

## RELATOR SHARE AGREEMENT

This Relator Share Agreement is made and entered into by and between Jennifer Perez (“Relator”) and the United States of America, the States of California, Delaware, Florida, Illinois, Indiana, Nevada, New Jersey, North Carolina, Rhode Island, Tennessee, the Commonwealths of Massachusetts and Virginia, and the District of Columbia (the “Government Entities”) (collectively, the “Parties”).

1. The Government Entities have agreed to allocate the Settlement Sum of \$26,750,000 as defined in paragraph 1 of the Stericycle Settlement Agreement (a copy of which is attached hereto as Exhibit A<sup>1</sup>) among themselves as follows:

(a) The following amount to the United States: \$3,383,810.85 (“United States’ Settlement Amount”).

(b) The following amounts to the States and the District of Columbia (“States’ Settlement Amounts”):

(i) \$6,185,567.44 to California (including to Affected Local Governmental Customers within the State of California),

(ii) \$111,109.68 to Delaware,

(iii) \$38,298.68 to the District of Columbia,

(iv) \$2,377,993.14 to Florida. Affected Local Governmental Customers within the State of Florida will receive an additional \$810,353.15 pursuant to the Florida Deceptive and Unfair Trade Practices Act,

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<sup>1</sup> Capitalized terms used in this Agreement shall have the same defined meanings as defined in the Stericycle Settlement Agreement attached as Exhibit A.

(v) \$4,026,984.56 to Illinois (including to Affected Local Governmental Customers within the State of Illinois pursuant to the Illinois False Claims Act, 740 ILCS 175/4(d)(2)),

(vi) \$1,813,256.15 to Indiana,

(vii) \$677,080.82 to Massachusetts,

(viii) \$13,428.88 to Nevada,

(ix) \$589,111.30 to New Jersey (including to Affected Local Governmental Customers within the State of New Jersey pursuant to the New Jersey Consumer Fraud Act, N.J.S.A. 56:8.1 et seq.),

(x) \$2,738,482.44 to North Carolina,

(xi) \$198,664.82 to Rhode Island (including to Affected Local Governmental Customers within the State of Rhode Island pursuant to the Rhode Island False Claims Act),

(xii) \$1,770,407.95 to Tennessee,

(xiii) \$2,015,450.14 to Virginia.

The allocation of the Settlement Sum has been determined by and among the Government Entities, without any involvement by or input from Stericycle or Stericycle's counsel. Stericycle shall, pursuant to paragraph 2 of the Stericycle Settlement Agreement, pay the Settlement Sum to the Garden City Group LLP ("GCG") as settlement administrator, and the Attorneys' Fees Settlement Sum to Relator's counsel, pursuant to written instructions provided by Relator's counsel no later than fourteen (14) days after the effective date of the Stericycle Settlement Agreement. After the effective date of the Stericycle Settlement Agreement, but before the expiration of the payment deadline by Stericycle, (1) Relator's counsel shall provide wire transfer instructions to Stericycle for payment of the Settlement Sum to GCG; and (2) the

Government Entities shall provide their respective wire transfer or other payment instructions to GCG and Relator's counsel to make payments to the Government Entities in the respective amounts as allocated in paragraph 1 above. GCG shall make payments to all the Government Entities in the respective amounts as allocated in paragraph 1 above no later than fourteen (14) days after GCG receives payment of the Settlement Sum from Stericycle, pursuant to paragraph 2 of the Stericycle Settlement Agreement.

2. Of the New Jersey Settlement Amount, the Attorney General of the State of New Jersey, through its Division of Consumer Affairs and pursuant to paragraphs 8 and 9 of the Stericycle Settlement Agreement, will provide notification and collect and distribute \$234,035.41 to Affected Local Governmental Customers in New Jersey pursuant to the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. The New Jersey Division of Consumer Affairs shall retain any funds not claimed by any Affected Local Governmental Customers in New Jersey, and all interest in those funds, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the New Jersey Division of Consumer Affairs. Of the Florida Settlement Amount, the Attorney General of the State of Florida will notify and collect and distribute \$810,353.15 to Affected Local Governmental Customers in Florida pursuant to the Florida Deceptive and Unfair Trade Practices Act. The Florida Department of Legal Affairs shall retain any funds not claimed by any Affected Local Governmental Customers in Florida, and all interest in those funds, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the Florida Department of Legal Affairs as a contribution for future enforcement efforts. Of the Rhode Island Settlement Amount, the Rhode Island Department of the Attorney General will notify and collect and distribute \$111,659.55 to Affected Local Governmental Customers in Rhode Island pursuant to the Rhode Island False

Claims Act. The Rhode Island Attorney General shall retain any funds not claimed by any Affected Local Governmental Customers in Rhode Island, and all interest in those funds, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the State of Rhode Island. Of the Illinois Settlement Amount, the Attorney General of the State of Illinois will direct the Illinois State Treasurer to disburse funds to Affected Local Governmental Customers in Illinois, pursuant to 740 ILCS 175/4(d)(2). The State of Illinois shall retain any remaining funds from the Illinois Settlement Amount, and all interest in those funds, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the State of Illinois, pursuant to 740 ILCS 175/8.

3. The Parties agree that Relator shall receive the amounts stated below in subparagraphs (a)-(n) and paragraph 6 (“Relator’s Share Payments”) from the Government Entities in full and complete satisfaction of any and all claims arising from the filing of the action *United States of America et al. ex. rel. Perez v. Stericycle, Inc.*, No. 1:08-cv-02390 (N.D. Ill.) (the “Civil Action”) that were alleged on behalf of the Government Entities by Relator in the Civil Action and Relator’s claim against the Government entities for attorneys’ fees, costs, and expenses under 31 U.S.C. § 3730(d) and analogous provisions of state False Claims Acts:

- a. From the United States: \$845,952.71
- b. From the District of Columbia: \$9,574.67
- c. From the State of California: \$202,099.84
- d. From the State of Delaware: \$27,777.42
- e. From the State of Florida: \$356,698.97
- f. From the State of Illinois: \$1,006,746.14

- g. From the State of Indiana: \$453,314.04
- h. From the Commonwealth of Massachusetts: \$169,270.20
- i. From the State of Nevada: \$3,357.22
- j. From the State of New Jersey: \$88,768.97
- k. From the State of North Carolina: \$684,620.61
- l. From the State of Rhode Island: \$49,666.21
- m. From the State of Tennessee: \$478,010.15
- n. From the Commonwealth of Virginia: \$503,862.53

4. The Government Entities will make their respective Relator's Share Payments within thirty-five (35) days after (i) each of the Government Entities' receipt of its share of the \$26,750,000.00 from Stericycle, through GCG (ii) Relator provides each Government Entity with all information necessary for payment processing, and (iii) the execution of this Agreement. The obligation to make the Relator's Share Payments to the Relator is expressly conditioned on the receipt by each Government Entity of the specified payment by Stericycle, through GCG. Should Stericycle and/or GCG fail to make any payment required by the Stericycle Settlement Agreement, the Government Entities shall have no obligation to make any corresponding Relator's Share Payment to the Relator.

5. Upon receipt of the Relator's Share Payments described in paragraph 3 herein, Relator shall, for herself individually, and for her heirs, successors, attorneys, agents and assigns, (1) fully and finally release, waive and forever discharge the Government Entities from any and all claims for a share of the Settlement Sum as defined in paragraph 1 of the Stericycle Settlement Agreement; and (2) hold harmless the Government Entities and all of their agencies, divisions, entities, subdivisions, attorneys, representatives, officers, agents, employees, and

servants, from any and all claims arising from the filing of the Civil Action, any and all claims arising from the Governmental Entities' investigations, any and all claims under 31 U.S.C § 3730 and similar state statutes, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action. This agreement shall not be construed as releasing any claims of the Affected Local Governmental Customers in New Jersey, Florida, California, Illinois, or Rhode Island.

6. The California Attorney General's Office ("CAGO") shall recommend to each California Affected Local Governmental Customer ("Customer") (as that term is used in the Stericycle Settlement Agreement) that it agree to a relator's share of 15% of each such Customer's recovery ("California Local Relator's Share"). The CAGO shall withhold 15% of the recovery for each Customer pending that Customer's decision on whether to consent to the California Local Relator's Share. For Customers that consent to the California Local Relator's Share, the CAGO shall pay the aggregate amount of the California Local Relator's Share to Relator no later than April 20, 2016. For Customers that dispute the California Local Relator's Share, the CAGO shall continue to hold the amounts attributable to those Customers' California Local Relator's Share until the dispute is resolved. In the event that any sums are forfeited to the State of California under paragraph 9 of the Stericycle Settlement Agreement, the CAGO shall pay the Relator a total of 25% of all such forfeited sums, which is inclusive of the 15% that would have been paid had the Customer deposited such check. The CAGO may use GCG, KCC/Gilardi & Co., or another third party administrator to perform the CAGO's duties under this paragraph. The CAGO shall be responsible for paying the cost of this service out of the CAGO's Litigation Deposit Fund, in an amount not to exceed \$10,000.

7. Relator acknowledges that the settlement of the Civil Action is fair, adequate, and reasonable under all the circumstances in accordance with 31 U.S.C. § 3730(c)(2)(B) and similar state statutes and expressly waives the opportunity for a hearing pursuant to 31 U.S.C § 3730 (c)(2)(B) and similar state statutes. Conditioned upon Relator's receipt of the payment described in paragraph 3, Relator and her heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the Government Entities, and their respective agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730 and similar state statutes, and from any claims to a share of the proceeds of this Agreement.

8. Each of the Government Entities acknowledges that by signing this Agreement that such Government Entity consents to accept the amount of monies that each Government Entity will receive pursuant to the Stericycle Settlement Agreement and to the Relator's dismissal of the Civil Action as provided in paragraph 5 of the Stericycle Settlement Agreement. Each of the Government Entities shall submit to Relator's counsel, or to the Court, as soon as practicable after receiving payment, a consent to dismissal with prejudice of that respective Government Entity's claims, if so required, or file its own dismissal of that Government Entity's claims. Any consents to dismissal or dismissal notices must be submitted to Relator's counsel, or to the Court, with sufficient time for Relator's counsel to file the stipulation of dismissal required by paragraph 5 of the Stericycle Settlement Agreement.

9. Each of the signatories to this Agreement represents that he or she has the full power and authority to enter into this Agreement.

10. This Agreement constitutes the complete and entire understanding and agreement between the Parties and supersedes any previous communications, representations or agreements,

oral or written, related to the subject matter of this Agreement. No modification of any of the provisions in this Agreement shall be binding unless made in writing and signed by the Parties.

11. Nothing in this Agreement shall be construed to waive any claims of Sovereign Immunity any Government Entity may have in any action or proceeding.

12. Relator agrees that this Agreement does not entitle Relator to seek or to obtain attorneys' fees from any of the Government Entities as a prevailing party under any statute, regulation or rule, and Relator further waives any rights to attorneys' fees as to any of the Government Entities that may arise under such statute, regulation or rule.

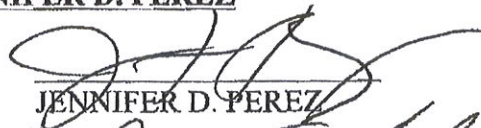
13. This Agreement is governed by the laws of the United States. The exclusive venue for any dispute relating to this Agreement is the United States District Court for the Northern District of Illinois. Relator consents to the exclusive jurisdiction of this court in any such action or proceeding and waives any objection to venue there.

14. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute on and the same Agreement. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.


IN WITNESS WHEREOF, the Parties have executed this Agreement.

**JENNIFER D. PEREZ**

DATED: Oct 6, 2015

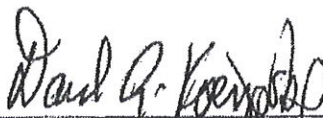
  
JENNIFER D. PEREZ

DATED: October 6, 2015

  
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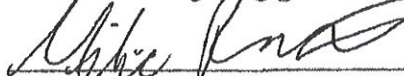


DATED: Oct. 6, 2015



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DATED: 10/6, 2015



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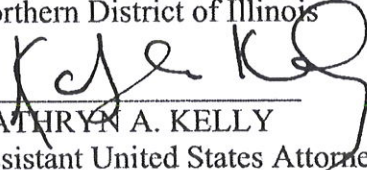
*Attorneys for Plaintiff-Relator  
Jennifer Perez*

UNITED STATES OF AMERICA

Dated: Oct 7, 2015

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Northern District of Illinois

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

  
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**DISTRICT OF COLUMBIA**

Dated: October 6, 2015

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Acting Deputy, Public Interest Division

By: B. H. Rushkoff  
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STATE OF CALIFORNIA

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DATED: October 6, 2015

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**STATE OF DELAWARE**

DATED: \_\_\_\_\_, 2015

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THE STATE OF FLORIDA

Dated: Oct. 6, 2015

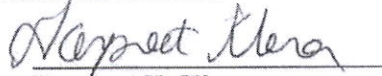
PAMELA JO BONDI  
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BY: Russell S. Kent

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**STATE OF ILLINOIS**

DATED: October 7, 2015

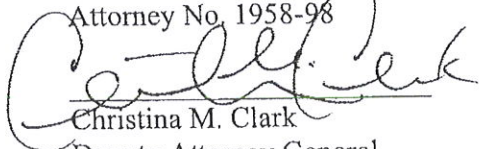


Harpreet K. Khera  
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STATE OF INDIANA

GREGORY F. ZOELLER  
Indiana Attorney General  
Attorney No. 1958-98

DATED: Oct. 7, 2015



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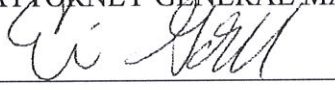
*Attorney for the State of Indiana*



COMMONWEALTH OF MASSACHUSETTS

DATED: Oct 8, 2015

ATTORNEY GENERAL MAURA HEALEY

A handwritten signature in cursive script, appearing to read "Eric Gold", written over a horizontal line.

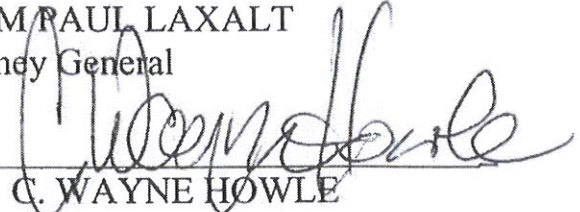
Eric Gold  
Assistant Attorney General  
Health Care Division  
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STATE OF NEVADA

DATED: 7 October, 2015

ADAM PAUL LAXALT  
Attorney General

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



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STATE OF NEW JERSEY

DATED: Oct. 7, 2015

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**STATE OF NORTH CAROLINA**

DATED: October 8, 2015

ROY COOPER  
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By: B. Carington Skinner IV

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Assistant Attorney General  
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STATE OF RHODE ISLAND

Dated: October 6, 2015

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By: Brenda D. Baum

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**STATE OF TENNESSEE**

Relator Share Agreement in UNITED STATES OF AMERICA *ex rel.* JENNIFER D. PEREZ v. STERICYCLE, INC., No. 08-CV-2390 (N.D. Ill.), Signature Page

FOR THE STATE OF TENNESSE, ATTORNEY GENERAL:

DATED: \_\_\_\_\_, 2015

BY:

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Herbert H. Slatery III  
Tennessee Attorney General

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**COMMONWEALTH OF VIRGINIA**

Dated: \_\_\_\_\_, 2015

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

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