

**PROTHONOTARY  
CIVIL COVER SHEET**

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PROTHONOTARY'S OFFICE  
LANCASTER, PA**

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**Feb 15 2023 11:20AM**

**Ricci M. Dehl**

PLEASE LIST NAMES AND ADDRESSES OF ADDITIONAL PARTIES ON A SEPARATE SHEET.

ALL PARTY INFORMATION IS REQUIRED INCLUDING ZIP CODES. ALL PARTY INFORMATION MUST MATCH THE PLEADING. PLEASE DO NOT STAPLE THE COVER SHEET TO THE PLEADING. IF AN EVENT NEEDS TO BE SCHEDULED, A CAO SCHEDULING COVER SHEET MUST ALSO BE ATTACHED.

**For Prothonotary Use Only:**  
**DOCKET No: CI -**

TYPE OF ACTION: Assurance of Voluntary Compliance \_\_\_\_\_

**PARTY INFORMATION**

PLAINTIFF'S NAME: The PA Office of Attorney General

DEFENDANT'S NAME: Eagle Disposal of PA Inc.

ADDRESS: 1600 Arch Street, 3rd Floor  
*If confidential, use 2<sup>nd</sup> sheet* Philadelphia, PA 19130

ADDRESS: 1251 East Earl Road  
East Earl, PA 17519

**CI-23-01053**

MUNICIPALITY: n/a

MUNICIPALITY: \_\_\_\_\_

TWP/BOROUGH: n/a

TWP/BOROUGH: East Earl

DOB: \_\_\_\_\_ TELEPHONE #: (215) 560-2414  
*(mm/dd/yyyy) (#####)*

DOB: \_\_\_\_\_ TELEPHONE #: (717) 355-9560  
*(mm/dd/yyyy) (#####)*

**FILING ATTORNEY / FILING PARTY INFORMATION**

FIRM/OFFICE: The Pennsylvania Office of Attorney General by Acting Attorney General Michelle A. Henry

FILING ATTORNEY/PARTY: Christopher T. Dey AOPC: (Attorney ID) #: 330000

ADDRESS: 1600 Arch Street, 3rd Floor CITY: Philadelphia STATE: PA ZIP CODE: 19130

TELEPHONE #: (717) 462-3590 EMAIL: cdey@attorneygeneral.gov  
*(#####)*

**TAX LIEN INFORMATION**

MUNICIPALITY: n/a MAP REFERENCE: \_\_\_\_\_

DEED BOOK: \_\_\_\_\_ DEED PAGE: \_\_\_\_\_ DEED DATE: \_\_\_\_\_

SALE PRICE: \_\_\_\_\_ TAX YEAR: \_\_\_\_\_ TAX LIEN AMOUNT: \_\_\_\_\_

PROPERTY DESCRIPTION: \_\_\_\_\_

**PFA/SVPO/PFI INFORMATION**

HEARING DATE: \_\_\_\_\_ SOCIAL SECURITY #: (Defendant – Last 4 digits) \_\_\_\_\_

POLICE DEPARTMENT: \_\_\_\_\_

PREVIOUS PETITIONS: YES  NO  If 'YES', File Date: \_\_\_\_\_

**Christopher T. Dey**  
Supreme Court I.D. 330000  
Deputy Attorney General  
Pennsylvania Office of Attorney General  
1600 Arch Street, 3rd Floor  
Philadelphia, Pennsylvania 19130  
Telephone: (717) 462-3590  
Email: cdey@attorneygeneral.gov  
*Attorney for Commonwealth*

**IN THE COURT OF COMMON PLEAS  
LANCASTER COUNTY, PENNSYLVANIA**

**CI-23-01053**

**COMMONWEALTH OF PENNSYLVANIA** :  
**BY ACTING ATTORNEY GENERAL** :  
**MICHELLE A. HENRY,** :  
 :  
**Plaintiff,** : **No.**  
 :  
**v.** :  
 :  
**EAGLE DISPOSAL OF PA INC. d/b/a** :  
**EAGLE DISPOSAL** :  
 :  
**Respondent** :

**: CIVIL ACTION - EQUITY**

**ASSURANCE OF VOLUNTARY COMPLIANCE**

**AND NOW**, comes the Commonwealth of Pennsylvania by Acting Attorney General Michelle A. Henry ("Commonwealth"), which caused an investigation to be made into the business practices of EAGLE DISPOSAL OF PA INC. doing business as Eagle Disposal ("EAGLE" and/or "Respondent") pursuant to the provisions of the Pennsylvania *Unfair Trade Practices and Consumer Protection Law*, 73 P.S. § 201-1, *et seq.* ("*Consumer Protection Law*"), and states the following:

**WHEREAS**, Plaintiff is the Commonwealth of Pennsylvania, Office of Attorney General, acting by Acting Attorney General Michelle A. Henry, with offices located at 1600 Arch Street, 3<sup>rd</sup> Floor, Philadelphia, Pennsylvania 19130.

WHEREAS, Respondent EAGLE is a corporation organized under the laws of the State of Pennsylvania, with its principal place of business at 1251 East Earl Road, East Earl, PA 17519.

### BACKGROUND

WHEREAS, Respondent operates a waste management company that provides both residential and commercial waste management services. Residential services include garbage collection, recycling collection, yard waste removal, dumpster rentals, and bulk item pick up for customers in Lancaster, Chester, and Berks Counties.

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WHEREAS, Respondent reports that it has approximately 80,000 customers.

WHEREAS, Respondent has engaged in trade and commerce within the Commonwealth of Pennsylvania by operating a trash and recycling removal service for Pennsylvania residents.

WHEREAS, based upon its investigation, the Commonwealth believes Respondent has engaged in conduct which violates the *Consumer Protection Law*, as more fully set forth below by:

1. Respondent's residential customers are divided into two categories: municipal and subscription. Respondent has 47,653 municipal customers and 11,721 subscription customers.
2. For municipal customers, Respondent contracts with the local municipality to provide garbage and recycling collection services to the municipality's residents. These contracts are governed by state and municipal regulations.
3. Subscription customers do not sign a contract with Respondent. EAGLE's subscription customers sign up over the phone or online, and pay EAGLE quarterly for waste collection services. Subscription customers are free to cancel their subscription for waste removal services at any time.

4. Separate trucks collect trash and recycling weekly.
5. On August 8, 2021, WGAL 8 in Lancaster published an article titled, "Customers of Lancaster County Trash Hauler Complain of Missed Pickups." EAGLE provided refunds to customers who called to complain about missed service, but did not proactively offer refunds to all potentially affected customers.
6. Prompted by the WGAL article, certain subscription consumers filed complaints with the Commonwealth alleging that EAGLE failed to pick up their trash for multiple weeks at a time, and that recycling collection had completely ceased. When these consumers called Respondent to complain, they were told that recycling services had been suspended due to staffing issues brought about by the pandemic. Respondent declined to issue refunds to the consumers because Respondent does not charge consumers for recycling, only trash collection.
7. Respondent's website does not disclose that recycling is provided free of charge.
8. The Commonwealth alleges that Respondent failed to disclose to consumers that recycling is not included in their quarterly bill for collection services. Consumers reported to the Commonwealth that Respondent never informed them that they were only paying for trash collection when they initially signed up for trash and recycling services.
9. Consumers affected by missed trash and recycling services were not limited to just consumers who filed complaints with the Commonwealth.
10. Prior to May 2021, Respondent did not contact its customers about potential service disruptions through a robo-call system. In May 2021, Respondent began to provide notice to its customers via a robo-call system. From May 2021 to March 2022,

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Respondent placed 38,637 automated calls for potential missed trash and recycling collection.

11. Between January 1, 2021 and December 31, 2021, Respondent received 2,150 service calls from Respondent's customers about a missed trash or recycling pickup.
12. Respondent did not provide refunds for missed services unless and until a customer requested a refund.
13. The Commonwealth contends that this is an unfair and deceptive business practice to charge consumers for trash and recycling services not rendered in a timely manner and to only issue partial refunds to consumers who complained to Respondent.

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**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 of Voluntary Compliance 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 of the *Consumer Protection Law*, 73 P.S. §§ 201-4 and 201-5.

**WHEREAS**, the terms and provisions of this Assurance of Voluntary Compliance, and Respondent's obligations thereunder apply to Respondent's subscription customers only, and specifically do not cover Respondent's municipal customers or commercial/ business customers.

**WHEREAS**, Respondent, while disputing many of the allegations above and making no admission of liability for any purpose (73 P.S. § 201-5), affirms its commitment to comply with the civil laws of the Commonwealth and agrees, 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**, having conducted trade and commerce within the Commonwealth, Respondent agrees for itself, its successors, assigns, officers, partners, agents, representatives, employees, and all other persons acting on its behalf, jointly or individually, directly or indirectly, or through any corporate or business device, as follows:

**I. The Above Recitals are Incorporated Herein as Though Fully Set Forth.**

**II. Injunctive and Affirmative Relief**

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A. Respondent shall fully comply with any and all provisions of the Consumer Protection Law, including any amendments thereto, and is permanently enjoined from any violation thereof.

B. Respondent shall not in the future engage in conduct that violates the Consumer Protection Law and any future amendments thereto.

C. In connection with the advertising, offering for sale, or sale of trash and recycling services on any website or any other medium that is owned, operated, and/or controlled by Respondent, Respondent shall clearly and conspicuously disclose that recycling services are either included in the quarterly price or available for an additional cost. Respondent shall not represent or imply to consumers that recycling is provided free of charge.

D. Respondent shall ensure all Pennsylvania consumers receive a monetary refund or credit for any missed garbage or recycling collections. A missed collection is defined as the failure to collect trash or recycling within three working days of the scheduled pickup date. The refund/credit amount shall be determined by the number of weeks of trash or recycling services missed by Respondent. Respondent shall use the customer's quarterly price and divide it by three (3) to determine the price paid per month. Respondent shall then divide the monthly price by four

(4) to determine the weekly price paid by the customer. Respondent shall refund/credit the customer's weekly price times the number of weeks the customer was without trash or recycling service.

E. Respondent shall only provide a Pennsylvania consumer with an account credit if the consumer is currently an EAGLE subscription customer. If the consumer cancelled or terminated their subscription service with EAGLE, Respondent shall only provide the consumer with a refund.

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F. Respondent shall only provide a Pennsylvania consumer with an account credit if the consumer agrees to an account credit in lieu of a monetary refund.

G. In addition to robo-calls, Respondent shall provide its customers with the option to be notified via email or text message when Respondent knows or is reasonably likely to know that a customer's route will not be serviced and that either trash or recycling will not be collected as scheduled.

H. Respondent shall keep and maintain records and data of all missed trash and recycling pickups for all of Respondent's customers. The data must include the date of the missed scheduled service and the date of actual collection, or next collection attempt.

### **III. Monetary Relief**

A. Respondent shall be liable for and shall pay to the Commonwealth the amount of FORTY-FIVE THOUSAND DOLLARS (\$45,000), ("Required Payment") which shall be allocated as follows:

1. **Civil penalties** in the amount of THIRTY THOUSAND DOLLARS (\$30,000) which shall be distributed to the Commonwealth of Pennsylvania, Department of Treasury
2. **Costs of investigation** in the amount of FIFTEEN THOUSAND DOLLARS (\$15,000) to be distributed to the Commonwealth of Pennsylvania, Office of Attorney General, to reimburse the costs incurred in pursuing this 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.

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**B. Restitution (Claims Period)**

Respondent shall provide a refund or credit to any and all consumers who paid Respondent to collect their trash and recycling, and who file complaints with the Office of the Attorney General of the Commonwealth of Pennsylvania, Bureau of Consumer Protection ("BCP") within ninety (90) days of the Effective Date of this Assurance of Voluntary Compliance subject to the following conditions:

1. Any claim, complaint or restitution request that is filed, emailed, and/or postmarked by the ninetieth (90th) day after the Effective Date of this Assurance of Voluntary Compliance shall be deemed timely.
2. A refund shall be paid or credit issued to consumers who demonstrate to the satisfaction of the Commonwealth that they were harmed by conduct of Respondent, that such conduct violated the Consumer Protection Law as alleged herein, that such conduct occurred prior to the Effective Date of this Assurance of Voluntary Compliance, and that such conduct is of the nature as alleged above in paragraphs 1 through 13.



3. The refund/credit shall be determined by the number of weeks of trash or recycling service missed by Respondent. Respondent shall use the customer's quarterly price and divide it by three (3) to determine the price paid per month. Respondent shall then divide the monthly price by four (4) to determine the weekly price paid by the customer. Respondent shall refund/credit the customer's weekly price times the number of weeks the customer was without trash or recycling service.

4. In order for a consumer to be eligible for consideration for a refund/credit from Respondent hereunder, the consumer must submit a complaint to BCP. To submit a complaint, the consumer must affirm the following:

By completing and submitting this complaint form, I am adopting this as my online signature. I verify that I have read and understand the informational sheet about this process; and, that the information provided is true and correct to the best of my knowledge, information and belief.

5. If Respondent disputes that a consumer is eligible for a refund/credit because the consumer did in fact receive trash or recycling services for some or all of the alleged period of time, Respondent may submit to the Commonwealth documentation to support Respondent's claim. The determination of whether such documentation is adequate and/or whether a consumer shall receive a refund hereunder shall be within the sole discretion of the Commonwealth.

6. Respondent agrees to fully cooperate with the Commonwealth and shall supply the Commonwealth with any and all information and documents requested by the Commonwealth, within ten (10) days of the request, with regard to any consumers who submit claims, complaints, or refund requests within the aforementioned ninety (90) day period.

**C. Restitution (for Consumer Calls)**

1. Respondent shall provide a refund to the ONE THOUSAND EIGHT HUNDRED AND FORTY-FIVE (1,845) consumers who paid Respondent to collect their trash and recycling, who contacted Respondent between January 1, 2021 to December 31, 2021 to report a missed trash or recycling pickup, and for whom a “don’t forget” or “missed pickup” work order was generated by Respondent.
2. Respondent shall also provide a refund to any and all additional consumers who paid Respondent to collect their trash and recycling and who contacted or who will contact Respondent to report a missed trash or recycling pickup from January 1, 2022 until the Effective Date of this Assurance of Voluntary Compliance.
3. The refund shall be determined by the number of weeks of trash or recycling service missed by Respondent. Respondent shall use the customer’s quarterly price and divide it by three (3) to determine the price paid per month. Respondent shall then divide the monthly price by four (4) to determine the weekly price paid by the customer. Respondent shall refund the customer’s weekly price times the number of weeks the customer was without trash or recycling service.
4. If Respondent disputes that a consumer is eligible for a refund/credit because the consumer did in fact receive trash or recycling services for some or all of the alleged period of time, Respondent can submit to the Commonwealth documentation to support Respondent’s claim. The determination of whether such documentation is adequate and/or whether a consumer shall receive a refund hereunder shall be within the sole discretion of the Commonwealth.

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**D. Payment Terms:**

1. Respondent shall pay the amount of FORTY FIVE THOUSAND DOLLARS (\$45,000) upon Respondent executing this Assurance of Voluntary Compliance.
2. Respondent shall pay the restitution within thirty (30) days of the Commonwealth's submission of a demand to Respondent.
3. Payments shall be made by certified check, cashier's check, or money order, made payable to the Commonwealth of Pennsylvania, and forwarded to Christopher T. Dey, Deputy Attorney General, Pennsylvania Office of Attorney General, Bureau of Consumer Protection, 1600 Arch Street, 3rdFloor, Philadelphia, PA 19130.

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#### IV. Miscellaneous Terms

A. The Court of Common Pleas of Lancaster County, Pennsylvania shall maintain jurisdiction over the subject matter of this Assurance of Voluntary Compliance and over Respondent for the purpose of enforcing this Assurance of Voluntary Compliance.

B. Time shall be of the essence with regards to Respondent's obligations hereunder.

C. Nothing in this Assurance of Voluntary Compliance shall be construed to waive or limit any right of action by any individual, person or entity, or by any local, state, federal or other governmental entity.

D. This Assurance of Voluntary Compliance shall not be construed or used as a waiver or limitation of any claim or defense that a consumer may have against EAGLE in any other action, except that EAGLE may argue, to the extent permitted by law, that amount otherwise recoverable in such actions might be set off by amounts remitted to consumers by the Commonwealth in connection with this Assurance of Voluntary Compliance.

E. Respondent further agrees to execute and deliver all authorizations, documents and instruments that are necessary to carry out the terms and conditions of this Assurance of Voluntary

Compliance, whether required prior to, contemporaneous with, or subsequent to the Effective

Date, as defined herein.

F. Respondent understands and agrees that if Respondent has made any false statement in or related to this Assurance of Voluntary Compliance, that such statement is made pursuant to and under penalty of 18 Pa.C.S. § 4904 relating to unsworn falsifications to authorities.

G. Any failure of the Commonwealth to exercise any of its rights under this Assurance of Voluntary Compliance shall not constitute a waiver of its rights hereunder.

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H. This Assurance of Voluntary Compliance 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 agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof.

I. This Assurance of Voluntary Compliance 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. 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 expressly stated herein.

J. Respondent agrees by the signing of this Assurance of Voluntary Compliance that it shall abide by each of the aforementioned provisions and that the breach of any one of these terms, including but not limited to the payment terms, shall be sufficient warrant for the Commonwealth of Pennsylvania to petition the Court of Common Pleas of Lancaster County, or

any court of competent jurisdiction, to seek the penalties provided for 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 or proper, up to and including forfeiture of the right to engage in trade or commerce within the Commonwealth of Pennsylvania.

K. The "Effective Date" of this Assurance of Voluntary Compliance shall be the day it is filed with the Court.

L. If any clause, provision or section of this Assurance of Voluntary Compliance 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 of Voluntary Compliance and the Assurance of Voluntary Compliance shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.

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

(SIGNATURES ON NEXT PAGE)

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

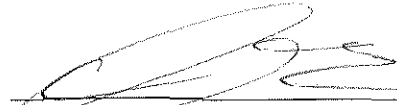
seals.

**FOR THE PETITIONER:**  
COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF THE ATTORNEY GENERAL

MICHELLE A. HENRY  
ACTING ATTORNEY GENERAL

Date: 2/15/23

By:

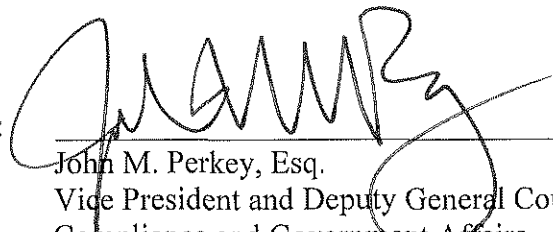
  
\_\_\_\_\_  
Christopher T. Dey, Esq.  
Supreme Court I.D. 330000  
Deputy Attorney General  
Pennsylvania Office of Attorney General  
1600 Arch Street, 3<sup>rd</sup> Floor  
Philadelphia, Pennsylvania 19130  
Telephone: (717) 462-3590  
Email: cdey@attorneygeneral.gov

**CI-23-01053**

**FOR THE RESPONDENT:**  
EAGLE DISPOSAL OF PA, INC

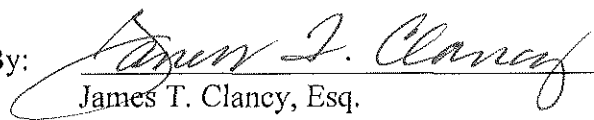
Date: 2/2/2023

By:

  
\_\_\_\_\_  
John M. Perkey, Esq.  
Vice President and Deputy General Counsel –  
Compliance and Government Affairs  
Waste Connections, Inc.

Date: 2/6/2023

By:

  
\_\_\_\_\_  
James T. Clancy, Esq.  
Supreme Court I.D. 54339  
McNees Wallace & Nurick LLC  
100 Pine Street, P.O. Box 1166  
Harrisburg, PA 17108-1166  
Tel: 717-232-8000  
jclancy@mcneeslaw.com

IN THE COURT OF COMMON PLEAS  
LANCASTER, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA :  
BY ACTING ATTORNEY GENERAL :  
MICHELLE A. HENRY, :

Plaintiff, : No.

v. :

CIVIL ACTION - EQUITY **CI-23-01053**


EAGLE DISPOSAL OF PA, INC. d/b/a :  
EAGLE DISPOSAL :

Respondent :

CERTIFICATE OF COMPLIANCE

I, Christopher/ T. Dey, certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Date: 2/15/23

By:   
Christopher T. Dey, Esq.  
Supreme Court I.D. 330000  
Deputy Attorney General  
Pennsylvania Office of Attorney General  
1600 Arch Street, 3<sup>rd</sup> Floor  
Philadelphia, Pennsylvania 19130  
Telephone: (717) 462-3590  
Email: cdey@attorneygeneral.gov

IN THE COURT OF COMMON PLEAS  
LANCASTER COUNTY, PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA :  
BY ACTING ATTORNEY GENERAL :  
MICHELLE A. HENRY, :

Plaintiff, : No.

v. :

: CIVIL ACTION - EQUITY

EAGLE DISPOSAL OF PA, INC. d/b/a :  
EAGLE DISPOSAL :

**CI-23-01053**

Respondent :

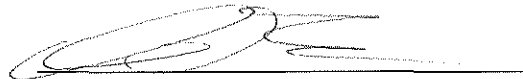
CERTIFICATE OF SERVICE

I, Christopher T. Dey, hereby certify that a true and correct copy of the foregoing *Assurance of Voluntary Compliance* was served on the individual identified below by **EMAIL** and **USPS First**

**Class Mail:**

James T. Clancy, Esq.  
McNees Wallace & Nurick, LLC  
100 Pine Street, P.O. Box 1166  
Harrisburg, PA 17108-1166  
Tel: 717-237-5369  
jclancy@mcneeslaw.com

Date: 2/15/23



Christopher T. Dey, Esq.  
Supreme Court I.D. 330000  
Deputy Attorney General  
Pennsylvania Office of Attorney General  
1600 Arch Street, 3<sup>rd</sup> Floor  
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