising purposes and/or in publication materials generally available to the public.

It is hereby agreed.

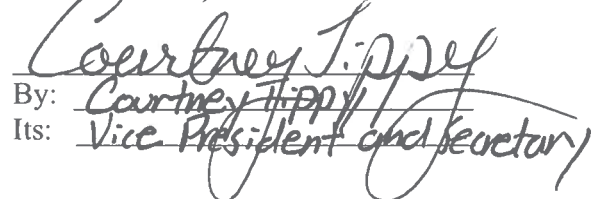
Dated: 8/24/2025

Signed by:


Carlos Velazquez
On his own behalf, on behalf of alleged
Aggrieved Employees, and as representative
of the State of California

Dated: 9/9/25

STERICYCLE, INC.


By: Courtney Tippy
Its: Vice President and Secretary

Approved as to form:

Dated: 8/24/2025

KOUL LAW FIRM, APC

Nazo Koulloukian

5F97388C1D414C7...

Nazo Koulloukian

Attorneys for Plaintiff Carlos Velazquez, on
his own behalf and on behalf of alleged
Aggrieved Employees

Approved as to form:

Dated: Sept. 9, 2025

LITTLER MENDELSON, P.C.



Alaya B. Meyers

Ian G. Robertson

Attorneys for Defendant Stericycle, Inc.

4906-5654-5889.1 / 101491.1010

EXHIBIT A

**NOTICE OF PRIVATE ATTORNEY
GENERAL ACT ("PAGA") SETTLEMENT¹**

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION FROM A LAWYER. PLEASE READ THIS NOTICE CAREFULLY. YOU ARE RECEIVING MONEY IN CONNECTION WITH A COURT-APPROVED SETTLEMENT. THIS NOTICE EXPLAINS WHY YOU ARE RECEIVING MONEY AND HOW IT AFFECTS YOUR RIGHTS.

TO: All individuals employed by Stericycle, Inc. in hourly, non-exempt positions in California at any time from February 25, 2023, through **.**

BASIC INFORMATION

1. What is this settlement about?

This Private Attorney General Act ("PAGA") representative action (the "Action") claims that Defendant Stericycle, Inc. ("Stericycle"): (1) failed pay for all hours worked, including overtime and double-time and failure to pay overtime at the regular rate of pay; (2) failed to pay minimum wage; (3) failed to provide rest breaks and cool-down rest periods and to pay rest break premiums at the regular rate of pay; (4) failed to provide meal periods and to pay meal period premiums at the regular rate of pay; (5) failed to provide safe working conditions; (6) failed to reimburse for required business expenses; (7) failed to pay wages due upon termination (including Paid Sick Leave and vacation pay/Paid Time Off); (8) failed to provide accurate wage statements and violation of recordkeeping requirements; (9) unlawfully deducted wages by issuing advances on wages due; (10) failed to comply with the Wage Theft Prevention Act; (11) failed to reimburse deposits made (including for uniforms); (12) failed to provide proper Paid Sick Leave under California Labor Code § 245 and to pay out Paid Sick Leave at the regular rate of pay; (13) failed to timely pay wages due during employment; (14) failed to provide temporary workers with owed wages by the regular payday; (15) failed to provide suitable seating; (16) placed unlawful restrictions on disclosing wages and skills, knowledge, and experience obtained from jobs to prospective employers; (17) placed unlawful restrictions on whistleblowing; (18) placed unlawful restrictions on free speech; (19) failed to provide adequate and readily available sanitation facilities; (20) conducted unlawful background checks; (21) unlawfully relied on salary history information for applicants; and (22) maintained unlawful confidentiality restrictions, including as to wages and working conditions.

Stericycle denies all of the alleged violations and denies that it owes any penalties. The Court has not made a ruling on the merits of the case.

¹ Capitalized/defined terms herein that are not otherwise defined in this Notice can be found in the Private Attorneys General Act Settlement Agreement and Release on file with the Court.

2. Why is this a representative action?

In a representative PAGA action, one or more persons called a Representative Plaintiff (in this case Carlos Velazquez) sues on behalf of certain current or former employees who appear to have similar claims, and on behalf of the State of California. All such individuals are referred to as the “Aggrieved Employees.” A court resolves the issues on behalf of all Aggrieved Employees.

3. Why is there a settlement?

The Court hearing this case did not decide in favor of the Representative Plaintiff or the Aggrieved Employees or Stericycle. Instead, the Parties agreed to a settlement. That way, they can avoid the cost of a trial and the Aggrieved Employees can receive compensation. The Representative Plaintiff and his lawyers think that the settlement is in the best interests of the Aggrieved Employees. Stericycle denies that it engaged in any wrongdoing, but agreed to this settlement for various reasons, including to avoid the costs of protracted litigation.

WHO IS IN THE SETTLEMENT?

4. Why am I part of the settlement?

You have been identified as an Aggrieved Employee, and therefore you are part of the settlement, because you worked for Stericycle as a non-exempt, hourly employee in California at any time from February 25, 2023, through *** (the “PAGA Period”).

THE SETTLEMENT BENEFITS – WHAT YOU ARE RECEIVING AND WHY

5. What does the settlement provide and how was my payment calculated?

The settlement provides that Stericycle will pay the total amount of \$750,000, which is the Gross Settlement Amount.

The settlement primarily consists of a payment to California’s Labor and Workforce Development Agency (“LWDA”), as required under PAGA statute, in the amount of seventy-five percent (75%) of the net settlement fund, while the Aggrieved Employees (including you) will receive twenty-five percent (25%) of the Net Settlement Amount, distributed *pro rata* based on number of pay periods worked during the PAGA Period. That payment is currently estimated to be [Amount]. The Net Settlement Amount, out of which the payments to the LWDA and Aggrieved Employees will be paid, is what remains after the attorneys’ fees and costs, service payment to the Representative Plaintiff, and settlement administrator fees, are paid.

The settlement includes a payment to the Representative Plaintiff’s attorneys for the services they have rendered and will render to the Aggrieved Employees in the Action in the amount of \$*** in fees and \$*** in costs.

The settlement also includes a service payment in the amount of \$10,000 to the Representative Plaintiff in recognition of his effort in obtaining the benefits of the settlement for the Aggrieved Employees and for his release of any and all claims he has or may have against Stericycle.

The settlement includes a payment to the Settlement Administrator, Atticus Administration LLC, in the amount of [REDACTED], to issue this Notice and to administer the payment of the settlement funds.

Based on Stericycle's records, it was determined that you worked [REDACTED] pay periods during the PAGA Period (defined as any pay periods in which you worked one (1) or more shifts) as an hourly, non-exempt employee, and you are therefore entitled to receive [\$[REDACTED]] from this settlement.

6. What am I giving up to get a payment?

You are automatically part of the settlement, which means that you cannot sue, continue to sue, or be part of any other lawsuit against Stericycle or the Released Parties. Specifically, it means that you are releasing all claims for civil penalties under PAGA including, without limitation, claims under California Labor Code §§ 96, 98, 98.6, 200, 201-203, 204, 208, 210, 210.6, 212, 216, 218.5, 218.6, 221-223, 226, 226(e)(1), 226.2, 226.3, 226.7, 227.3, 232, 232.5, 245-248.6, 404, 432, 432.3, 432.5, 432.6, 432.7, 510, 511, 512, 558, 558.1, 1024.5, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 1527, 2699(f)(2), 2699(f)(2)(A), 2699(k)(1), 2802, 2810.5, 3366, 3457, 6300, 6427, 6427(a), 6428, 6429, 6429(a)(1), 6430(a), and 8397.4 California Code of Regulations, Title 8 section 11050 *et seq.*, and any other applicable Industrial Welfare Commission ("IWC") Wage Orders, for failure to pay for all hours worked, including overtime and double-time and failure to pay overtime at the regular rate of pay; failure to pay minimum wage; failure to provide rest breaks and cool-down rest periods and to pay rest break premiums at the regular rate of pay; failure to provide meal periods and to pay meal period premiums at the regular rate of pay; failure to provide safe working conditions; failure to reimburse for required business expenses; failure to pay wages due upon termination (including Paid Sick Leave and vacation pay/Paid Time Off); failure to provide accurate wage statements and violation of recordkeeping requirements; unlawful deduction of wages by issuing advances on wages due; failure to comply with the Wage Theft Prevention Act; failure to reimburse deposits made (including for uniforms); failure to provide proper Paid Sick Leave under California Labor Code § 245 and to pay out Paid Sick Leave at the regular rate of pay; failure to timely pay wages due during employment; failure to provide temporary workers with owed wages by the regular payday; failure to provide suitable seating; unlawful restrictions on disclosing wages and skills, knowledge, and experience obtained from jobs to prospective employers; unlawful restrictions on whistleblowing; unlawful restrictions on free speech; failure to provide adequate and readily available sanitation facilities; unlawful background checks; unlawful reliance on salary history information for applicants; and unlawful confidentiality restrictions, including as to wages and working conditions, and any and all interest, attorneys' fees, and costs arising therefrom, during the PAGA Period and through the date the Court grants approval of the Settlement and enters the Final Judgment in this Action. This settlement does not release any individual claims for damages you may have against Stericycle.

YOUR RIGHTS AND OPTIONS AND MORE INFORMATION

7. Can I exclude myself from this settlement?

No. According to settled California law, aggrieved employees do not have the right to opt-out or exclude themselves from PAGA settlements. Therefore, you do not have a statutory right to exclude yourself from the settlement.

8. How do I get more information?

This Notice is just a summary of the proposed settlement. More details are in the Private Attorneys General Act Settlement Agreement and Release that the Court has reviewed and approved. You can get a copy of that document by contacting the Settlement Administrator or Plaintiff's Counsel, or by reviewing it in the Court's file.

Contacting the Settlement Administrator:

[Name]

[Address]

Contacting Plaintiff's Counsel:

Nazo Koulloukian
Koul Law Firm, APC
217 South Kenwood Street
Glendale, CA 91205
Telephone: (213) 761-5484

Sahag Majarian
Majarian Law Group, APC
18250 Ventura Blvd.
Tarzana, CA 91356
Telephone: (818) 609-0807

**DO NOT ADDRESS ANY QUESTIONS ABOUT THIS SETTLEMENT OR THE LITIGATION
TO THE CLERK OF THE COURT OR THE JUDGE.**

4909-8691-3121.1 / 101491.1010