

GURBIR S. GREWAL  
ATTORNEY GENERAL OF NEW JERSEY  
Division of Law  
124 Halsey Street – 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101  
25 Market Street – 7<sup>th</sup> Floor  
P.O. Box 093  
Trenton, New Jersey 08625  
Attorneys for New Jersey Division of Consumer Affairs and  
New Jersey Department of Environmental Protection

**FILED**

APR 25 2019

**Division of Consumer Affairs**

By: Jeffrey Koziar  
Deputy Attorney General  
(973) 648-7819

Ray Lamboy  
Deputy Attorney General  
(609) 376-2789

STATE OF NEW JERSEY  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF CONSUMER AFFAIRS

STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL  
PROTECTION

In the Matter of

STERICYCLE, INC.

Respondent.

Administrative Action

**CONSENT ORDER**

**WHEREAS** this matter was opened by the New Jersey Division of Consumer Affairs, Office of Consumer Protection (“Division”), as an investigation to determine whether violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. (“CFA”), and the Regulations Governing General Advertising, N.J.A.C. 13:45A-9.1 et seq. (“Advertising Regulations”), and by the New

Jersey Department of Environmental Protection ("NJDEP" or the "Department"), as an investigation to determine whether violations of the Solid Waste Utility Control Act, N.J.S.A. 48:13A-1 et seq. ("SWUCA"), and its enacting regulations, specifically, N.J.A.C. 7:26H-5.12 ("Customer Bill of Rights"), have been or are being committed by Stericycle, Inc., as well as by its owners, officers, directors, managers, employees, representatives, and agents ("Stericycle" or "Respondent") (hereinafter referred to as the "Investigation");

**WHEREAS** the Division alleges that Respondent violated the CFA and the Advertising Regulations by, among other things: (1) making Sales solicitations, including written promotional materials, for biomedical waste containers to dentists which misrepresented the applicable EPA medical waste disposal regulations; (2) failing to ensure that authorized individuals were signing contracts on behalf of dentists; and (3) failing to cancel contracts with dentists which had been entered into by unauthorized individuals;

**WHEREAS** the Department alleges that Respondent violated SWUCA and the Customer Bill of Rights by, among other things: (1) failing to respond to customer complaints regarding changes in pricing and other terms of the relationship in a prompt, courteous and efficient manner, N.J.A.C. 7:26H-5.12(c)(5); (2) failing to notify customers in writing at least ten days prior to any increase in the service component of its rate, N.J.A.C. 7:26H-5.12(c)(7); (3) failing to assist customers in selecting the most favorable service to meet the customer's needs at the most reasonable rate, N.J.A.C. 7:26H-5.12(c)(13); and (4) including automatic renewal clauses in its Waste Services Contracts or Agreements which call for an automatic renewal of such contracts or agreements, N.J.A.C. 7:26H-5.12(c)(16);

**WHEREAS** Respondent has denied the allegations;

**WHEREAS** the Division, Department and Respondent (collectively, "Parties") have reached an amicable agreement thereby resolving the issues in controversy and concluding the Investigation without the need for further action, and Respondent has voluntarily cooperated with the Investigation and consented to the entry of the within order without admitting to any alleged violation ("Consent Order") and for good cause shown;

**IT IS ORDERED AND AGREED** as follows:

**1. EFFECTIVE DATE**

1.1 This Consent Order shall be effective on the date that it is filed with the Division or Department, whichever is later ("Effective Date").

1.2 Any obligation imposed by this Consent Order that is beyond that which is required by the CFA, Advertising Regulations, SWUCA, or the Customer Bill of Rights shall only be imposed for a period of five (5) years from the Effective Date.

**2. DEFINITIONS**

As used in this Consent Order, the following words or terms shall have the following meanings, which meanings shall apply wherever the words and terms appear in this Consent Order:

2.1 "Advertisement" shall be defined in accordance with N.J.S.A. 56:8-1(a) for purposes of the CFA, and in accordance with N.J.A.C. 13:45A-9.1 for purposes of the Advertising Regulations. These definitions apply to other forms of the word "Advertisement" including "Advertise" and "Advertised."

2.2 "Affected Consumer[s]" shall refer to those Consumers who purchased the HDDS Black Box Program from Stericycle and who are identified in Exhibit A.

2.3 "Attorney General" shall refer to the Attorney General of the State of New Jersey and the Office of the Attorney General of the State of New Jersey.

- 2.4 "Consumer" shall refer to any Person who is offered Merchandise for Sale.
- 2.5 "EPA" shall refer to the Environmental Protection Agency.
- 2.6 "HDDS Black Box Program" shall refer to Stericycle's Hazardous Drug Disposal Service for hazardous drug wastes.
- 2.7 "Include" and "Including" shall be construed as broadly as possible and shall mean "without limitation."
- 2.8 "Merchandise" shall be defined in accordance with N.J.A.C. 56:8-1(c) and shall include the HDDS Black Box Program
- 2.9 "New Jersey" and "State" shall refer to the State of New Jersey.
- 2.10 "Person" shall be defined in accordance with N.J.A.C. 56:8-1(d).
- 2.11 "Restitution" shall refer to the amount of money spent by and to be returned to each Affected Consumer for the purchase and maintenance of the HDDS Black Box Program.
- 2.12 "Sale" shall be defined in accordance with N.J.S.A. 56:8-1(e). This definition applies to other forms of the word "Sale" including "Sell."
- 2.13 "Services" shall refer to the services offered by Stericycle to healthcare providers including, but not limited to, the HDDS Black Box Program.
- 2.14 "Waste Services Contracts and Agreements" means any written contract or agreement entered into by Stericycle and any Person receiving Services.

### **3. REPRESENTATIONS AND WARRANTIES**

- 3.1 Except with respect to Consumers who are required to properly dispose of hazardous drug waste in accordance with the applicable State or Federal statutes and/or regulations, such as Small Quantity Generators or P-Waste Generators, Respondent represents and warrants that it is not

currently engaged in the Advertisement, marketing, offer for Sale and/or sale of the HDDS Black Box Program to New Jersey Consumers.

3.2 Respondent represents and warrants that its Waste Services Contracts and Agreements utilized in the State of New Jersey all include its standard State of New Jersey Solid Waste Utility Regulation Contract Rider, which conforms to N.J.A.C. 7:26H-5.12(c)(16). The automatic renewal clause of any existing contract or agreement shall be considered void.

3.3 Respondent represents and warrants that any term or terms in its Standard Waste Services Contracts and Agreements used in the State of New Jersey that are, or may be, contrary to those terms contained in its State of New Jersey Solid Waste Utility Regulation Contract Rider are expressly excluded and void.

3.4 Respondent represents and warrants that its Waste Services Contracts and Agreements shall no longer contain clauses that allow it to raise rates without notifying customers in writing at least 10 days in advance, pursuant to N.J.A.C. 7:26H-5.12(c)(7). Respondent represents and warrants that its Waste Services Contracts and Agreements used in the State of New Jersey shall not contain clauses that impose additional charges, penalties or disruption of service on customers who make partial payments on collection service and disposal fees and seek dispute resolution with the Department regarding the amount of the service or pricing issue, in accordance with N.J.A.C. 7:26H-5.12(c)(11).

#### **4. REQUIRED AND PROHIBITED BUSINESS PRACTICES**

4.1 Respondent shall to not engage in any unfair or deceptive acts or practices in the conduct of its business in the State and shall comply with all applicable State and/or Federal laws, rules and regulations, as now constituted or as may hereafter be amended, including the CFA, the

Advertising Regulations, SWUCA and its enacting regulations, including the Customer Bill of Rights.

4.2 Except with respect to Consumers who are required to properly dispose of hazardous drug waste in accordance with the applicable State or Federal statutes and/or regulations, such as Small Quantity Generators or P-Waste Generators, Respondent shall not proactively Advertise, offer for Sale and/or Sell the HDDS Black Box Program in New Jersey.

4.3 In its Advertisement, offer for Sale and/or Sale of Merchandise, Respondent shall accurately state all applicable EPA, NJDEP or other applicable medical waste disposal regulations.

4.4 Respondent shall verify that all contracts for the Sale of Merchandise in the State of New Jersey include a statement, in large bold type, by the signatory of the contract verifying that he or she is an authorized representative of the Consumer and is thereby authorized to enter into the contract and bind the Consumer to its terms.

4.5 Respondent will train customer service representatives within its current customer service center to address the concerns and complaints of New Jersey Consumers. Such representatives shall be trained on the Customer Bill of Rights. Customer service center representatives shall also be instructed that it is a requirement that all solid waste utilities must assist customers in the selection of the rate schedule most favorable for their individual requirements, in accordance with N.J.A.C. 7:26H-4.4(a)(3).

4.6 Respondent shall designate, by position, a representative whom the Department and/or the Division may contact regarding customer complaints submitted to the Department and/or Division concerning Respondent, in accordance with N.J.A.C. 7:26H-5.12(c)(5).

4.7 Respondent shall properly itemize customer bills for Merchandise in accordance with N.J.A.C. 7:26H-4.4(b)(3).

4.8 Respondent shall assist customers in the selection of the most favorable service to meet the customers' needs at the most reasonable rates in accordance with N.J.A.C. 7:26H-5.12(c)(13).

4.9 Respondent shall provide written notification to its customers that waste services in New Jersey are available on a competitive basis and shall include with that notice a copy of the customer bill of rights in accordance with N.J.A.C. 7:26H-5.12(b).

## **5. SETTLEMENT PAYMENT**

5.1 The Parties have agreed to the settlement of the Investigation in the amount of Six Hundred Sixty Two Thousand Eight Hundred and 00/100 Dollars (\$662,800.00) ("Settlement Payment"), to be paid in accordance with Sections 5.1 and 5.2.

5.2 Within sixty (60) days of the Effective Date, out of the Settlement Payment, Respondent shall pay One Hundred Sixty-Two Thousand Eight Hundred and 00/100 Dollars (\$162,800.00) to the Division ("Division Settlement Payment") and Five Hundred Thousand and 00/100 Dollars (\$500,000.00) to the Department ("Department Settlement Payment").

5.3 The Division Settlement Payment is comprised of One Hundred Fifty-Five Thousand and 00/100 Dollars (\$155,000.00) in civil penalties, pursuant to N.J.S.A. 56:8-13, One Thousand Eight Hundred Twenty and 00/100 Dollars (\$1,820.00) in reimbursement of the Division's investigative costs, pursuant to N.J.S.A. 56:8-11, and Five Thousand Nine Hundred Eighty and 00/100 Dollars (\$5,980.00) as reimbursement of the Division's attorneys' fees, pursuant to N.J.S.A. 56:8-19.

5.4 The Department Settlement Payment is comprised of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) in civil penalties, pursuant to N.J.A.C. 7:26H-5.19.

5.5 The Parties agree that the civil penalties are payable to and for the benefit of the State and are not compensation for actual pecuniary loss. Respondent acknowledges that the civil penalties are a nondischargeable debt under 11 U.S.C. §523(a)(7).

5.6 Respondent shall make the Division Settlement Payment by certified or cashier's check, money order, wire transfer or credit card payable to the "New Jersey Division of Consumer Affairs" and forwarded to:

Jeffrey Koziar, Deputy Attorney General  
Consumer Fraud Prosecution Section  
State of New Jersey  
Department of Law and Public Safety  
Division of Law  
124 Halsey Street- 5<sup>th</sup> Floor  
Newark, New Jersey 07101

5.7 Respondent shall make the Department Settlement Payment by certified or a cashier's or certified check payable to the "Treasurer, State of New Jersey" and shall include the attached NJDEP invoices.

5.8 Upon making the Settlement Payment, Respondent shall immediately be fully divested of any interest in, or ownership of, the monies paid and all interest in the monies, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the Division and the Department pursuant to the terms herein.

## **6. AFFECTED CONSUMERS**

6.1 Within sixty (60) days of the Effective Date, Respondent shall notify the Division whether the Affected Consumers have received Restitution. Such notification shall also include the following:

- (a) The name and address of the Affected Consumer;
- (b) Identification of the Restitution provided to the Affected Consumer;

- (c) Copies of all documents evidencing the Restitution; and
- (d) In the event that the Restitution was returned, as undeliverable, the efforts that Respondent has undertaken to locate the Affected Consumer.
- (e) If Respondent is not able to locate any Affected Consumers for purposes of providing Restitution, Respondent shall forward the amount due such Affected Consumers to the Division. The Division shall have sole discretion as to how such funds will be distributed.

6.2 Restitution payments to the Affected Consumers will be accompanied by a general release to be executed by the Affected Consumers releasing Respondent from any and all claims which the Affected Consumer may now have, might have, or could hereafter have against Respondent, of any type or kind, known or unknown, which the Affected Consumer have or may have relating to or arising from Respondent's marketing or sale of the Merchandise. The general release to be executed by the Affected Consumers is attached hereto as Exhibit B

## **7. GENERAL PROVISIONS**

7.1 This Consent Order is entered into by the Parties as their own free and voluntary act and with full knowledge and understanding of obligations and duties imposed by this Consent Order.

7.2 This Consent Order shall be governed by, and construed and enforced in accordance with, the laws of the State.

7.3 The Parties have fully reviewed the terms of this Consent Order and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this Consent Order.

7.4 This Consent Order contains the entire agreement between the Parties. Except as otherwise provided herein, this Consent Order shall be modified only by a written instrument signed by or on behalf of the Parties.

7.5 Except as otherwise explicitly provided in this Consent Order, nothing in this Consent Order shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State.

7.6 If any portion of this Consent Order is held invalid or unenforceable by operation of law, the remaining terms of this Consent Order shall not be affected.

7.7 This Consent Order shall be binding upon the Respondent as well as its owners, officers, directors, shareholders, founders, managers, agents, servants, employees, representatives, successors and assigns, and any entity or device through which it may now or hereafter act, as well as any Persons who have authority to control or who, in fact, control and direct its business.

7.8 This Consent Order shall be binding upon the Parties and their successors in interest. In no event shall assignment of any right, power or authority under this Consent Order be used to avoid compliance with this Consent Order.

7.9 This Consent Order is entered into by the Parties for settlement purposes only. Neither the fact of, nor any provision contained in this Consent Order shall constitute, or be construed as: (a) an approval, sanction or authorization by the Attorney General, the Division, the Department or any other governmental unit of the State of any act or practice of Respondent; and (b) an admission by Respondent that any of its acts or practices described in or prohibited by this Consent Order are unfair or deceptive or violate the CFA, the Advertising Regulations the SWUCA and/or the Customer Bill of Rights. Neither the existence of, nor the terms of this Consent Order, shall be deemed to constitute evidence or precedent of any kind except in: (a) any action or proceeding by one of the Parties to enforce, rescind or otherwise implement or affirm any or all of the terms herein; or (b) any action or proceeding involving a Released Claim (as defined in Section

8) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

7.10 The Parties represent and warrant an authorized representative of each has signed this Consent Order with full knowledge, understanding and acceptance of its terms and that the representative has done so with authority to legally bind the respective Party.

7.11 Unless otherwise prohibited by law, any signatures by the Parties required for entry of this Consent Order may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Consent Order.

7.12 This Consent Order is a public document subject to the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

7.13 The Parties hereby agree to comply with this Consent Order, which shall be fully enforceable as a final agency order in the Superior Court of New Jersey, under R. 4:67 and R. 4:70, or as otherwise authorized pursuant to applicable law. The Parties agree not to contest the terms or conditions of this Consent Order in any action to enforce its provisions.

7.14 Nothing contained in this Consent Order shall limit Respondent's ability to request that the Department or Division amend, modify, or strike any requirement or provision of this Consent Order because of any amendment or modification to the applicable Federal or State statutes or regulations or any other subsequent change to Respondent's business operations or corporate structure.

7.15 Nothing contained in this Consent Order restricts the ability of the Department to raise the facts identified in the above allegations in any proceeding pursuant to N.J.S.A. 13:1E-126 et seq. (commonly referred to as "A901"). However, this Consent Order may not be utilized by the

Department as the sole basis upon which to revoke any license or deny any permit or any other application filed with the Department by Respondent.

## **8. RELEASE**

8.1 In consideration of the payments, undertakings, mutual promises and obligations provided for in this Consent Order and conditioned on Respondent making the Settlement Payment in the manner referenced in Section 5, the Division and Department hereby agree to release Respondent from any and all pending civil claims, Consumer related administrative claims, or Solid Waste Utility related administrative claims, to the extent permitted by State law, which the Division and/or Department knew or should have known could have been brought prior to the Effective Date against Respondent for violations of the CFA, Advertising Regulations, the SWUCA and/or the Customer Bill of Rights, and/or the civil or administrative claims, penalties, or violations that are currently pending, or that the Department or Division had or should have had knowledge of that may have been brought by the Department or Division as of the Effective Date of this Consent Order, pursuant to, including but not limited to, the CFA, Advertising Regulations, the SWUCA and/or the Customer Bill of Rights arising out of the Investigation, or otherwise occurring prior to the date hereof, as well as the matters specifically addressed in this Consent Order ("Released Claims").

8.2 Notwithstanding any term of this Consent Order, the following do not comprise Released Claims: (a) private rights of action, provided, however, that nothing herein shall prevent Respondent from raising the defense of off-set against an Affected Consumer who has received Restitution; (b) actions to enforce this Consent Order; and (c) any claims against Respondent by any other agency or subdivision of the State.

## **9. PENALTIES FOR FAILURE TO COMPLY**

9.1 The Attorney General (or designated representative) shall have the authority to enforce the provisions of this Consent Order or to seek sanctions for violations hereof or both.

9.2 If Respondent fails to make the Settlement Payment in accordance with Section 5, the Department and/or Division may bring a summary action in the Superior Court to collect payment pursuant to R. 4:67-6, R. 4:70 and/or file this Consent Order as a judgment under the CFA, N.J.S.A. 56:8-14 and/or the Penalty Enforcement Law, N.J.S.A. 2A:58-1 et seq. and forwarded to a collection agency.

9.3 The Parties agree that any future violations of the provisions of Sections 4.1 through 4.9 of this Consent Order, the SWUCA and/or the Customer Bill of Rights may result in Respondent being liable for enhanced civil penalties. N.J.A.C. 7:26H-5.15(c).

## **10. COMPLIANCE WITH ALL LAWS**

10.1 Except as provided in this Consent Order, no provision herein shall be construed as:

- (a) Relieving Respondent of its obligation to comply with all State and Federal laws, regulations or rules, as now constituted or as may hereafter be amended, or as granting permission to engage in any acts or practices prohibited by any such laws, regulations or rules; or
- (b) Limiting or expanding any right the Division and/or Department may otherwise have to obtain information, documents or testimony from Respondent pursuant to any State or Federal law, regulation or rule, as now constituted or as may hereafter be amended, or limiting or expanding any right Respondent may otherwise have pursuant to any State or Federal law, regulation or rule, to oppose any process employed by the Division and/or Department to obtain such information, documents or testimony.

## **11. NOTICES UNDER THIS CONSENT ORDER**

12.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Division, Department or Respondent pursuant to this Consent Order shall be sent by United States mail, Certified Mail Return Receipt Requested, or other nationally recognized courier

service that provides for tracking services and identification of the Person signing for the documents.

The notices and/or documents shall be sent to the following addresses:

For the Division:

Jeffrey Koziar, Deputy Attorney General  
Consumer Fraud Prosecution Section  
State of New Jersey  
Department of Law and Public Safety  
Division of Law  
124 Halsey Street – 5<sup>th</sup> Floor  
Newark, New Jersey 07101

For the Department:

Michael Hastry  
Director  
State of New Jersey  
Department of Environmental Protection  
Waste Enforcement, Pesticides and Release Prevention  
401 East State Street  
Trenton, New Jersey 08625

For Respondent:


Dennis M. Toft, Esq.  
Chiesa, Shahinian & Giantomasi, PC  
One Boland Drive  
West Orange, New Jersey 07052

With a Copy to:

Stericycle, Inc.  
28161 N. Keith Drive  
Lake Forest, Illinois 60045  
Attn: General Counsel

IT IS ON THE April DAY OF 25, 2019 SO ORDERED.

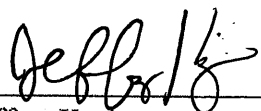
GURBIR S. GREWAL  
ATTORNEY GENERAL OF NEW JERSEY

By:   
PAUL R. RODRIGUEZ, ACTING DIRECTOR  
DIVISION OF CONSUMER AFFAIR

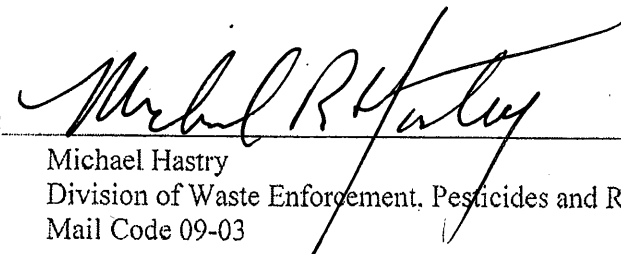
THE PARTIES CONSENT TO THE FORM, CONTENT AND ENTRY OF THIS CONSENT ORDER ON THE DATES BESIDE THEIR RESPECTIVE SIGNATURES.

FOR THE DIVISION:

GURBIR S. GREWAL  
ATTORNEY GENERAL OF NEW JERSEY

By:  Dated: 4/24, 2019  
Jeffrey Koziar  
Deputy Attorney General  
Consumer Fraud Prosecution Section  
124 Halsey Street – 5th Floor  
P.O. Box 45029  
Newark, New Jersey 07101  
(973) 648-7819

FOR THE DEPARTMENT:

By:  Dated: 4/17/19, 2019  
Michael Hastry  
Division of Waste Enforcement, Pesticides and Release Prevention  
Mail Code 09-03

9 Ewing Street  
PO Box 420  
Trenton, NJ 08625-0420

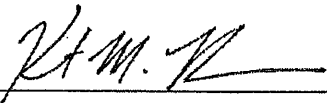
FOR RESPONDENT:

CHIESA, SHAHINIAN & GIANTOMASI, PC

By:  Dated: 4/16/19, 2019  
Dennis M. Toft, Esq.

One Boland Drive  
West Orange, New Jersey 07052  
(973) 530-2014

STERICYCLE, INC.

By:  Dated: 4/15/, 2019  
Kurt M. Rogers  
(Print Name)

EVP : General Counsel  
(Print Title)

28141 N. Keith Dr., Lake Forest IL, 60045  
(Print Address)

## EXHIBIT A

1. Aberdeen Family Dental - (\$1,725)
2. Absecon Family Dental PA (\$1,863)
3. AC Dental (\$1,164)
4. Advanced Dentistry of Summit (\$65)
5. Allied Dental of Old Bridge PA (\$1,863)
6. Altomonte, Jack DMD (\$496.80)
7. Amara Dental of Howell (\$1035)
8. American Dental Centers PA (\$552)
9. Barnes, Jeffrey Dr. (\$512.28)
10. Barrington Dental Association (\$1,920)
11. Birnbaum, Jason Dr. (\$828)
12. Bisignano, Stone & Eckel Medical (\$557.28)
13. Cape May Family Dental (\$1,863)
14. Caring Dentistry for Children (\$1,311)
15. Central Jersey Oral & Maxillofacial (\$7875)
16. Chapel Hill Dental Arts (\$1,449)
17. Cherry Hill Family Dental PA (\$1,863)
18. Clapcich, Robert J. DMD (\$3,024)
19. Clara Baton Professional Dental Group (\$129)
20. Cohen & Schwartz DDS (\$1,290)
21. Community Dental Of Hamilton (\$315)
22. Cosmetic Dental Associates (\$3,091.20)
23. Cross Keys Family Dental PA (\$2,139)
24. David, Lydia DMD (\$289.80)
25. Defabio, Dr EC (\$387)
26. Dental Care of Brigantine (\$464.40)
27. Dentistry At S Brunswick (\$523.20)
28. Dentistry for Children (\$165.75)
29. Dentistry of Haddon (\$372.60)
30. Deptford Family Dental (\$1,863)
31. Discepola, Joseph T DMD (\$897)
32. Discepola, Patrick DDS (\$250)
33. Dr. Sacks, Jones & Oberfeld (\$372.60)
34. Edison Dental 27 PC (\$395)
35. Egan-Lodge, Beth DMD PA (\$2,212)
36. Egg Harbor Family Dental PA (\$1,863)
37. Eisen, Dr. Steven (\$1,559)
38. Ellessawi, Julie DDS (\$124)
39. Elm Court Dental Associates (\$100)
40. Elmer Pediatrics (\$372.60)
41. E-Smile Dental (\$445.40)
42. Fairlawn Dental Associates (\$828)
43. Family Dentistry of Brick (\$372.60)
44. Feldman, Dr. Marc (\$8,852.76)
45. Freeman, Dr. Myron (\$1,422)
46. Fuscaldo, Dr. DDS (\$442.80)
47. Ginter, Daniel T. DMD (\$280.50)

48. Glickman, Steven DDS (\$552)
49. Goodwin, Robert A Jr. DMD (\$1,711.20)
50. Grasso, Daniel DMD (\$2,451.60)
51. Greenberg, Ben DDS (\$207)
52. Greenbrook Family Dental Care (\$1,079.76)
53. Hamilton Township Dental Association (\$483)
54. Harihar, Kumar DDS (\$552)
55. Hazlet Family Dental PA (\$1,863)
56. Howell Family Dental PA (\$1,794)
57. Hudson Park Dental (\$2,920.56)
58. Hunterdon Edodontics (\$496.80)
59. Hunterdon Family Dental PA (\$1,863)
60. Iulo, T.S. DMD (\$1,134)
61. Jackson, Dr. Marie DMD (\$414)
62. Jacobson, Barry DMD (\$496.80)
63. JW Dental (\$375)
64. Karlsberg, Dr. Herbert R (\$1,806)
65. Keck, Dr. (\$553.50)
66. Klohn, Brian DMD (\$132)
67. Korwin, Robert DMD (\$276)
68. Koslowsky, Deymour DDS PA (\$774)
69. Krugman, Gary DMD (\$601.68)
70. Kurpis Cosmetic Dentistry (\$1,341.60)
71. Lake View Dental Associates (\$455.90)
72. Lakewood Family Dental PA (\$1,725)
73. Lee Dental and Facial (\$483)
74. Lenk, Dr. Barbara (\$4,644)
75. Little Egg Dental (\$1,329.52)
76. Little Falls Family Dental (\$1,449)
77. Logan, Robert DMD (\$1,032)
78. Lozier, Dr. Scott (\$267)
79. Manahawkin Family Dental PA (\$1,863)
80. Manolis, Manolakis DMD (\$2,418)
81. Marx, John D DMD (\$149)
82. Maslow, Dr. Scott (\$540)
83. Massenzio, A.J., DMD (\$189)
84. McDermott, Dr. Patrick (\$390)
85. Mercurio, Richard (\$481.80)
86. Mermet, Robert (\$414)
87. Miller Dental Arts, PA (\$69)
88. Millville Family Dental (\$1,863)
89. Minichetti, John DMD (\$1,320)
90. Mollica, Philip MS DMD (\$124.20)
91. Monmouth Family Health Dental (\$596.16)
92. Montville Oral Surgery Associates (\$1,548)
93. Nichols, Sophia DMD (\$298)
94. North Jersey Oral Surgeons (\$421.20)
95. Notchview Dental Group (\$336)
96. Ocean Family Dental (\$897.10)
97. Oral Surgery and Dental Implants (\$475.20)
98. Parsippany Family Dental (\$1,863)

99. Parlavecchio, Marc DDS (\$1,032)
100. Patient First Dentistry Summit (\$1,660)
101. Phillipsburg Endodontics (\$1,863)
102. Phillipsburg Family Dentistry (\$1,863)
103. Piper, Dr. Shawn (\$1,564.80)
104. Piscataway Family Dentistry PA (\$1,863)
105. Premier Oral Surgical Group (\$2,104)
106. Quality Dental Associates (\$897)
107. Rand, Elliot J. DDS (\$786.80)
108. Randolph Center for Oral Surgery (\$13,446)
109. Rathod & Associates PA (\$2,390)
110. Raziano, Dr. John (\$2,133)
111. Red Bank Dental Associates (\$1,290.96)
112. Resnick, Leonard DDS (\$251)
113. Riverside Oral Surgery (\$5,013.22)
114. Rizzo, Gerald V. DMD (\$2,838)
115. Roselle Park Dental Assoc LLC (\$828)
116. Rosenfeld, Jason DMD (\$276)
117. Rosner, Ted M. DMD (\$276)
118. Rotondi, Alan DDS (\$483)
119. Ruvo, Scott DDS & Bodnar DMD (\$1,737.92)
120. Sage Dental (\$690)
121. Salazar Dental LLC (\$293.52)
122. Salvador, Victor DMD (\$69)
123. Sgroi, Charles F DMD (\$366)
124. Sheenan, Carolyn DMD (\$220.80)
125. Shelton Dental PA (\$3,624.13)
126. Shore Family Dental Assoc PA (\$1,863)
127. Silverstrom, David DDS (\$1,741.50)
128. Skurla, Leslie A DMD (\$448)
129. Sloan Dental (\$1,873.08)
130. Smile USA (\$1,449.36)
131. Sofos, Dr. Effie DMD (\$386.40)
132. Somers Point Dental (\$1,266.96)
133. Sosna, Dr. Howard DDS (\$1,548)
134. Star Dental (\$381)
135. Sussman, Dr. Laurence (\$7,785)
136. Sykes, David L (\$485.40)
137. The Perfect Smile (\$922.80)
138. Tuttle, Dr. (\$1,730.40)
139. Universal Dental (\$2,116.08)
140. Universal Dentistry (\$2,139)
141. Upper Deerfield Dental Center (\$1,692)
142. Vallese, Richard DDS (\$1820)
143. Vidal, Lillian DDS LLC (\$69)
144. Vineland Oral Surgeons (\$378)
145. Vitale, John DMD (\$1884)
146. Ward, Dr. Michael T DMD (\$828)
147. Warren Oral Surgery (\$387)
148. Weinberg, Jay DMD (\$129)
149. West Morris Dental Associates (\$1,112)

- 150. Westfield Oral Surgery Associates (\$2,985)
- 151. Willingboro Family Dental PA (\$1,863)
- 152. Wolenski & Verdi DMDs (\$762.75)
- 153. Wortzel, Robert DMD (\$66)
- 154. Ykumar Dental LLC (\$370.20)
- 155. Yudkin, Leo Dr. (\$66)

**EXHIBIT B**

**GENERAL RELEASE**

This General Release ("Release"), dated \_\_\_\_\_, 2019, is executed

BY the Releasor:     (Name of applicable Affected Consumer), referred to as "I" or "me",

TO the Releasee:     Stericycle, Inc., along with any affiliates, referred to as "Stericycle".

1.     Release. Upon accepting the enclosed sum, representing the amount paid by me for Stericycle's Hazardous Drug Disposal Service, also known as, Stericycle's HDDS Black Box Program, and such other valuable consideration given by Stericycle to me, I hereby release, waive, relinquish and forever discharge and give up any and all claims which I may now have, might have, or could hereafter have against Stericycle, of any type or kind, known or unknown, which I have or may have relating to or arising from Stericycle's Hazardous Drug Disposal Service program.

2.     Consideration. The consideration set forth above shall constitute full consideration for making this Release.

3.     Who is Bound. I am bound by this Release, as is anyone who is a successor to my interests or rights. This Release is made for Stericycle's benefit and all who succeed Stericycle's interests or rights.

4.     Signatures. I understand and agree to the terms of this Release as my knowing and voluntary act. In executing this instrument, I represent and warrant that I have full power and authority to execute this instrument and that all approvals and other actions necessary in connection with the effective execution by me have been obtained and are in full force and effect.

[Name of Affected Consumer]

By: \_\_\_\_\_

Name:

Title:



## NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

INVOICE NO.

190336870

## SOLID WASTE

## COMPLIANCE AND ENFORCEMENT

<b>Program Interest</b>	<b>Type of Notice</b>	<b>Amount Due</b>
STERICYCLE INC 1525 CHESTNUT HILL RD MORGANTOWN, PA. 19543 216013	ORIGINAL (NON-INITIAL)	\$ 500,000.00
<b>Billing Date</b>	<b>Due Date</b>	<b>NJEMS Bill ID</b>
04/17/19	06/20/19	000000194779100

Summary	
Total Amount Assessed	500,000.00
Amount Received Before Creating Installment Plan (if installment plans is allowed)	0.00
Amount Transferred To Installment Plan	0.00
Installment Amount	0.00
Total Amount Credited	0.00
Total Amount Debited (Other Than Amounts Assessed)	0.00
<b>Total Amount Due</b>	<b>500,000.00</b>

**REMINDER:**  
 YOU CAN PAY THIS BILL ONLINE WITH A CREDIT CARD OR E-CHECK.  
 GO TO [HTTP://WWW.NJ.GOV/DEP/ONLINE](http://WWW.NJ.GOV/DEP/ONLINE) AND CLICK 'PAY A PAPER INVOICE'.  
 THE SYSTEM WILL ASK FOR THE INVOICE NUMBER THAT IS FOUND AT THE TOP-RIGHT CORNER OF THIS BILL.  
 THERE IS NO FEE FOR PAYING VIA E-CHECK; FOR CREDIT CARD USE, 1.9% OF THE TOTAL + \$1 IS CHARGED.  
 TO PAY BILL BY MAIL SEND A CHECK PAYABLE TO TREASURER-STATE OF NEW JERSEY.  
 WRITE INVOICE NUMBER AND PROGRAM INTEREST NUMBER ON CHECK.  
 RETURN CHECK WITH BOTTOM PORTION OF THIS INVOICE TO THE NJ DEPARTMENT OF TREASURY.  
 IF YOU HAVE QUESTIONS SEE BACK OF INVOICE FOR CONTACT INFORMATION.

See Back Of Page for Billing Inquiries

INVOICE NO.

190336870

D9901F (R 3/14/02)

Let's protect our earth



## NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

INVOICE NO.

190336870

## SOLID WASTE

## COMPLIANCE AND ENFORCEMENT

<b>Program Interest ID</b>	<b>Type of Notice</b>	<b>Billing Date</b>	<b>Due Date</b>	<b>NJEMS Bill ID</b>
216013	ORIGINAL (NON-INITIAL)	04/17/19	06/20/19	000000194779100
				<b>Amount Due</b>
				\$ 500,000.00

For name and/or address  
change, check box and write  
corrections on the back of this  
invoice.

**DO NOT FOLD, BEND OR MARK**Enter the Amount  
of your payment → \$**RETURN THIS PORTION**

with your check made payable to:

TREASURER - STATE OF NEW JERSEY  
and mail to:
 NJ DEPARTMENT OF TREASURY  
 DIVISION OF REVENUE  
 PO BOX 417  
 TRENTON, NJ 08646-0417


H3

 STERICYCLE INC  
 ATTN: MATT HAMMERSTONE  
 4010 COMMERCIAL AVE  
 NORTHBROOK IL 60062-1829

EP1010101010101002010600010311111050000000000031903368707H39

MARY SILLER, SUPERVISOR  
BSWC&E - CENTRAL  
MAIL CODE 09-01  
PO BOX 420  
TRENTON, NJ 08625-0407  
(609) 292-6305  
SOLID WASTE FEES & PENALTIES  
BERGEN, ESSEX, HUDSON, MORRIS,  
PASSAIC, SUSSEX AND WARREN  
COUNTIES

BRIAN PETITT, SUPERVISOR  
BSWC&E - CENTRAL  
MAIL CODE 09-01  
PO BOX 420  
TRENTON, NJ 08625-0407  
(609) 292-6305  
SOLID WASTE FEES & PENALTIES  
HUNTERDON, MERCER, MIDDLESEX,  
MONMOUTH, SOMERSET AND UNION  
COUNTIES

PAT FERRARO, SUPERVISOR  
BSWC&E - SOUTHERN  
MAIL CODE 09-01  
PO BOX 420  
TRENTON, NJ 08625-0407  
(609) 292-6305  
ATLANTIC, BURLINGTON, CAMDEN,  
CAPE MAY, CUMBERLAND,  
GLOUCESTER, OCEAN AND SALEM  
COUNTIES

JOHN BARRY, SECTION CHIEF  
BSWC&E - SUPPORT SERVICES  
MAIL CODE 09-01  
PO BOX 420  
TRENTON, NJ 08625-0407  
(609) 292-6305  
ENTIRE STATE

ROBERT GOMEZ, SUPERVISOR  
BSWC&E-TRANSPORTATION UNIT  
MAIL CODE 09-01  
PO BOX 420  
TRENTON, NJ 08625-0407  
(609) 292-3837  
ENTIRE STATE

D9901B (Rev. 03-14-02)

### REQUESTED CHANGES TO INFORMATION FOR PRIMARY BILLING PARTY

Contact Organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Street Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Postal City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

D9901B



## NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

INVOICE NO.

190336870

## SOLID WASTE

## COMPLIANCE AND ENFORCEMENT

## Program Interest

STERICYCLE INC  
1525 CHESTNUT HILL RD  
MORGANTOWN, PA. 19543  
216013

## Type of Notice

ORIGINAL (NON-INITIAL)

## Amount Due

\$ 500,000.00

## Billing Date

04/17/19

## Due Date

06/20/19

## NJEMS Bill ID

000000194779100

Administrative Consent Order (ACO)  
Negotiated Enforcement Action  
This bill was created by the Assessments Trigger.

## ASSESSMENTS

Start-End Date: 04/17/2019-04/17/2019 Activity: NEA190001

Assessment Type: PENALTY

Regulatory Basis:

Status: Open (Pending Payment)

Amount: \$ 500000.00

Total Amount Assessed: \$ 500,000.00