

WHEREAS, Petitioner is the Commonwealth of Pennsylvania, Office of Attorney General, with offices located 1600 Arch Street, 3rd Floor, Philadelphia, Pennsylvania 19103 and 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120;

WHEREAS, Respondent Republic Services of Pennsylvania, LLC is a Delaware limited liability company registered as a foreign limited liability company with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section (“Corporate Bureau”) with a principal place of business at 3730 Sandhurst Drive, York, Pennsylvania 17406;

WHEREAS, Respondent Republic Services Group of Pennsylvania, LLC is a Delaware limited liability company registered as a foreign limited liability company with the Corporate Bureau with a registered agent of c/o CT Corporation System, 1515 Market Street, Suite 1210, Philadelphia, Pennsylvania 19102;

WHEREAS, Respondent BFI Waste Services of Pennsylvania, LLC is a Pennsylvania limited liability company registered as a limited liability company with the Corporate Bureau with a principal place of business at 372 South Henderson Road, King of Prussia, Pennsylvania 19406;

For purposes of this Assurance of Voluntary Compliance (“Assurance”), Republic Services of Pennsylvania, LLC, Republic Services Group of Pennsylvania, LLC, and BFI Waste Services of Pennsylvania, LLC and any of their subsidiaries operating in the Commonwealth of Pennsylvania shall be referred to herein as “Republic” and/or “Respondents”;

BACKGROUND

WHEREAS, Respondents have engaged in trade or commerce within the Commonwealth by advertising, marketing, offering to sell, selling, and/or providing waste and recycling removal services to Pennsylvania Consumers (as defined herein);

WHEREAS, Respondents provide waste and/or recycling removal services to residential consumers throughout the Commonwealth. Respondents provide services to these consumers under one of three types of arrangements: (1) an agreement with the municipality, township, or borough in which the consumer resides (a "Municipal Customer"), (2) a written customer service agreement between Respondents and the consumer (a "Contract Customer"), or (3) via a residential subscription service ("Subscription Service") wherein the consumer subscribes to monthly or quarterly waste and/or recycling removal services (a "Subscription Customer");

WHEREAS, Contract Customers, receive notice from Respondents of all fees and rates pursuant to a written agreement and all fee and rate increases are governed by that agreement;

WHEREAS, Subscription Customers receive notice of all fees and rates or changes thereto from speaking with customer service representatives, through their invoices and/or through information posted on Respondents' website. Subscription Customers receive their invoices from Respondents on a monthly or quarterly basis;

WHEREAS, Subscription Customers can sign up to receive waste and recycling removal services from Respondents by phone or by completing an online form on Respondents' website;

WHEREAS, Respondents charge their customers various fees associated with its services. These fees include and are related to environmental recovery, fuel recovery, administration, recycling processing, late payments, service interruptions, and container delivery and removal costs;

WHEREAS, the container removal fee covers Respondents' cost to remove, refurbish and repair waste and/or recycling containers Respondents provide to customers when a customer elects to cancel Respondents' services;

WHEREAS, rate and fee charges appear as a line item on Subscription Customers' invoices;

WHEREAS, Respondents include on their invoices an "Important Information" section, which includes notices of fee and/or rate increases, as well as promotional offers;

WHEREAS, based upon its investigation, the Commonwealth believes Respondents' conduct with respect to Subscription Customers violated the Consumer Protection Law, as stated below:

1. In some instances, Respondents' invoices to Subscription Customers directed such consumers to the fee disclosure page on Respondents' website for more information regarding fees and increases thereto. Generally, Respondents provided these notices in reference to increases in environmental recovery, fuel recovery, recycling processing, and/or administrative fees. However, these notices did not specifically advise Subscription Customers that a container removal fee would be assessed upon a cancellation of service.

2. In some instances, Respondents did not provide adequate notice to Subscription Customers that Respondents were going to charge such consumers a container removal fee upon cancellation of services.

3. Certain Subscription Customers who signed up for waste removal services under a Subscription Plan through a form on Respondents' website did not receive adequate notice of the container removal fee at the time of agreement.

4. Certain consumers did not receive adequate notice of the container removal fee at the time of subscribing.

5. In some instances, Respondents failed to sufficiently provide advance notice to Subscription Customers of the container removal fees.

6. In some instances, invoices sent by Respondents to Subscription Customers referenced container removal fees in the following context: "Republic Services offers a variety of containers and dumpsters for all of your large clean up and construction projects. Please call our office at 215-723-0400 for details and pricing. Equipment fees may apply. This consists of fees for cart deliveries, exchanges, and removals." The Commonwealth asserts that this does not constitute sufficient, clear and conspicuous notice.

7. In some instances, Subscription Customers were not given sufficient advance notice that a container removal fee would be charged when they cancelled services. In some instances, Subscription Customers would have to have access to the internet and would have to know where to go to the webpage listed on the invoice in order to realize that the container removal fee was going to be charged upon cancellation. However, in some instances, consumers who went to the fee disclosure page on Respondents' website found that the container removal fee was not listed.

8. In some instances, Subscription Customers who did not know to go to the website or lacked internet access, were not aware of the container removal fee until they were charged for the fee on their invoice.

9. Respondents charged certain Subscription Customers a container removal fee upon cancellation, despite the consumer providing their own waste and/or recycling container(s) while receiving services.

10. Various Subscription Customers complained to the Office of Attorney General that they were never informed and/or were never aware that they would have to pay a container removal fee.

11. In some instances, Respondents sent Subscription Customers non-payment notices and made referrals to collections agencies due to a consumer's refusal to pay and/or non-payment of the container removal fee.

12. In some instances, Subscription Customers who paid the container removal fee did not have the containers removed until weeks after payment.

WHEREAS, the Commonwealth alleges that the above-stated acts and practices violate the Consumer Protection Law, 73 P.S. § 201-1, et seq.

WHEREAS, this Assurance is accepted by the Commonwealth pursuant to Section 201-5 of the Consumer Protection Law in lieu of commencing statutory proceedings under Section 201-4. 73 P.S. §§ 201-4, 201-5;

WHEREAS, Respondents, while disputing many of the allegations above and making no admission of liability, affirm their commitment to comply with the civil laws of the Commonwealth and agree by signing this Assurance to recognize and be bound by any and all obligations, liabilities, responsibilities and encumbrances as set forth in this Assurance.;

SETTLEMENT TERMS

NOW THEREFORE, Respondents agree for themselves, their successors, officers, assigns, agents, employees, Representatives and all other persons acting on their behalf, jointly or individually, directly or indirectly, or through any other entity or business device, as follows:

I. The above recitals are incorporated herein.

II. Definitions

A. "Clear and Conspicuous" or "Clearly and Conspicuously" shall mean:

(i) when referring to a written statement, disclosure, or any other information, that such statement, disclosure, or other information, by whatever medium communicated, (a) is readily noticeable and readable (b) is in readily understandable language and syntax and (c) is in

a type size, font, appearance and location sufficiently noticeable for a person to read and comprehend it, in a print that contrasts with the background against which it appears. If such statement, disclosure, or other information is necessary as a modification, explanation or clarification to other information with which it is presented, it must be presented in reasonable and sufficient proximity to the information it modifies in a manner that is readily noticeable and understandable.

(ii) As to statements, disclosures, or any other information made or presented orally, “Clear and Conspicuous” or “Clearly and Conspicuously” shall mean that such statements, disclosures, or other information shall be delivered (a) in readily understandable language and syntax and (b) in a volume, audibility, and cadence sufficient for the consumer to hear, comprehend, and understand the entire statement, disclosure or such other information.

(iii) As to statements, disclosures, or any other information made or presented on the Internet or other web-based applications or services, in addition to the other requirements stated herein, “Clear and Conspicuous” or “Clearly and Conspicuously” shall mean that such statements, disclosures, or any other information shall be placed in locations on the same webpage if doing so allows for the statement, disclosure, or other information to be readily noticeable and understandable. Such statement, disclosure, or other information shall be (a) sufficiently prominent and readily seen, (b) in text that can be easily read and understood by the reader, and (c) placed on the webpage in a position in reasonable and sufficient proximity to the offer, term or limitation such that it is readily noticeable and understandable.

Further, a disclosure of information is not Clear and Conspicuous if, among other things, it is obscured by the background against which it appears, or the net impression of the statement, disclosure, or other information is inconsistent with, contrary to, or in mitigation of the

disclosure itself. Statements of limitation must be set out in reasonable and sufficient proximity to the benefits described such that they are readily noticeable, readable and understandable or with appropriate captions of such prominence that statements of limitation are not minimized, rendered obscure, presented in an ambiguous fashion, or intermingled with the context of the statement so as to be confusing or misleading.

B. The **“Effective Date”** of this Assurance shall mean the date of its filing with the Court.

C. **“Material,” “Material fact(s),” “Material condition(s),” “Material term(s),”** or any similar phrase or combination of words or phrases is any fact, condition or term that, if known and understood, would be likely to affect a person’s decision or conduct regarding goods or services or be likely to affect a person’s choice of goods or services.

D. **“Pennsylvania Consumer(s)”** is a Subscription Customer who after January 1, 2014 subscribed for Subscription Service with any of the Respondents for residential waste and recycling removal services to be provided to or for that consumer for a residential property located in the Commonwealth of Pennsylvania. Respondent represents that container removal fees were not charged prior to January 1, 2014.

E. **“Representatives”** shall mean Respondents’ employees, affiliates, agents and any and all other persons or individuals, who are involved in any way with entering into contracts or agreements with Pennsylvania Consumers and/or who have responsibility for residential Subscription Plan billing, collections and/or customer service issues arising from residential waste and recycling removal services performed within the Commonwealth of Pennsylvania.

III. Injunctive and Affirmative Relief

A. Respondents shall comply with the Consumer Protection Law, and any amendments thereto, 73 P.S. § 201-1, et seq.;

B. At the time of subscribing a Subscription Customer or sending an invoice to Subscription Customers related to the provision of residential waste and recycling removal services, Respondents shall Clearly and Conspicuously disclose to such consumers Material terms and conditions of the Subscription Plan, including, but not limited to:

1. The term of the Subscription Service and the residential waste and recycling removal services that will be provided;
2. The frequency and amounts of all charges which must be paid by Subscription Customers for the residential waste and recycling removal services provided;
3. All Material information on applicable charges, costs and/or fees which Subscription Customers must pay which are associated in any way with the provisions of residential waste and recycling removal services, including but not limited to, environmental, fuel recovery, administration, recycling processing, late payments, service interruptions and container delivery and/or removal; and
4. All Material information necessary for a consumer to cancel the Subscription Service, including, related charges, costs and/or fees and any container removal fees and charges.

At the time of subscribing a Subscription Customer over the phone for the provision of residential waste and recycling removal services, Respondents shall Clearly and Conspicuously provide the above referenced disclosures to the Subscription Customer by directing him/her to

Respondents' Service Terms for Residential Customers webpage

(<https://www.republicservices.com/customer-support/residential-service-terms>) in the event that the Subscription Customer asks for such disclosures to be sent to him/her in writing. In the event that the Subscription Customer states that he/she does not have access to the internet, then the Subscription Customer will be informed that such disclosures will be included on the invoice that he/she will be receiving from Respondents.

C. Respondents shall give Clear and Conspicuous notice to existing and/or new Pennsylvania Consumers in writing of base service rate, charge, cost and/or fee increases or changes at least thirty (30) days prior to the effective date of the base service rate, charge, costs and/or fee increase or change, and give the consumer the right to cancel or terminate the contract or agreement in the event there is such an increase or change. Respondents shall not charge consumers any cancellation fee or charge as a result of the consumer cancelling or terminating the contract or agreement after such increase or change.

D. In the event that Respondents acquire customers of an existing company due to the acquisition of such company who will be treated as Subscription Customers, Respondents shall give Clear and Conspicuous notice in writing to those consumers of such acquisition and all terms and conditions to which such customers will be bound, including but not limited to base service rates, charges, costs, fee increases or changes, and cancellation policies. Such notice can be given with the first invoice sent to such consumers. In the event that such consumers cancel or terminate the contract or agreement within forty-five (45) days after receiving their first invoice, Respondents shall not charge such consumers any cancellation fee or charge.

E. With regards to the requirements stated in Sections III.B., C. and D. herein above, to the extent that Respondents do not have such procedures and requirements currently in place,

Respondents shall implement such procedures and requirements within ninety (90) days of the Effective Date of this Assurance.

F. Respondents shall not bill or collect monies from Subscription Customers for residential waste and recycling removal services which are not owed pursuant to the terms and conditions of the Subscription Service provided to Pennsylvania Consumers. If a mistake is made in this regard, Respondents shall take prompt remedial steps to correct the mistake.

G. Respondents shall make its Representatives aware of the terms and conditions of this Assurance and shall maintain measures reasonably necessary to train their Representatives and to monitor the performance of their duties properly to assure compliance with this Assurance.

H. Respondents shall investigate complaints they receive from Pennsylvania Consumers or the Commonwealth, pertaining to Respondents' business practices in Pennsylvania.

IV. Monetary Relief

A. Respondents shall pay to the Commonwealth of Pennsylvania, Office of Attorney General, the total amount of Ninety-Five Thousand Two Hundred Forty Six and 12/100 Dollars (\$95,246.12) ("Required Payment"), to be allocated in the following manner:

1. **Restitution** in the amount of Two Hundred Forty Six and 12/100 Dollars (\$246.12) pursuant to Section 201-4.1 of the Consumer Protection Law to be distributed by the Commonwealth of Pennsylvania, Office of Attorney General, for Subscription Customers who filed complaints with the Pennsylvania Office of Attorney General prior to the Effective Date of this Assurance and who are entitled to such restitution as a result of Respondents' conduct as determined by the Commonwealth. The amount, timing and

manner of distribution of restitution to these consumers shall be in the sole discretion of the Commonwealth;

2. **Civil Penalties** in the amount of Eighty Thousand and 00/100 Dollars (\$80,000.00) to be distributed to the Commonwealth of Pennsylvania, Department of Treasury; and

3. **Costs of Investigation** in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00) to be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, to reimburse the costs incurred in pursuing this enforcement action, and shall be deposited into an interest-bearing account from which both principal and interest shall be expended for public protection and educational purposes.

B. **Additional Restitution** – In addition to the Required Payment, Respondents shall pay to the Commonwealth an additional amount totaling Twenty Thousand and 00/100 Dollars (\$20,000.00) (“Additional Restitution”) which amount shall be used by the Commonwealth to provide restitution to any and all additional Subscription Customers (1) who file complaints with the Pennsylvania Office of Attorney General or the Respondents within forty-five (45) days after the Effective Date of this Assurance or (2) who have filed complaints with the Pennsylvania Office of Attorney General prior to the Effective Date of this Consent Petition but have not been included in the above referenced Restitution amount, as noted and defined below (“Additional Restitution”):

1. Any claim, complaint, or restitution request that is postmarked by the forty-fifth (45th) day after the Effective Date of this Assurance shall be deemed timely. Any such claims, complaints, or restitution requests made directly to Respondents shall be forwarded within ten (10) days of their receipt by Respondents to the Commonwealth

to the attention of John M. Abel, Senior Deputy Attorney General, Pennsylvania Office of Attorney General, 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120.

2. Restitution shall be paid to Subscription Customers who demonstrate to the satisfaction of the Commonwealth that they were harmed by the conduct of Respondents occurring prior to the Effective Date of this Assurance and which conduct is of the nature alleged in this Assurance.

3. In the event that the total amount of claims made by the additional Subscription Customers who file complaints with the Pennsylvania Office of Attorney General or the Respondents within forty-five (45) days after the Effective Date of this Assurance is in excess of the amount of Additional Restitution paid by Respondents under Section IV.B. above, then a pro-rata distribution will be made by the Commonwealth to such Subscription Customers making such claims. In the event that the total amount of said claims made by the additional Subscription Customers is less than the amount of Additional Restitution paid by Respondents under Section IV.B. above, then any remaining and undistributed amount of Additional Restitution shall be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, to reimburse the costs incurred in pursuing this enforcement action, and shall be deposited into an interest-bearing account from which both principal and interest shall be expended for public protection and educational purposes. The amount, timing and manner of distribution of the Additional Restitution to these consumers shall be in the sole discretion of the Commonwealth.

4. Respondents agree to fully cooperate with the Commonwealth and shall supply the Commonwealth with any and all information and documents requested by the

Commonwealth, within ten business (10) days of the request, with regard to any Subscription Customers who submit claims, complaints, or restitution requests within the aforementioned forty-five (45) day period. Respondents may request an extension of time from the Commonwealth in writing within which to respond to the information and documents requested. Such an extension shall not be unreasonably withheld by the Commonwealth.

C. Payment Terms

1. Respondents shall pay the Required Payment of Ninety Five Thousand Two Hundred Forty Six and 12/100 Dollars (\$95,246.12) to the Commonwealth within ten (10) business days after the parties' full execution of this Assurance.

2. In addition, Respondents shall pay to the Commonwealth the Additional Restitution in the amount of Twenty Thousand and 00/100 (\$20,000.00) within ten (10) business days after the parties' full execution of this Assurance.

3. Payments shall be made by certified check, attorney's check or electronic funds transfer per wiring instructions to be provided by the Pennsylvania Office of the Attorney General. Any check shall be made payable to the Commonwealth of Pennsylvania, and forwarded to John M. Abel, Senior Deputy Attorney General, Pennsylvania Office of Attorney General, 15th Floor, Strawberry Square, Harrisburg, Pennsylvania 17120.

V. Exclusions and Respondents' Defenses

A. The terms and provisions of this Assurance, and Respondents' obligations thereunder apply to Respondents' Subscription Customers only, and specifically do not cover Respondents' Municipal Customers, Contract Customers or commercial / business customers.

B. Pursuant to Section 201-5 of the Consumer Protection Law, this Assurance shall not be considered an admission by Respondents of a violation of the Consumer Protection Law for any purpose. 73 P.S. § 201-5.

C. Neither the fact of, nor any provision contained in this Assurance nor any action taken hereunder shall constitute or be construed as an admission by Respondents that any of their acts or practices described in, required in, or prohibited by this Assurance were or are unfair or deceptive or violate the Consumer Protection Law, 73 P.S. § 201-1, et seq. This Assurance is not intended, and shall not be deemed, to constitute evidence or precedent of any kind in any judicial proceeding or action other than a proceeding or action by a party to this Assurance to enforce, rescind or otherwise implement or affirm any or all of the Assurance's terms.

D. Notwithstanding any of the terms of this Assurance, nothing herein shall prevent Respondents from raising the defense of set-off against any Subscription Customer who has received Restitution or Additional Restitution pursuant to the terms of this Assurance or any other defense against any Subscription Customer who received either form of restitution.

VI. Miscellaneous Terms

A. This Court shall maintain jurisdiction over the subject matter of this Assurance and over the Respondents to enforce its terms.

B. Nothing in this Assurance shall be construed to waive any individual right of action by a consumer or a local, state, federal or other governmental entity.

C. Time shall be of the essence regarding Respondents' obligations under this Assurance.

D. Any failure to the Commonwealth to exercise any of its rights under this Assurance shall not constitute a waiver of its rights under this Assurance.

E. Respondents agree to execute and deliver all authorizations, documents and instruments necessary to carry out the terms and conditions of this Assurance, whether required prior to, contemporaneous with, or subsequent to its execution.

F. Respondents understand and agree that if any false statement in or related to this Assurance has been made on its behalf, such statement is made pursuant to and under penalty of 18 Pa.C.S. § 4904, relating to unsworn falsifications to authorities.

G. The undersigned representatives of each Respondent hereby states that they are authorized to enter into and execute this Assurance on behalf of each Respondent.

H. This Assurance may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this Assurance may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof.

I. This Assurance sets forth all of the promises, covenants, agreements, conditions and understandings between the parties, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied relating to the subject matter of this Assurance. There are no representations, arrangements, or understandings, oral or written, between the Parties relating to the subject matter of this Assurance that are not fully expressed herein or attached hereto. Each party specifically warrants that this Assurance is executed without reliance upon any statement or representation by any other party hereto, except as previously stated in this Assurance.

J. Respondents agree by the signing of this Assurance that they shall abide by each of the aforementioned provisions and the breach of any one of these terms shall be sufficient

warrant for the Commonwealth of Pennsylvania to petition this Court, or any court of competent jurisdiction, to seek the penalties provided under Section 201 -8(a) of the Consumer Protection Law, 73 P.S. § 201-8(a), and to seek any other equitable relief which the Court deems necessary and proper, up to and including forfeiture to the right to engage in trade or commerce within the Commonwealth of Pennsylvania.

K. If any clause, provision or section of this Assurance shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Assurance and the Assurance shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.

L. Respondents shall not represent or imply that the Commonwealth acquiesces in, or approves of, Respondents' past or current business practices, efforts to improve their practices, or any future practices that Respondents may adopt or consider adopting.

WHEREFORE, intending to be legally bound, the parties have hereto set their hands and seals.

(SIGNATURES ON FOLLOWING PAGES)

For the Petitioner:

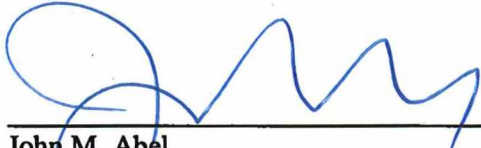
**COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL**

JOSH SHAPIRO
Attorney General

Date: _____

3-31-22

By: _____


John M. Abel
Senior Deputy Attorney General PA
Attorney I.D. No. 47313
Office of Attorney General
15th Floor, Strawberry Square
Harrisburg, Pennsylvania 17120
Email: jabel@attorneygeneral.gov
Phone: (717) 783-1439

For the Respondents:

**REPUBLIC SERVICES OF
PENNSYLVANIA, LLC**

Date: 03/23/2022

By: *John D. Anderson*

**REPUBLIC SERVICES GROUP OF
PENNSYLVANIA, LLC**

Date: 03/23/2022

By: *John D. Anderson*

**BFI WASTE SERVICES OF
PENNSYLVANIA, LLC**

Date: 03/23/2022

By: *John D. Anderson*

Date: 3-28-2022

By: 

Adrian R. King, Jr., Esquire
Ballard Spahr LLP
1735 Market Street, 51st Floor
Philadelphia, PA 19103-7599
Attorney for Respondents

CERTIFICATE OF SECRETARY

The undersigned, Secretary of **REPUBLIC SERVICES OF PENNSYLVANIA, LLC** (formerly registered to do business in Pennsylvania as **REPUBLIC SERVICES GROUP OF PENNSYLVANIA, LLC**), a Delaware limited liability company (the "Company"), does hereby certify on behalf of the Company, that **JOHN B. NICKERSON** is a duly elected Vice President of the Company, that in such capacity he, or any other officer of the Company, can exercise such power and perform such duties as usually accompanies such office, and implicit in such power is the authority to execute that certain Assurance of Voluntary Compliance with the Commonwealth of Pennsylvania, Office of Attorney General with regards to Commonwealth v. Republic Services of Pennsylvania, LLC, et al, upon the terms and conditions contained in the proposed Assurance of Voluntary Compliance, attached hereto and made a part thereof, and that there is no current intention to remove him from such office.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 25th day of March, 2022.

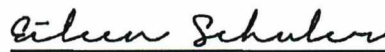


Eileen B. Schuler
Secretary

CERTIFICATE OF SECRETARY

The undersigned, Secretary of **BFI WASTE SERVICES OF PENNSYLVANIA, LLC**, a Pennsylvania limited liability company (the "Company"), does hereby certify on behalf of the Company, that **JOHN B. NICKERSON** is a duly elected Vice President of the Company, that in such capacity he, or any other officer of the Company, can exercise such power and perform such duties as usually accompanies such office, and implicit in such power is the authority to execute that certain Assurance of Voluntary Compliance with the Commonwealth of Pennsylvania, Office of Attorney General with regards to Commonwealth v. BFI Waste Services of Pennsylvania, LLC, et al, upon the terms and conditions contained in the proposed Assurance of Voluntary Compliance, attached hereto and made a part thereof, and that there is no current intention to remove him from such office.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 25th day of March, 2022.



Eileen B. Schuler
Secretary

Attorney I.D. No. 47313
Commonwealth of Pennsylvania
Office of Attorney General
15th Floor, Strawberry Square
Harrisburg, PA 17120
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