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#### IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT LAKE COUNTY, ILLINOIS

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STERICYCLE, INC. and CHARLES A. ALUTTO,	
Plaintiffs,	
v.	

CREATED EQUAL PAC, MARK HARRINGTON, and DOES 1 through 100, inclusive, CASE NO. 16CH522

AMENDED COMPLAINT

Honorable Margaret A. Marcoullier, Judge Presiding

Defendants.

Plaintiffs Stericycle, Inc. ("Stericycle") and Charles A. Alutto ("Mr. Alutto" and, collectively with Stericycle, "Plaintiffs") bring this action for damages and injunctive relief.

#### **OVERVIEW OF ACTION**

1. Plaintiffs bring this action to redress an unlawful, unfair, and false campaign of harassment and intimidation perpetrated by defendants Created Equal PAC ("Created Equal"), Mark Harrington, and other individuals encouraged by Created Equal or acting at Created Equal's behest. Defendants are supporters of the anti-abortion movement and have targeted Stericycle because Stericycle, as part of its business of providing medical waste services, includes among its many clients a number of Planned Parenthood locations. But Stericycle has for many years had a strict policy against accepting fetuses as "medical waste," and it has enforced this policy by terminating customers if they are found to have violated—or are even suspected of violating—this policy. Defendants have nevertheless falsely claimed that Stericycle and Mr. Alutto, Stericycle's Chief Executive Officer, "enable[] killing children" and are "#killersamongus."

2. As part of Defendants' unlawful campaign, they have, among other things, (1) distributed postcards at the homes of residents (including Mr. Alutto) in Lake Forest, Bannockburn, and Lincolnshire, Illinois, featuring photos of and contact information for Mr. Alutto, Stericycle's Chief Executive Officer, side by side with graphic images of dismembered fetuses, and falsely claiming that Plaintiffs "enable[] killing" of children; (2) driven a van through neighborhoods in Lake Forest (where Mr. Alutto lives with his wife and school-aged children), Bannockburn, and Lincolnshire, Illinois, with a billboard featuring a photo of and contact information for Mr. Alutto, side by side with images of fetuses; (3) posted Mr. Alutto's home address and business telephone number on at least one social media website controlled or operated by Created Equal and encouraged visitors to contact Mr. Alutto and demand that Stericycle discontinue its business relationship with Planned Parenthood; (4) left approximately 300 voicemails for Mr. Alutto on his business telephone line demanding that Stericycle discontinue its business relationship with Planned Parenthood; and (5) sent Mr. Alutto over 500 emails demanding that Stericycle discontinue its business relationship with Planned Parenthood.

3. Defendants have perpetrated their unlawful and falsehood-filled smear campaign in a deliberate effort to destroy the reputations and business relationships of Plaintiffs. Defendants' unlawful actions are ongoing and, without the relief requested herein, will cause irreparable harm to Plaintiffs.

#### JURISDICTION AND VENUE

4. This Court has jurisdiction over this matter because Defendants' actions giving rise to this litigation occurred primarily in Lake County, Illinois, and Plaintiffs conduct business and Stericycle has employees in Lake County, Illinois.

5. Venue in this Court is proper pursuant to 735 ILCS 5/2-101 because all, or a portion of, Defendants' campaign has occurred in Lake County, Illinois.

#### PARTIES

6. Plaintiff Stericycle, Inc. is a Delaware corporation that collects and disposes of regulated materials, including medical waste and sharps, pharmaceuticals, and hazardous waste. Stericycle is headquartered in Lake Forest, Illinois.

7. Plaintiff Charles A. Alutto is the Chief Executive Officer of Stericycle. Mr. Alutto lives in Lake Forest, Illinois, where his office is also located.

8. Defendant Created Equal PAC is an Ohio not-for-profit corporation which describes itself on its website as "21<sup>st</sup> century defenders" with a cause of "protecting preborn children." *See* http://www.createdequal.org/about/mission.

9. Defendant Mark Harrington is the Executive Director of Created Equal PAC. On information and belief, Mr. Harrington resides in Ohio. On information and belief, Mr. Harrington controls or is responsible for managing the activities of Created Equal, including the unlawful conduct perpetrated against Plaintiffs described in this Amended Complaint.

10. Defendants Does 1–100, whose identities are not presently known to Plaintiffs, are individuals who have engaged in and perpetrated an unlawful campaign of falsehoods, harassment, intimidation, and invasion of privacy in an effort to convince Stericycle to halt its business relationship with Planned Parenthood. On information and belief, Does 1–100 were either encouraged by Created Equal to perpetrate this unlawful campaign or did so at the behest of Created Equal. On information and belief, one or more of Does 1–100 resides in Illinois.

#### **FACTUAL ALLEGATIONS**

#### Stericycle's business

11. Stericycle is a publicly traded company that serves its customers by, among other things, safely and efficiently disposing of regulated medical waste.

12. Since at least 2008, Stericycle has had a strict nationwide policy against accepting fetuses as "medical waste," even though it could lawfully do so in most states.

13. Stericycle's policy against accepting fetuses as medical waste was (and is) clearly communicated to each potential customer of Stericycle as part of Stericycle's standard Service Agreement and related waste acceptance protocol. A copy of a sample agreement and waste acceptance protocol is attached as Exhibit 1.

14. In or about 2013, Stericycle learned that, although its policy of not accepting fetuses as medical waste had been clearly communicated to its customers, some customers might be violating the Service Agreement in that respect.

15. In response, Stericycle sent a letter to all customers that it thought might be in a position to violate Stericycle's policy. The letter directed each customer to certify that it was complying and would continue to comply with the Service Agreement.

16. Because some customers did not certify that they would comply with the Service Agreement's ban on the disposal of fetuses as "medical waste," Stericycle ended its relationship with approximately 260 customers, including many Planned Parenthood locations. Since then, Stericycle has continued to turn away business from customers that refuse to certify that they will comply with Stericycle's policy.

17. In December 2015, Ohio Attorney General Mike DeWine released a report about an investigation of Planned Parenthood's abortion services. Although the report acknowledged Stericycle's Service Agreement (and Stericycle's prohibition on accepting fetuses

as medical waste), it alleged that a single Planned Parenthood location had for a stated limited period of time "use[d] only Stericycle to dispose of its aborted fetuses." The report further stated, however, that a representative of Stericycle confirmed that "Stericycle, per the [Service Agreement], does not accept fetuses and . . . there are no Planned Parenthood organizations excepted from that prohibition."

18. Concerned that certain customers might be breaching the Service Agreement, Stericycle again sent letters to all potentially relevant customers asking them to certify that, per the terms of the Service Agreement, they would not use Stericycle to dispose of fetuses.

 Stericycle sent one such letter in December 2015, and, for customers that did not provide the necessary certification, it sent follow-up letters in January and February 2016.
 Copies of these letters are attached as Exhibit 2.

20. Stericycle ended its business relationship with customers that did not certify that they would comply with the Service Agreement and that they would not use Stericycle to dispose of fetuses. As a result, Stericycle ceased approximately 140 business relationships, including several additional Planned Parenthood locations (and the single Planned Parenthood location addressed in the Ohio Attorney General's report). In total, Stericycle has stopped doing business with over 400 customers for this reason.

#### Defendants' campaign of falsehoods and harassment

21. On approximately February 12, 2016, Plaintiffs learned that a website owned or controlled by Created Equal, "killersamongus.org," identified medical waste companies, and Stericycle specifically, as abortion providers' "weak link." That website, which is still active as of the filing of this Amended Complaint, alleges that Stericycle is "Planned Parenthood's main

medical waste service provider in America." It relies on the Ohio Attorney General's report for its claims. A printout of this website is attached as Exhibit 3.

22. The website killersamongus.org also poses the question, "What if Stericycle were to stop doing the dirty work of Planned Parenthood?" with an answer, "Planned Parenthood would be unable to dispose of the babies they kill, and the murder of millions of innocent children by Planned Parenthood would likely halt." This website provides home address and business telephone, email, and fax information for Mr. Alutto, and encourages visitors to contact Mr. Alutto at his home and office and demand that Stericycle discontinue its business relationship with Planned Parenthood.

23. On or around February 12, 2016, Created Equal sent or caused to be sent postcards with graphic images of fetuses side by side with photos of Mr. Alutto and certain members of Stericycle's Board of Directors. These postcards were sent to Mr. Alutto's home in Lake Forest, and to the homes and offices of certain of Stericycle's Board members. The postcards contained false and highly offensive statements that cast Stericycle, Mr. Alutto, and certain of Stericycle's Board members in a false light. The postcards were titled "#killersamongus" and included statements that Plaintiffs "enable[] killing children" and "permit the killing to continue." A copy of one such postcard is attached as Exhibit 4.

24. On or around February 12, 2016, Created Equal posted Mr. Alutto's home address and phone numbers on a Facebook web page owned or controlled by Created Equal, and encouraged people to contact Mr. Alutto and demand that Stericycle terminate its business relationship with Planned Parenthood.

25. On or around February 12, 2016, Created Equal sent letters to Mr. Alutto and at least four of Stericycle's Board members demanding that Stericycle discontinue its business

relationship with Planned Parenthood. These letters were sent to the homes and/or offices of Mr. Alutto and certain of Stericycle's Board members.

26. Between approximately February 12, 2016 and the present, individuals affiliated with Created Equal, or other Defendants encouraged by Created Equal, have left more than 300 voicemails for Mr. Alutto on his direct business telephone line. In these voicemails, Defendants have demanded that Stericycle terminate its business relationship with Planned Parenthood.

27. Between approximately February 12, 2016, and the present, individuals affiliated with Created Equal, or other Defendants encouraged by Created Equal, have sent more than 500 emails to Mr. Alutto's business email address, in which Defendants have demanded that Stericycle terminate its business relationship with Planned Parenthood. An example of one such email is attached as Exhibit 5.

28. On or around March 29-30, 2016, individuals affiliated with Created Equal, or other Defendants encouraged by Created Equal, distributed postcards at the homes of residents in Lake Forest, Bannockburn, and Lincolnshire, Illinois. These were the same postcards described in Paragraph 22 and attached as Exhibit 4. One such postcard was delivered to Mr. Alutto's home in Lake Forest, Illinois, where Mr. Alutto lives with his wife and four school-aged children. The postcards contained a photo of Mr. Alutto along with his name, home address, and business telephone number, side by side with graphic images of mutilated fetuses, and stated that Mr. Alutto is a "#killer[]amongus." The postcards encouraged recipients to contact Mr. Alutto and demand that Stericycle terminate its business relationship with Planned Parenthood. The backs of the postcards contained contact information for Created Equal.

29. Also on or around March 29-30, 2016, individuals affiliated with Created Equal, or other Defendants encouraged by Created Equal, drove a van through the neighborhoods of Lake Forest, Bannockburn, and Lincolnshire, Illinois. A billboard was attached to the van that contained a photo of Mr. Alutto and his name, home address, and office telephone number, side by side with graphic images of mutilated fetuses and the words "#killersamongus." The billboard encouraged people to contact Mr. Alutto and demand that Stericycle terminate its business relationship with Planned Parenthood.

30. On March 29, 2016, Defendants posted to a Facebook page a photograph displaying Mr. Alutto's home and home address along with one of the postcards delivered to homes in Mr. Alutto's neighborhood.

31. As a direct, proximate, and foreseeable result of Defendants' actions, Plaintiffs have suffered injury.

32. On information and belief, Defendants plan to continue making false statements about Stericycle and Mr. Alutto. Thus, Plaintiffs' damages are ongoing.

33. In addition to the violations of law alleged herein, on information and belief, Defendants' conduct constitutes criminal intimidation in violation of 720 ILCS 5/12-6(a), and criminal harassment by telephone in violation of 720 ILCS 5/26.5-2.

34. Mr. Alutto is a respected resident of Lake Forest, Illinois, where he lives with his wife and four school-aged children. Mr. Alutto and his family are involved in many community, charitable, religious, and civic organizations. Defendants' actions described above have caused and will continue to cause reputational harm to Mr. Alutto and his family, as well as emotional, mental, and physical distress.

#### FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS ON BEHALF OF CHARLES A. ALUTTO (False Light Invasion of Privacy)

35. Mr. Alutto incorporates by reference Paragraphs 1 through 34 as though fully set forth herein.

36. Defendants, through the actions described above, have invaded Mr. Alutto's privacy by placing Mr. Alutto in a false light before the public by, among other things, placing his image side by side with graphic images of mutilated fetuses, stating that he "enable[s] killing children," and labeling him a "#killer[]amongus." In fact, Stericycle, under Mr. Alutto's leadership, strictly enforces its policy against accepting fetuses as medical waste, as demonstrated by contract terms and waste acceptance protocols and the discontinuance of business relationships with Stericycle customers, including but not limited to Planned Parenthood facilities, that do not abide by the contract terms and waste acceptance protocols. Mr. Alutto does not by any stretch of the imagination "enable[] killing children" or act as a "killer."

37. The false light in which Mr. Alutto has been placed would be highly offensive to a reasonable person.

38. Defendants acted with actual malice because they knew the statements they made about Mr. Alutto were false or they made those statements with reckless disregard for whether they were true. The report of the Ohio Attorney General on which Defendants rely is specifically limited to the period of the Ohio Attorney General's investigation, and the Ohio Attorney General emphasizes in its report and press release that Stericycle has a policy against accepting fetuses.

WHEREFORE, Plaintiff Charles A. Alutto respectfully requests that the Court grant the following relief in his favor and against Defendants:

a. Enter judgment in favor of Mr. Alutto and against Defendants on Mr. Alutto's claim for

false light invasion of privacy;

- b. Enter an order enjoining Defendants, and any and all persons acting by or under their authority or in privity or concert with them, from portraying Mr. Alutto in a false light;
- c. Award money damages in excess of \$50,000 in favor of Mr. Alutto for all damages caused by Defendants' unlawful actions;
- d. Grant Plaintiffs reimbursement of their legal fees; and
- e. Grant any additional appropriate relief.

#### SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS ON BEHALF OF CHARLES A. ALUTTO (Intentional Infliction of Emotional Distress)

39. Plaintiff Charles A. Alutto incorporates by reference Paragraphs 1 through 34 as though fully set forth herein.

40. Defendants' conduct, as described above, was extreme and outrageous. Defendants, among other things, delivered highly offensive postcards—which, because they lacked envelopes, were calculated to force the recipients (which may, as in Mr. Alutto's home, include young children) to view the graphic material printed on them—to Mr. Alutto's residence and the residences of many of his neighbors, alleged publicly that Mr. Alutto "enable[d] killing children" and that he was a "#killer[]amongus," and encouraged other Defendants to join a campaign of harassment against Mr. Alutto.

41. Defendants knew there was a strong probability that their actions would cause severe emotional distress to Mr. Alutto.

42. As a result of Defendants' actions, Mr. Alutto has suffered severe emotional distress. Because Mr. Alutto has been repeatedly forced to address the falsehoods Created Equal has spread publicly about him, he has experienced intense embarrassment during interactions with neighbors, church members, and other acquaintances in his community. Such emotional

distress has continued since Created Equal's campaign against Mr. Alutto and Stericycle invaded Mr. Alutto's neighborhood in March 2016.

WHEREFORE, Plaintiff Charles A. Alutto respectfully requests that the Court grant the following relief in his favor and against Defendants:

- a. Enter judgment in favor of Mr. Alutto and against Defendants on Mr. Alutto's claim for intentional infliction of emotional distress;
- b. Enter an order enjoining Defendants, and any and all persons acting by or under their authority or in privity or concert with them, from continuing their campaign of harassment against Mr. Alutto;
- c. Award money damages in excess of \$50,000 in favor of Mr. Alutto for all damages caused by Defendants' unlawful actions;
- d. Grant Plaintiffs reimbursement of their legal fees; and
- e. Grant any additional appropriate relief.

#### THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS ON BEHALF OF CHARLES A. ALUTTO (Defamation)

43. Plaintiff Charles A. Alutto incorporates by reference Paragraphs 1 through 34 as though fully set forth herein.

44. Defendants made several false statements about Mr. Alutto, including that he is a "#killer[]amongus" and that he "enable[s] killing children."

45. Defendants publicized these statements widely, including through killersamongus.org, through distribution of postcards, and through their use of a roving billboard driven through Mr. Alutto's neighborhood and other neighborhoods in Lake Forest, Bannockburn, and Lincolnshire, Illinois.

46. Defendants acted with actual malice because they knew the statements they made concerning Mr. Alutto were false or they made such statements with reckless disregard for whether they were true.

47. The statements Defendants made about Mr. Alutto damaged his personal and professional reputations by imputing the commission of a crime to Mr. Alutto.

WHEREFORE, Plaintiff Charles A. Alutto respectfully requests that the Court grant the following relief in his favor and against Defendants:

- a. Enter judgment in favor of Mr. Alutto and against Defendants on Mr. Alutto's claim for defamation;
- b. Enter an order enjoining Defendants, and any and all persons acting by or under their authority or in privity or concert with them, from defaming Mr. Alutto;
- c. Award money damages in excess of \$50,000 in favor of Mr. Alutto for all damages caused by Defendants' unlawful actions;
- d. Grant Plaintiffs reimbursement of their legal fees; and
- e. Grant any additional appropriate relief.

#### FOURTH CAUSE OF ACTION AGAINST ALL DEFENDANTS ON BEHALF OF STERICYCLE, INC. (Defamation)

48. Plaintiff Stericycle, Inc. incorporates by reference Paragraphs 1 through 34 as though fully set forth herein.

49. Defendants made several false statements about Stericycle, including that it is a "#killer[]amongus" and that it "enable[s] killing children."

50. Defendants publicized such statements widely, including through killersamongus.org, through distribution of postcards, and through its use of a roving billboard

driven through neighborhoods in Lake Forest (where Stericycle is headquartered), Bannockburn, and Lincolnshire, Illinois.

51. Defendants acted with actual malice because they knew the statements they made concerning Stericycle were false or they made such statements with reckless disregard for whether they were true.

52. The statements Defendants made about Stericycle damaged its reputation by imputing the commission of a crime to Stericycle.

WHEREFORE, Plaintiff Stericycle respectfully requests that the Court grant the following relief in its favor and against Defendants:

- Enter judgment in favor of Stericycle and against Defendants on Stericycle's claim for defamation;
- b. Enter an order enjoining Defendants, and any and all persons acting by or under their authority or in privity or concert with them, from defaming Stericycle;
- c. Award money damages in excess of \$50,000 in favor of Stericycle for all damages caused by Defendants' unlawful actions;
- d. Grant Plaintiffs reimbursement of their legal fees; and
- e. Grant any additional appropriate relief.

Dated: April 25, 2016

Respectfully submitted,

CSON

Scott R. Lassar (IL Bar No. 1586270) Brian J. Gold (IL Bar No. 6182709) Frank J. Favia, Jr. (IL Bar No. 6289458) Jason G. Marsico (IL Bar No. 6316884) SIDLEY AUSTIN LLP One South Dearborn Street Chicago, Illinois 60603 Ph.: 312.853.7000 <u>slassar@sidley.com</u> <u>ffavia@sidley.com</u> <u>imarsico@sidley.com</u>

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Attorneys for Stericycle, Inc. and Charles A. Alutto

### Exhibit 1



SERVICE AGREEMENT

Service Address Company Name:			Billing Address (If I Company Name:	Different)		
Address 1: Address 2:			Address 1: Address 2:			
City/State/Zip:	( ) aut		_ City/State/Zip:		a.v.t	
Phone: Contact: E-Mail:	() ext.	_ <u>Fax:</u> () <u>Title:</u>	Phone: Billing Contact: Billing E-Mail:	( <u>    )                                </u>		<u>Fax:</u> () <u>Title:</u>

SF #:

Stericycle
BUDGET
PLAN

#### Biohazardous Waste Disposal Services

FLEXIBLE

Scheduling

**Full Range of** 

DOT COMPLIANT

Containers

FULLY COMPLIANT

Transportation

and **Disposal** 

#### **MEDICAL WASTE SERVICES**

**Trusted handling of Biohazardous Waste/Sharps** from collection through treatment to final documented disposal. Service frequency options to meet state-specific regulations.



#### **ONLINE MANIFEST ACCESS**

Manifest & Shipping Paper Archive for convenient storage and retrieval of regulated medical waste records.



#### **COMPLIANCE PORTAL** 24x7 on MyStericycle.com MyStericycle.com makes it easy to:

- Manage Waste Pickups
- Pay Bills Online
- Access Regulatory Training including:

**Biohazardous Waste Training** on state-specific regulations and proper waste segregation and handling.

**DOT Training** as required by Department of Transportation every 3 years and within 90 days of hire.

#### MONTHLY SERVICE FEE (\$ PER MONTH): \$

Program Level: Budget Plan	*Additional Waste Services (Not available in all areas)				
	CATEGORY	FREQUENCY (STOPS/YR)	\$/EA ADD'L STOP	MAX YEARLY CONTAINERS	\$/EA ADD'L CONTAINER
Payment Schedule:	RMW				current container rate plus 10%
Contract Effective Date:					
Any additional services or products selected by					
Customer shall be billed separately according					
to current Stericycle pricing.					
*Customer certifies that they will properly classify and	d segregate special waste stream	s and that they will	not co-mingle th	ose waste streams v	vith any other.
By signing below I acknowledge that I am Cu by the terms and conditions that appear on t	•		,	•	
CUSTOMER: X	PLEASE PRINT:		T:+1,-		
			IIIE		Date:
STERICYCLE: X	PLEASE PRINT:				

4010 Commercial Ave., Northbrook, IL 60062 • Phone (847) 943- • F (866) -----

Account/Site # \_

1. Regulated Medical Waste Services (a) Stericycle, Inc. shall collect, transport, treat and dispose of all Regulated Medical Waste (except Nonconforming Waste) generated by Customer during the term of this Agreement. (b) Responsibility for transportation of Regulated Medical Waste collected from Customer shall transfer and vest in Stericycle at the time it is loaded onto Stericycle's vehicle. Customer shall have title to Regulated Medical Waste at all prior times. Customer shall hold title to any Non-Conforming Waste at all times, whether refused for collection or returned to the customer for proper disposal after collection. All Regulated Medical Waste must be accompanied by a properly completed shipping document pursuant to 49 CFR 172.202 (Manifest). (c) Stericycle employees may refuse containers that are determined to be Non-Conforming Waste as identified in the Waste Acceptance Policy (WAP). Customer shall place only "Regulated Medical Waste" as defined by 49 CFR 173.134 or by any other federal, state and local regulations. (d) Customer represents and warrants that i) the waste presented for disposal will not contain any "hazardous", "toxic", "radioactive" or Non-Conforming Wastes as defined by all applicable laws, regulations and the WAP, ii) the waste strictly conforms to Stericycle's WAP and their local laws and regulations concerning Regulated Medical Waste and iii) they have reviewed the attached WAP and its complete definitions and requirements. (e) Customer shall be liable for any and all injuries, losses and damages resulting from Non-Conforming Waste. (f) All lab wastes or materials which contain or have the potential to contain infectious substances arising from those agents listed under 42 CFR 72.3 are strictly prohibited from medical waste by federal law and must be pretreated prior to disposal. (g) Further definitions are included under the current WAP, which is attached and made a part of this Agreement and specifically incorporated herein. Stericycle reserves the right to change the WAP at any time to ensure compliance with applicable laws or regulations. A copy of Stericycle's WAP may also be obtained from your local Stericycle representative.

2. Term and Pricing Subject to the provisions below, the term ("Term") of this Agreement shall be Sixty (60) months from the Effective Date. (a) This Agreement shall automatically renew for successive terms equal to the original Term (each an "Extension Term") unless either party has given sixty (60) days notice, in writing, during the six (6) month period prior to the renewal date of its desire to terminate this agreement. All Extension Terms shall be subject to the terms and conditions hereunder. (b) Stericycle reserves the right to adjust the contract price to account for operational changes it implements to comply with documented changes in law, to cover increases in the cost of fuel, insurance, residue disposal, or to otherwise address cost escalation. (c) In the event Customer terminates this Agreement prior to expiration of the term hereof (or any "Extension Term") or fails to perform any of its obligations under this Agreement, Stericycle shall have, without limitation, all rights and remedies provided at law or in equity, as well as the right to recover from Customer an amount (which the parties hereby acknowledge constitutes Stericycle's liquidated damages and not a penalty) equal to fifty percent of the Customer's average monthly charge multiplied by the number of months (including any partial months), remaining until the expiration date of the then current term hereof. (d) Stericycle shall have the right to terminate this Agreement at any time by giving Customer at least sixty (60) days notice in the event that it is unable to continue performing its obligations under this Agreement due to the suspension, revocation, cancellation or termination of any permit required to perform this Agreement or in the event that a change in any law or regulation makes it impractical or uneconomical, in Stericycle's sole discretion, to continue performing this Agreement.

3. Billing Stericycle shall provide Customer with monthly, quarterly or annual invoices that are due upon receipt. Customer agrees to pay a late charge on any amounts owed to Stericycle that are more than 30 days old, at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law. Customer shall bear any costs that Stericycle may incur in collecting overdue amounts from Customer, including, but not limited to, reasonable attorneys' fees and court costs. Should any amounts due pursuant to this Agreement remain unpaid for more than 30 days from the date of the debt's first invoice. Stericycle shall have the option, without notice to Customer, to suspend service under this Agreement until the overdue amounts (plus late charges and collection fees) are paid. In addition to Stericycle's charges for services and products under this Agreement, the Customer shall pay all taxes imposed or levied by any governmental authority with respect to such services or products. These taxes include all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but do not include any taxes on Stericycle's net income). Stericycle shall cooperate with the Customer to determine the applicability of any exemption certificates that the Customer provides to Stericycle in a timely manner. Notwithstanding any

limit to adjust the contract price, Stericycle reserves the right to further adjust the amounts payable and due to Stericycle for fees including, but not limited to environmental protection, compliance, waste management, or safety. In the event that Stericycle suspends services under this Agreement for any reason, including the expiration or termination of this Agreement or Customer's breach (see 2(c), above), Stericycle may remove all containers belonging to it from Customer's premises and assess a \$50.00 pick up fee for such removal.

4. Surcharge Stericycle may also impose a surcharge in the event that Stericycle attempts to pick up waste at a Customer location (on either a scheduled pick-up or in response to a Customer request) and, through no fault of Stericycle, either (a) there is no Regulated Medical Waste for Stericycle to pick up, (b) waste is not ready for pick-up or (c) the Customer location is closed. Excess waste volumes significantly greater than average volume for similar generators or exceeding maximum allowable containers per year shall be subject to a surcharge of Customer's current container rate plus 10%, at Stericycle's discretion. Stericycle will impose this surcharge to deter abuses, including but not limited to, solid waste disposed in the medical waste stream, or Customer consolidation of the waste of several generators under one site. Stericycle may bill additional charges for each non-compliant container provided by Customer. Non-compliant containers subject to additional charges include, but are not limited to containers that are overweight under applicable laws, rules or regulations; those containers exceeding 50 lbs; containers holding non-conforming waste; and containers where the waste is improperly segregated or packaged.

5. Liability for Equipment Customer shall have the care, custody and control of containers and other equipment owned by Stericycle and placed at Customer's premises and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of Stericycle. Customer agrees to defend, indemnify and hold harmless Stericycle from and against any and all claims for loss or damage to property, or personal injury or death, resulting from or arising in any manner out of Customer's use, operation or possession of any containers and other equipment furnished under this Agreement. Any damage or loss to such containers and equipment, other than normal wear and tear, will be charged to Customer at full replacement value.

6. Indemnification (a) Stericycle shall indemnify and hold Customer harmless from any liabilities arising from the gross negligence or willful misconduct of Stericycle in the performance of its obligations under this Agreement. Customer shall indemnify and hold harmless Stericycle from any liabilities arising from the gross negligence or willful misconduct of Customer, which shall include, but not be limited to, failure to properly store, package, label, or segregate Regulated Medical Waste and any liabilities relating to Non-Conforming Waste, whether or not collected, transported or treated by Stericycle. Each party agrees to pay the reasonable attorneys' fees and costs incurred by the other in bringing a successful indemnification claim under this Paragraph. Customer agrees to pay Stericycle's reasonable attorney's fees incurred for any successful defense by Stericycle of a suit for indemnification brought against Stericycle by Customer. (b) Stericycle will indemnify and hold harmless any Customer who subscribes to a Preferred Program from any fine or portion thereof resulting from an OSHA citation explicitly describing a blood-borne pathogen or medical waste management practice specifically addressed only by the Preferred Program training and materials. Provided, however, that Stericycle's obligation to indemnify Customer under this sub-Paragraph (b) is contingent upon (1) Customer having followed or following each recommendation and instruction included in the Preferred Program (whether expressed verbally by employees or agents of Stericycle or as set forth in any written or electronic materials) and (2) Customer notifying Stericycle as soon as possible after it learns that it will be the subject of an OSHA inspection, and shall allow employees or agents of Stericycle to attend the inspection and to defend the Customer's blood-borne pathogen and medical waste management practices during the inspection. Customer's failure to perform any of its obligations under this sub-Paragraph (b) to Stericycle's satisfaction shall absolve Stericycle of its indemnification responsibilities under this sub-Paragraph (b). This sub-Paragraph (b) applies only to the Preferred Level Program.

**7. Compliance Materials** To the extent that Stericycle provides Customer with any electronic or printed materials (the "Compliance Materials") it provides these materials subject to a limited license to Customer to use the Compliance Materials for Customer's own, noncommercial use. Stericycle may revoke this license at its discretion at any time. Customer may not copy or distribute the Compliance Materials in any manner, not use or republish the Compliance Materials for or to any third party or audience, including but not limited to business/trade groups or associations, chambers of commerce, professional, fraternal or educational associations or reciprocating or cooperating service providers. Customer acknowledges the prejudice that it causes to Stericycle by violating the foregoing terms as well as the difficulty in calculating economic damage to Stericycle as a result thereof and therefore agrees to pay to Stericycle the sum of \$5000.00 for each such violation of those terms. Customer agrees to return all Compliance Materials to Stericycle at Customer's expense at the expiration or termination of this Agreement. Stericycle may charge Customer a fee for failure to return Compliance Materials at the expiration of the Term. FOR PREFERRED PROGRAM CUSTOMERS ONLY: Stericycle's OSHA Compliance Program includes: one annual on-site mock OSHA evaluation and one annual bloodborne pathogens training at a single Customer building for each site location where Regulated Medical Waste Services are provided.

8. Compliance with Laws Stericycle hereby agrees to carry General Liability, Automobile Liability, and Workmen's Compensation Insurance as required by applicable state law, and to otherwise comply with all federal and state laws, rules and regulations applicable to its performance hereunder. As of the date of this Agreement, Stericycle has all necessary permits, licenses, zoning and other federal, state or local authorizations required to perform the services under this Agreement and will furnish copies of these to Customer upon request. Customer hereby agrees to comply with all federal and state laws, rules and regulations applicable to its handling of Regulated Medical Waste and its performance under this Agreement, including, without limitation, all applicable record keeping, documentation and manifesting requirements. Customer acknowledges that Stericycle has advised Customer of the Regulated Medical Waste service frequency requirements within their state (if applicable), and Customer has determined its desired frequency independent of Stericycle's recommendation. Customer hereby agrees to indemnify and hold Stericycle harmless for any decisions around service frequency by Customer that do not comply with state regulations. Stericycle and Customer shall keep and retain adequate books and records and other documentation including personnel records, correspondence, instructions, plans, receipts, vouchers, copies of manifests and tracking records consistent with and for the periods required by applicable regulations and guidelines pertaining to storage or handling of Regulated Medical Waste and the services to be performed under this Agreement.

**9. Exclusivity** Customer agrees to use no other Regulated Medical Waste disposal service or method during the Term of this Agreement and any Extension Terms.

**10. Excuse of Performance** Stericycle shall not be responsible if its performance of this Agreement is interrupted or delayed by contingencies beyond its control, including, without limitation, acts of God, war, blockades, riots, explosion, strikes, lockouts or other labor or industrial disturbances, fires, accidents to equipment, injunctions or compliance with laws, regulations, guidelines or orders of any governmental body or instrumentality thereof (whether now existing or hereafter created).

**11. Independent Contractor** Stericycle's relationship with Customer pursuant hereto is that of an independent contractor, and nothing in this Agreement shall be construed to designate Stericycle as an employee, agent or partner of or a joint venture with Customer.

**12. Amendment and Waiver** Changes in the types, size and amount of equipment or the frequency of service may be mutually agreed to orally or in writing by the parties, without affecting the validity of this Agreement. Consent to oral changes shall be evidenced by the practices and actions of the parties. All other amendments to this Agreement (other than as

provided in 2(b)) shall be effected only by a written instrument executed by the parties. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty.

**13. Savings Clause** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions of this Agreement; this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless such finding shall impair the rights or increase the obligations of Stericycle hereunder, in which event, at Stericycle's option, this Agreement may be terminated.

**14. Entire Agreement** This Agreement (including any attachments, exhibits and amendments made in accordance with Paragraph 12) constitutes the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors, assigns legal representatives and heirs of the parties hereto provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Stericycle, which consent of Stericycle may not unreasonably withhold.

**15. Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the conflicts of laws or rules of any jurisdiction.

**16. Notices** All required notices, or those which the parties may desire to give under this Agreement shall be in writing and sent to the parties' addresses set forth above.

**17. Originals** A copy or facsimile of this Agreement shall be as effective as an original.

**18. Purchase Orders** Any terms or conditions contained in any Purchase Order, Purchase Order Agreement, or other invoice acknowledgment, Order by Customer or proposed at any time by Customer in any manner, which vary from, or conflict with the terms and conditions in the Stericycle Service Agreement are deemed to be material alterations and are objected to by Stericycle without need of further notice of objection and shall be of no effect nor in any circumstances binding upon Stericycle unless expressly accepted in writing. If Customer's standard purchase order form is provided to Stericycle in connection with this Agreement, the terms and conditions for that Purchase Order will be superseded by the provisions of this Agreement and the use of the purchase order shall be only to facilitate Customer's payment of fees to Stericycle. Written acceptance or rejection by Stericycle of any such terms or conditions shall not constitute an acceptance of any other additional terms or conditions.

**19. Waste Brokers** Stericycle reserves the right to deal solely with the Customer and not with any third party agents of the customer for all purposes relating to this Agreement. Customer represents and warrants to Stericycle that it is the medical waste generator and is acting for its own account and not through a broker or agent. Stericycle shall be entitled to terminate this agreement and seek all available legal remedies, including but not limited to liquidated damages, in the amount set forth herein for Customer's breach of this representation and warranty.



# REGULATED MEDICAL WASTE ACCEPTANCE POLICY

Stericycle policy requires compliance with all applicable regulations regarding the collection, transportation and treatment of regulated medical waste. Federal Department of Transportation (DOT) Regulations require the generator of regulated medical waste to certify that the packaging and documentation of transported regulated medical waste complies with DOT regulations regarding waste dassification, packaging, labeling and shipping documentation. To ensure that neither Stericycle nor the generator of regulated medical waste violates applicable regulations, it is imperative that all parties understand the rules regarding proper identification, dassification, segregation and packaging of regulated medical waste for collection, transportation and treatment. Additional facility for preparing your medical waste for collection, transportation and treatment. Additional facility wor local representative for further information. You may also call (866) 783-7422.

# **REGULATED MEDICAL WASTE**

Stericycle accepts medical waste generated in a broad range of medical, diagnostic, therapeutic and research activities. The term "medical waste" includes biohazardous, biomedical, infectious or regulated medical waste as defined under federal, state or local laws, rules, regulations and guidelines. Except as defined by specific state regulations, this **exdudes** RCRA hazardous waste pharmaceuticals, all DEA scheduled drugs including "controlled substances, buik chemotherapy, waste containing mercury or other heavy metals, batteries of a "controlled substances, buik chemotherapy, waste containing mercury or other heavy metals, batteries of a "controlled substances, buik liquids, radiooactive materials; or complete human remains (including fram Metals, batteries of marerials classified as hazardous waste, chemicals such as solvents, reagents, cornorises or ignitiale marerials in a fate EPA Regulations. In addition, Stericyde **cannot accept** bulk liquids, radiooactive materials, or complete human remains (including heads, full torsos and fetuses). Stericyde **cannot accept** these excluded materials packaged as regulated medical waste. All lab waste sor materials which contain or have the potential to contain infectious substances arising from those agents listed under 2 CRT 7.2.3 are stricty prohibited from medical waste by federal law and must be pretreated prior to disposal. Separate protocol and packaging requirements apply for the disposal of non-hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please contact your local representative for details and packaging specifications.

# WASTE SEGREGATION AND PACKAGING

The generator is solely responsible for properly segregating, packaging and labeling of regulated medical waste. Proper segregation and packaging reduces the potential for accidental release of the contents and exposure per employees and the general public. DOT regulations require (49 CFR 173.197) that all packages of regulated medical waste be prepared for transport in containers meeting the following requirements: 1) rigid, 2) leak resistant; 3) impervious to moisture; 4) of sufficient strength to prevent tearing or bursting under normal conditions of use and handling; 5) sealed to prevent leakage during transport and 6) puncture resistant for sharps. All regulated medical waste must be accompanied by a properly completed shipping document (See 49 CFR 172.202).

# MANAGEMENT OF NON-CONFORMING WASTE

As required by regulation and company policy, Stericycle employees may refuse containers that are nonconforming because of their contents or are improperly packaged, leaking, damaged or likely to create a risk of exposure to employees or the general public. Any waste found to be non-conforming to this Waste Acceptance Policy identified in route to, or at a Stericycle location, may be returned to the generator for proper packaging and disposal, or may be rerouted for appropriate destruction, this may include improperly marked regulated medical waste which should have been identified for incineration (i.e. pathological, chemotherapy or non-hazardous pharmaceuticals) Proper segregation and packaging is essential to ensure compliant and safe handling, collection, transportation and treatment of regulated medical waste.

STERICYCLE REGULATED MEDICAL WASTE ACCEPTANCE POLICY CHECKLIST

# ACCEPTED REGULATED MEDICAL WASTE

- Sharps Means any object contaminated with a pathogen or that may become contaminated with a
  pathogen through handling or during transportation and also capable of cutting or penetrating skin or
  a packaging material. Sharps includes needles, syringes, scalpels, broken glass, culture slides, culture
  dishes, broken capillary tubes, broken rigid plastic, and exposed ends of dental wires.
- Regulated Medical Waste or Clinical Waste or (Bio) Medical Waste Means a waste or reusable material derived from the medical treatment of an animal or human, which includes diagnosis and immunization, or from biomedical research, which includes the production and testing of biological products.

# ACCEPTED REGULATED MEDICAL WASTE WHICH MUST BE IDENTIFIED AND Segregated for incineration

- Trace Chemotherapy Contaminated Waste RCRA Empty drug vials, syringes and needles, spill kits, IV tubing and bags, contaminated gloves and gowns, and related materials as defined in applicable laws;
  - tubing and bags, contaminated gloves and gowns, and related materials as defined in applicable laws rules, regulations or guidelines • Pathological Waste - Human or animal body parts, organs, tissues and surgical specimen (decanted of
    - reautological waste numeri or annina toog parts, organs, usses and sugger specimen (vecamed or formaldehyde, formalin or other preservatives as required per hazardous waste rules).
- Non-RCRA Pharmaceuticals Must be characterized and certified as non-RC RA hazardous material by the generator. Excludes all DEA scheduled drugs, including controlled substances\*
- California Only Solidified Suction Canisters Suction canisters that have been injected with solidifier materials to control liquids or suction canisters made of high heat resistant plastics such as polysulfone

# REGULATED MEDICAL WASTE NOT ACCEPTED BY STERICYCLE

- Untreated Category A Infectious Substances
- Complete Human Remains (including heads, full torsos, and fetuses)
  - Bulk Chemotherapy Waste
- Mercury-Containing Dental Waste Non-contact and contact amalgam and products, chairside traps, amalgam sludge or vacuum pump filters, extracted teeth with mercury fillings and empty amalgam
  - capsules Any Mercury Containing Material or Devices - Any mercury thermometers, Sphygmomanometers,
    - lab or medical devices • RCRA Hazardous Pharmaceutical Waste and all DEA Federal and State controlled substances\*
      - Chemicals Formaldehyde, formalin, acids, alcohol, waste oil, solvents, reagents, fixer developer, fluorescelin, divinescelin, acids, alcohol, waste oil, solvents, reagents, fixer developer, fixer developer, fixer developer, fluorescelin, acids, alcohol, waste oil, solvents, reagents, fixer developer, fix
        - Compressed Gas Cylinders, Canisters, Inhalers and Aerosol Cans
- Hazardous or Universal Waste any other waste determined by Federal or State EPA regulations
- inducing but not limited to batteries, bulbs, heavy metals, etc. • Radioactive Waste - Any container with a radioactivity level that exceeds regulatory or permitted limits; lead-containing materials

# \*Consult Stericycle Representative for specific requirements

Additional waste acceptance policies may apply based on state or pe rimit specific requirements. Hazardous waste transportation services may be offent in certain ageographications, united separate contract. Please refer to your local Steriopic Representative for additional information and options for possible hazardous water handling. For additional information on container and abeling requirements contact our Steriopice Customer Service Department at (866) 783-7422.

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### Exhibit 2



December 3, 2015

Stericycle Customer #: <CustId>-<ShipToId>

<Company> <Contact> <Address1> <Address2> <City>, <State> <Zip>

#### CONFIDENTIAL RESPONSE REQUIRED BY DECEMBER 31, 2015.

Dear Valued Customer,

At Stericycle Inc. we are committed to providing services and products that help our customers meet their regulatory obligations. To ensure that both Stericycle and the generator of regulated medical waste are in full compliance with applicable local, state and federal regulations, it is important that proper identification, classification, segregation and packaging is followed.

Our Service Agreement and Waste Acceptance Protocol states:

"In addition, Stericycle cannot accept bulk liquids, radioactive materials or complete human remains (including heads, full torsos and fetuses)."

As generator, it is your responsibility to ensure compliance with the established Waste Acceptance Protocol (WAP) requirements. For your convenience attached you will find Stericycle's WAP with this section highlighted for your review. If you have any additional questions regarding your waste and the restrictions within the WAP please contact 1-855-783-7411.

As a routine measure to reinforce our Regulated Medical Waste Acceptance Policy, we need you to complete the attached acknowledgement form. This will ensure that Stericycle can continue to properly and compliantly service your medical waste needs. Please fax your completed form to **1-888-649-0625** by December 31st, 2015.

If your facility generates Complete Human Remains waste, please contact your local mortuary or crematory for further assistance. Per most state regulations and the attached Stericycle WAP, these materials must be managed through these means **and may not be placed in Stericycle regulated medical waste containers.** 

Thank you for your prompt attention to this request. Working together, we can ensure compliance with the established Waste Acceptance Protocol requirements.

Respectfully Yours,

Selin Hoboy VP – Legislative and Regulatory Affairs Stericycle, Inc.

#### •• IMPORTANT •• TO ENSURE CONTINUED COMPLIANCE

#### PLEASE COMPLETE AND FAX TO: 1-888-649-0625 by DECEMBER 31, 2015

Customer #: <CustId>-<ShipToId>

<Company> <Contact> <Address1> <Address2> <City>, <State> <Zip>

I acknowledge that the following information is accurate and complete regarding all wastes generated at the above location. I understand and acknowledge that **Stericycle cannot accept** Complete Human Remains as regulated medical waste and have presented this information to the necessary individuals on staff at this facility. (*Examples of Complete Human Remains include heads, torsos, and fetuses*).

#### Please check only the statements that are applicable to the location listed above:

\_\_\_\_\_ No Complete Human Remains as described are generated at this location.

- \_\_\_\_\_ All Complete Human Remains as described generated at this location are properly segregated and managed of through licensed providers. Therefore, we do **not** dispose of Complete Human Remains waste in Stericycle Regulated Medical Waste containers.
- *For additional information or questions regarding this matter I have been informed that I can contact my customer service at* 1-855-783-7411.

Print Name:	Date:
Signature:	Title:
Phone Number: ()	Email:

Stericycle respects your privacy — all fax responses are received in a secure eFax environment (arriving as email in a privately-monitored inbox).

#### FAX COMPLETED FORM TO 1-888-649-0625

Stericycle	REGULATED MEDICAL WASTE ACCEPTANCE POLICY
Stericycle policy requires compliance with all applicable regulations regarding the collection, transportation and treatment of regulated medical waste. Federal Department of Transportation (DOT) Regulations require the generator of regulated medical waste to certify that the packaging and documentation of transported regulated medical waste complies with DOT regulations regarding waste classification, packaging, labeling and shipping documentation. To ensure that neither Stericycle nor the generator of regulated medical waste complies with DOT regulations regarding waste classification, packaging, labeling and shipping documentation. To ensure that neither Stericycle nor the generator of regulated medical waste violates applicable regulations, it is imperative that all parties understand the rules regarding proper identification, classification, segregation and packaging of regulated medical waste for collection, transportation and treatment. Additional facility or state-specific waste acceptance policies may apply based on permit specifications. Please contact your local representative for further information. You may also call (866) 783-7422.	<ul> <li>STERICYCLE REGULATED MEDICAL WASTE ACCEPTANCE POLICY CHECKLIST</li> <li>ACCEPTED REGULATED MEDICAL WASTE</li> <li>Sharps - Means any object contaminated with a pathogen or that may become contaminated with a pathogen through handling or during transportation and also capable of cutting or penetrating skin or a packaging material. Sharps includes needles, syringes, scalpels, broken glass, culture slides, culture slides, culture dishes, broken rigid plastic, and exposed ends of dental wires.</li> <li>Regulated Medical Waste or (Bio) Medical Waste - Means a waste or reusable material derived from the medical treatment of an animal or human, which includes diagnosis and immunization, or from biomedical research, which includes the production and testing of biological products.</li> <li>ACCEPTED REGULATED MEDICAL WASTE WHICH MUST BE IDENTIFIED</li> </ul>
<b>REGULATED MEDICAL WASTE</b> Sereicyde accepts medical waste generated in a broad range of medical, diagnostic, therapeutic and research activities. The term "medical waste generated in a broad range of medical, infectious or regulated medical waste state regulations: this excludes RCAA hazardous, biomedical, infectious or regulated medical waste state regulations: this excludes RCAA hazardous waste containing metcury or other heavy metals, battenes of any type, cauterizers, non-infectious dental waste, chemicals such as solvents, reagents, corrosives or ignitable any type, cauterizers, non-infectious dental waste, chemicals such as solvents, reagents, corrosives or ignitable and fetuses). Stericycle cannot accept these excluded materials, or complete human remains (moding) heads, full torso and fetuses). Stericycle cannot accept these excluded materials packaged as regulated medical waste. All lab wastes or materials which contain on have the potential to contain infectious subtances arising from those appents listed under 42 CfR 72.3 as strictly prohibited from medical waste by federal law and must be pretrated prior to disposal. Separate provisos to maste networks may be offered in certain geographical locations, under separate contract. Please contact your local representative for details and for maste between the generations swate transportation services may be offered in certain geographical locations, under separate contract. Please contact your local representative for details and and maste be pretrated proves sergaging and labeling of regulation and packaging areduce transportation services and the general public. CDT regulations require (49 CfR 173.307) that all packages of regulated medical waste by intervious to mosture, 40 of sufficient strenging the following requirements. 1) impervious to mosture, 40 of sufficient strenging to prevent labeled of the orden allocated or solverse and waste and waste method period or appropriate destand and disposal, or may be returned by a properly completed playing re	<ul> <li>Trace Chemotherapy Contaminated Waste - RCRA Empty drug vials, syringes and headles, spill kits, IV tubing and bags, contaminated gloves and gowns, and related materials as defined in applicable laws, tubing and bags, contaminated gloves and gowns, and related materials as defined in applicable laws, tubing and Naste - Human or animal body parts, organs, itssues and surgical Nosto - Must be characterized and certified as non-RC RA Phazardous material by the generator. Excludes all DEA scheduled drugs, including controlled substances*</li> <li>entitionia Onty - Solidited Suction Canisters - Suction canisters that have been injected with solidifier autoin or anterials to control liquids or suction canisters made of high heat resistant plastics.</li> <li>REGULATED MEDICAL WASTE NOT ACCEPTED BY STERICYCLE</li> <li>REGULATED MEDICAL WASTE AND ACCEPTED BY STARCES of the methy analgam and products, chairisde traps, and annigam sludge or vaccum pump filters, extracted teeth with mercury fillings and empty analgam and sound filters, extracted teeth with mercury fillings and empty analgam and products, chairial Devoce</li></ul>
IMPORTANT Read, review, sign and return via fax to 888-649-0625 by December 31, 2015.	ember 31, 2015. Customer: <company> Customer #: <custid>-<siteid></siteid></custid></company>

Signature: \_

Date: \_

Printed Name: \_



January 18, 2015

Stericycle Customer #: <CustId>-<ShipToId>

<Company> <Contact> <Address1> <Address2> <City>, <State> <Zip>

#### 2<sup>ND</sup> REQUEST

#### CONFIDENTIAL RESPONSE REQUIRED BY FEBRUARY 29, 2015.

Dear Valued Customer,

At Stericycle Inc. we are committed to providing services and products that help our customers meet their regulatory obligations. To ensure that both Stericycle and the generator of regulated medical waste are in full compliance with applicable local, state and federal regulations, it is important that proper identification, classification, segregation and packaging is followed.

#### Our Service Agreement and Waste Acceptance Protocol states:

#### "In addition, Stericycle cannot accept bulk liquids, radioactive materials or complete human remains (including heads, full torsos and fetuses)."

As generator, it is your responsibility to ensure compliance with the established Waste Acceptance Protocol (WAP) requirements. For your convenience attached you will find Stericycle's WAP with this section highlighted for your review. If you have any additional questions regarding your waste and the restrictions within the WAP please contact 1-855-783-7411.

As a routine measure to reinforce our Regulated Medical Waste Acceptance Policy, we need you to complete the attached acknowledgement form. This will ensure that Stericycle can continue to properly and compliantly service your medical waste needs. *To avoid interruption of your services including the pickup of regulated medical waste at your site, please fax your completed form to* **1-888-649-0625** *by February* 29<sup>th</sup>, 2015.

If your facility generates Complete Human Remains waste, please contact your local mortuary or crematory for further assistance. Per most state regulations and the attached Stericycle WAP, these materials must be managed through these means **and may not be placed in Stericycle regulated medical waste containers.** 

Thank you for your prompt attention to this request. Working together, we can ensure compliance with the established Waste Acceptance Protocol requirements.

Respectfully Yours,

Selin Hoboy VP – Legislative and Regulatory Affairs Stericycle, Inc.

Stericycle, Inc. •4010 Commercial Avenue • Northbrook, Illinois 60062 • www.stericycle.com

#### • IMPORTANT • TO ENSURE CONTINUED COMPLIANCE

#### PLEASE COMPLETE AND FAX TO: 1-888-649-0625

by February 29, 2015

Customer #: <CustId>-<ShipToId>

<Company> <Contact> <Address1> <Address2> <City>, <State> <Zip>

I acknowledge that the following information is accurate and complete regarding all wastes generated at the above location. I understand and acknowledge that **Stericycle cannot accept** Complete Human Remains as regulated medical waste and have presented this information to the necessary individuals on staff at this facility. (*Examples of Complete Human Remains include heads, torsos, and fetuses*).

#### Please check only the statements that are applicable to the location listed above:

\_\_\_\_\_No Complete Human Remains as described are generated at this location.

All Complete Human Remains as described generated at this location are properly segregated and managed of through licensed providers. Therefore, we do **not** dispose of Complete Human Remains waste in Stericycle Regulated Medical Waste containers.

*For additional information or questions regarding this matter I have been informed that I can contact my customer service at* 1-855-783-7411.

Print	Date:
Name:	Title:
Signature:	Email:
Phone Number: ( )	

Stericycle respects your privacy — all fax responses are received in a secure eFax environment (arriving as email in a privately-monitored inbox).

#### FAX COMPLETED FORM TO 1-888-649-0625



### regulated medical waste acceptance policy

Stericycle policy requires compliance with all applicable regulations regarding the collection, transportation and treatment of regulated medical waste. Federal Department of Transportation (DOT) Regulations require the generator of regulated medical waste to certify that the packaging and documentation of transported regulated medical waste complies with DOT regulations regarding waste classification, packaging, labeling and shipping documentation. To ensure that neither Stericycle nor the generator of regulated medical waste violates applicable regulations, it is imperative that all parties understand the rules regarding proper identification, classification, segregation and packaging of regulated medical waste for collection, transportation and treatment. Additional facility or state-specific waste acceptance policies may apply based on permit specifications. Please contact your local representative for further information. You may also call (866) 783-7422.

#### **REGULATEDMEDICALWASTE**

Stericycle accepts medical waste generated in a broad range of medical, diagnostic, therapeutic and research activities. The term "medical waste" includes biohazardous, biomedical, infectious or regulated medical waste as defined under federal, state or local laws, rules, regulations and guidelines. Except as defined by specific state regulations, this **excludes** RCRA hazardous waste pharmaceuticals, all DEA scheduled drugs including "controlled substances, bulk chemotherapy, waste containing mercury or other heavy metals, batteries of any type, cauterizers, non-infectious dental waste, chemicals such as solvents, reagents, corrosives or ignitable materials classified as hazardous waste under Federal and State EPA Regulations. In addition, Stericycle **cannot accept** bulk liquids, radioactive materials, or complete human remains (including heads, full torsos and fetuses). Stericycle **cannot accept** these excluded materials packaged as regulated medical waste. All lab wastes or materials which contain or have the potential to contain infectious substances arising from those agents listed under 42 CFR 72.3 are strictly prohibited from medical waste by federal law and must be pretreated prior to disposal. Separate protocol and packaging requirements apply for the disposal of non-hazardous pharmaceuticals. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please contact your local representative for details and packaging specifications.

\* Un-dispensed from DEA Registrant

#### WASTE SEGREGATION AND PACKAGING

The generator is solely responsible for properly segregating, packaging and labeling of regulated medical waste. Proper segregation and packaging reduces the potential for accidental release of the contents and exposure to employees and the general public. DOT regulations require (49 CFR 173.197) that all packages of regulated medical waste be prepared for transport in containers meeting the following requirements: 1) rigid; 2) leak resistant; 3) impervious to moisture; 4) of sufficient strength to prevent tearing or bursting under normal conditions of use and handling; 5) sealed to prevent leakage during transport; and 6) puncture resistant for sharps. All regulated medical waste must be accompanied by a properly completed shipping document (See 49 CFR 172.202).

#### MANAGEMENT OF NON-CONFORMING WASTE

As required by regulation and company policy, Stericycle employees may refuse containers that are nonconforming because of their contents or are improperly packaged, leaking, damaged or likely to create a risk of exposure to employees or the general public. Any waste found to be non-conforming to this Waste Acceptance Policy identified in route to, or at a Stericycle location, may be returned to the generator for proper packaging and disposal, or may be rerouted for appropriate destruction; this may include improperly marked regulated medical waste which should have been identified for incineration (i.e. pathological, chemotherapy or non-hazardous pharmaceuticals). Proper segregation and packaging is essential to ensure compliant and safe handling, collection, transportation and treatment of regulated medical waste.

#### STERICYCLE REGULATED MEDICAL WASTE ACCEPTANCE POLICY CHECKLIST

#### accepted regulated medical waste

- Sharps Means any object contaminated with a pathogen or that may become contaminated with a
  pathogen through handling or during transportation and also capable of cutting or penetrating skin or
  a packaging material. Sharps includes needles, syringes, scalpels, broken glass, culture slides, culture
  dishes, broken capillary tubes, broken rigid plastic, and exposed ends of dental wires.
- Regulated Medical Waste or Clinical Waste or (Bio) Medical Waste Means a waste or reusable material derived from the medical treatment of an animal or human, which includes diagnosis and immunization, or from biomedical research, which includes the production and testing of biological products.

#### accepted regulated medical waste which must be identified and segregated for incineration

- Trace Chemotherapy Contaminated Waste RCRA Empty drug vials, syringes and needles, spill kits, IV tubing and bags, contaminated gloves and gowns, and related materials as defined in applicable laws, rules, regulations or guidelines
- Pathological Waste Human or animal body parts, organs, tissues and surgical specimen (decanted of formaldehyde, formalin or other preservatives as required per hazardous waste rules).
- Non-RCRA Pharmaceuticals Must be characterized and certified as non-RC RA hazardous material by the generator. Excludes all DEA scheduled drugs, including controlled substances\*
- California Only Solidified Suction Canisters Suction canisters that have been injected with solidifier materials to control liquids or suction canisters made of high heat resistant plastics such as polysulfone

#### regulated medical waste not accepted by stericycle

- Untreated Category A Infectious Substances
- Complete Human Remains (including heads, full torsos, and fetuses)
- Bulk Chemotherapy Waste
- Mercury-Containing Dental Waste Non-contact and contact amalgam and products, chairside traps, amalgam sludge or vacuum pump filters, extracted teeth with mercury fillings and empty amalgam capsules
- Any Mercury Containing Material or Devices Any mercury thermometers, Sphygmomanometers, lab or medical devices
- RCRA Hazardous Pharmaceutical Waste and all DEA Federal and State controlled substances\*
- Chemicals Formaldehyde, formalin, acids, alcohol, waste oil, solvents, reagents, fixer developer, fluorescein
- · Compressed Gas Cylinders, Canisters, Inhalers and Aerosol Cans
- Hazardous or Universal Waste any other waste determined by Federal or State EPA regulations including but not limited to batteries, bulbs, heavy metals, etc.
- Radioactive Waste Any container with a radioactivity level that exceeds regulatory or permitted limits; lead-containing materials

#### \*Consult Stericycle Representative for specific requirements

Additional waste acceptance policies may apply based on state or permit specific requirements. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please refer to your local Stericycle Representative for additional information and options for possible hazardous waste handling. For additional information on container and labeling requirements contact our Stericycle Customer Service Department at (866) 783-7422.

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important Read, review, sign and return via fax to 888-649-0625 by February 29, 2015.

O I have read and understand the above policy.

Printed Name: \_\_\_\_\_

Signature:

Customer: <Company> Customer #: <CustID>-<SiteID>



February XX, 2016

Stericycle Customer #: <CustId>-<ShipToId>

<Company> <Contact> <Address1> <Address2> <City>, <State> <Zip>

#### **FINAL REQUEST** CONFIDENTIAL RESPONSE REQUIRED BY MARCH 7<sup>TH</sup>, 2016.

Dear Valued Customer,

At Stericycle Inc. we are committed to providing services and products that help our customers meet their regulatory obligations. To ensure that both Stericycle and the generator of regulated medical waste are in full compliance with applicable local, state and federal regulations, and Stericycle policies, it is important that proper identification, classification, segregation and packaging is followed.

Our Service Agreement and Waste Acceptance Protocol states:

#### "In addition, Stericycle cannot accept bulk liquids, radioactive materials or complete human remains (including heads, full torsos and fetuses)."

Stericycle's Waste Acceptance Protocol (WAP) may go beyond some state regulations in defining what is regulated medical waste. As a corporate policy Stericycle does not accept complete human remains including fetuses. If there is an indication that a generator cannot meet these requirements we will take the necessary actions toward discontinuing services. As a generator, it is your responsibility to ensure compliance with the established WAP requirements. For your convenience attached you will find Stericycle's WAP for your review. If you have any additional questions regarding your waste and the restrictions within the WAP please contact 1-855-783-7411.

As a routine measure to reinforce our Regulated Medical Waste Acceptance Policy, we need you to complete the attached acknowledgement form. This will ensure that Stericycle can continue to properly and compliantly service your medical waste needs. *To avoid cancelation of your services including the pickup of regulated medical waste at your site, please fax your completed form to* **1-888-649-0625** by March 7<sup>th</sup>, 2016. If you are unable to comply with the Waste Acceptance Policy as outlined we will discontinue service and cancel the contract without further penalty and schedule a final pick up by March 25<sup>th</sup>, 2016.

#### If we do not receive your completed form by March 7<sup>th</sup>, Stericycle will schedule a final pickup to take place no later than March 25th, 2016 and the contract will be cancelled.

If your facility generates Complete Human Remains waste, please contact your local mortuary or crematory for further assistance. Per most state regulations and the attached Stericycle WAP, these materials must be managed through these means **and may not be placed in Stericycle regulated medical waste containers.** 

Thank you for your prompt attention to this request. Working together, we can ensure compliance with the established Waste Acceptance Protocol requirements.

Respectfully Yours,

Selin Hoboy VP – Legislative and Regulatory Affairs Stericycle, Inc.

Stericycle, Inc. • 4010 Commercial Avenue • Northbrook, Illinois 60062 • www.stericycle.com

#### • IMPORTANT • TO ENSURE CONTINUED COMPLIANCE

#### PLEASE COMPLETE AND FAX TO: 1-888-649-0625

by March 7, 2016

Customer #: <CustId>-<ShipToId>

<Company> <Contact> <Address1> <Address2> <City>, <State> <Zip>

I acknowledge that the following information is accurate and complete regarding all wastes generated at the above location. I understand and acknowledge that **Stericycle cannot accept** Complete Human Remains as regulated medical waste and have presented this information to the necessary individuals on staff at this facility. (*Examples of Complete Human Remains include heads, torsos, and fetuses*).

I have been notified that if I cannot comply with the Regulated Medical Waste Acceptance Policy that service will be discontinued, contract will be cancelled and final pick up of waste will be scheduled by March 25, 2016 with no further fees or penalties.

#### Please check only the statements that are applicable to the location listed above:

\_\_\_\_\_ No Complete Human Remains as described are generated at this location.

All Complete Human Remains as described generated at this location are properly segregated and managed of through licensed providers. Therefore, we do **not** dispose of Complete Human Remains waste in Stericycle Regulated Medical Waste containers.

*For additional information or questions regarding this matter I have been informed that I can contact my customer service at* 1-855-783-7411.

Print	Date:	
Name:	Title:	
Signature:	Email:	
Phone Number: ( )		

Stericycle respects your privacy — all fax responses are received in a secure eFax environment (arriving as email in a privately-monitored inbox).



### regulated medical waste acceptance policy

Stericycle policy requires compliance with all applicable regulations regarding the collection, transportation and treatment of regulated medical waste. Federal Department of Transportation (DOT) Regulations require the generator of regulated medical waste to certify that the packaging and documentation of transported regulated medical waste complies with DOT regulations regarding waste classification, packaging, labeling and shipping documentation. To ensure that neither Stericycle nor the generator of regulated medical waste violates applicable regulations, it is imperative that all parties understand the rules regarding proper identification, classification, segregation and packaging of regulated medical waste for collection, transportation and treatment. Additional facility or state-specific waste acceptance policies may apply based on permit specifications. Please contact your local representative for further information. You may also call (866) 783-7422.

#### **REGULATEDMEDICALWASTE**

Stericycle accepts medical waste generated in a broad range of medical, diagnostic, therapeutic and research activities. The term "medical waste" includes biohazardous, biomedical, infectious or regulated medical waste as defined under federal, state or local laws, rules, regulations and guidelines. Except as defined by specific state regulations, this **excludes** RCRA hazardous waste pharmaceuticals, all DEA scheduled drugs including "controlled substances, bulk chemotherapy, waste containing mercury or other heavy metals, batteries of any type, cauterizers, non-infectious dental waste, chemicals such as solvents, reagents, corrosives or ignitable materials classified as hazardous waste under Federal and State EPA Regulations. In addition, Stericycle **cannot accept** bulk liquids, radioactive materials, or complete human remains (including heads, full torsos and fetuses). Stericycle **cannot accept** these excluded materials packaged as regulated medical waste. All lab wastes or materials which contain or have the potential to contain infectious substances arising from those agents listed under 42 CFR 72.3 are strictly prohibited from medical waste by federal law and must be pretreated prior to disposal. Separate protocol and packaging requirements apply for the disposal of non-hazardous pharmaceuticals. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please contact your local representative for details and packaging specifications.

\* Un-dispensed from DEA Registrant

#### WASTE SEGREGATION AND PACKAGING

The generator is solely responsible for properly segregating, packaging and labeling of regulated medical waste. Proper segregation and packaging reduces the potential for accidental release of the contents and exposure to employees and the general public. DOT regulations require (49 CFR 173.197) that all packages of regulated medical waste be prepared for transport in containers meeting the following requirements: 1) rigid; 2) leak resistant; 3) impervious to moisture; 4) of sufficient strength to prevent tearing or bursting under normal conditions of use and handling; 5) sealed to prevent leakage during transport; and 6) puncture resistant for sharps. All regulated medical waste must be accompanied by a properly completed shipping document (See 49 CFR 172.202).

#### MANAGEMENT OF NON-CONFORMING WASTE

As required by regulation and company policy, Stericycle employees may refuse containers that are nonconforming because of their contents or are improperly packaged, leaking, damaged or likely to create a risk of exposure to employees or the general public. Any waste found to be non-conforming to this Waste Acceptance Policy identified in route to, or at a Stericycle location, may be returned to the generator for proper packaging and disposal, or may be rerouted for appropriate destruction; this may include improperly marked regulated medical waste which should have been identified for incineration (i.e. pathological, chemotherapy or non-hazardous pharmaceuticals). Proper segregation and packaging is essential to ensure compliant and safe handling, collection, transportation and treatment of regulated medical waste.

#### STERICYCLE REGULATED MEDICAL WASTE ACCEPTANCE POLICY CHECKLIST

#### accepted regulated medical waste

- Sharps Means any object contaminated with a pathogen or that may become contaminated with a
  pathogen through handling or during transportation and also capable of cutting or penetrating skin or
  a packaging material. Sharps includes needles, syringes, scalpels, broken glass, culture slides, culture
  dishes, broken capillary tubes, broken rigid plastic, and exposed ends of dental wires.
- Regulated Medical Waste or Clinical Waste or (Bio) Medical Waste Means a waste or reusable material derived from the medical treatment of an animal or human, which includes diagnosis and immunization, or from biomedical research, which includes the production and testing of biological products.

#### accepted regulated medical waste which must be identified and segregated for incineration

- Trace Chemotherapy Contaminated Waste RCRA Empty drug vials, syringes and needles, spill kits, IV tubing and bags, contaminated gloves and gowns, and related materials as defined in applicable laws, rules, regulations or guidelines
- Pathological Waste Human or animal body parts, organs, tissues and surgical specimen (decanted of formaldehyde, formalin or other preservatives as required per hazardous waste rules).
- Non-RCRA Pharmaceuticals Must be characterized and certified as non-RC RA hazardous material by the generator. Excludes all DEA scheduled drugs, including controlled substances\*
- California Only Solidified Suction Canisters Suction canisters that have been injected with solidifier materials to control liquids or suction canisters made of high heat resistant plastics such as polysulfone

#### regulated medical waste not accepted by stericycle

- Untreated Category A Infectious Substances
- Complete Human Remains (including heads, full torsos, and fetuses)
- Bulk Chemotherapy Waste
- Mercury-Containing Dental Waste Non-contact and contact amalgam and products, chairside traps, amalgam sludge or vacuum pump filters, extracted teeth with mercury fillings and empty amalgam capsules
- Any Mercury Containing Material or Devices Any mercury thermometers, Sphygmomanometers, lab or medical devices
- RCRA Hazardous Pharmaceutical Waste and all DEA Federal and State controlled substances\*
- Chemicals Formaldehyde, formalin, acids, alcohol, waste oil, solvents, reagents, fixer developer, fluorescein
- · Compressed Gas Cylinders, Canisters, Inhalers and Aerosol Cans
- Hazardous or Universal Waste any other waste determined by Federal or State EPA regulations including but not limited to batteries, bulbs, heavy metals, etc.
- Radioactive Waste Any container with a radioactivity level that exceeds regulatory or permitted limits; lead-containing materials

#### \*Consult Stericycle Representative for specific requirements

Additional waste acceptance policies may apply based on state or permit specific requirements. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please refer to your local Stericycle Representative for additional information and options for possible hazardous waste handling. For additional information on container and labeling requirements contact our Stericycle Customer Service Department at (866) 783-7422.

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important Read, review, sign and return via fax to 888-649-0625 by February 29, 2015.

O I have read and understand the above policy.

Printed Name: \_\_\_\_\_

Signature:

Customer: <Company> Customer #: <CustID>-<SiteID>

### Exhibit 3

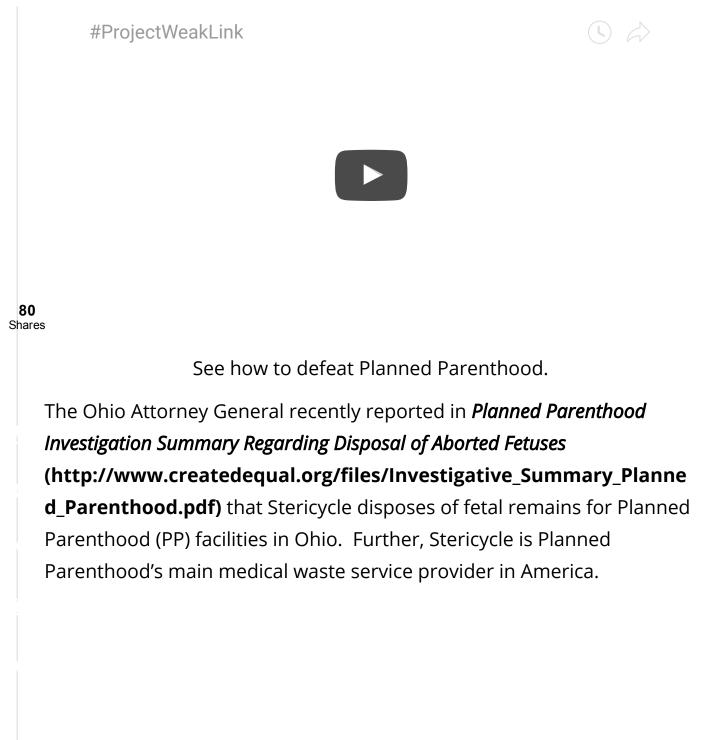


(http://killersamongus.org/2015/02/10/join-the-coalition/)



#### "I hired someone to take 20 bottles and put it into my garbage disposal." – Abortionist Renee Chelian

According to the abortion industry's own experts, medical waste companies such as Stericycle are the abortion industry's **weak link**.



#### Ohio Attorney General Verifies Stericycle's Collaboration ... $\bigcirc$



#### Read the transcript (http://killersamongus.org/wpcontent/uploads/2016/04/Transcript\_of\_Dewine\_Press\_Conference.p df) of Attorney General DeWine's press conference exposing Stericycle's enabling of Planned Parenthood to kill children.

Read about the Stericycle lawsuit
 (http://killersamongus.org/stericycle\_lawsuit/), the company's thus
 far failed attempt to stop #ProjectWeakLink.

Stericycle's collaboration with Planned Parenthood and the abortion industry through its collection, transportation and disposal of aborted children and the instruments used to kill them is well documented (see **Evidence (http://killersamongus.org/abortion-**

**enablers/evidence/)**). Providing this service enables the killing of preborn children. Planned Parenthood depends upon medical waste companies to dispose of dead babies.

**Question:** What if Stericycle were to stop doing the dirty work of Planned Parenthood?

**Answer:** Planned Parenthood would be unable to dispose of the babies they kill, and the murder of millions of innocent children by Planned Parenthood would likely halt.



 Contact Stericycle CEO Charles Alutto to respectfully request Stericycle discontinue providing Planned Parenthood with the services of collecting, transporting, and disposing of aborted children and the instruments used to kill them (sample script for calls and emails: download (http://killersamongus.org/wpcontent/uploads/2016/02/Stericycle-sample-call-email.rtf)/view (http://killersamongus.org/wp-

content/uploads/2016/02/Stericycle\_sample\_call\_email.pdf)).

- Phone: 847-607-2004
- Email: calutto@stericycle.com (mailto:calutto@stericycle.com)
- Fax: 847-367-9493
- Physical mail: Charles Alutto, Chairman of the Board, Stericycle, Inc., 28161 North Keith Drive, Lake Forest IL 60045
- Sign the **petition (http://killersamongus.org/stop-stericyclepetition/)** to stop Stericycle from collaborating in the deaths of millions of babies by abortion.

To contact us, Click HERE. (http://killersamongus.org/contact-us/)



(https://www.facebook.com/CreatedEqual)



(https://twitter.com/CreatedEqualOrg)



(https://instagram.com/CreatedEqualOrg)



(https://www.youtube.com/user/createdequalfilms)



(https://itunes.apple.com/us/podcast/activist-radio-

mark-harrington/id827982678?mt=2)

©2016 Created Equal - P.O. Box 360502, Columbus, OH 43236, 614-269-7808 Created Equal condemns all abortion related violence.

Theme by Colorlib (http://colorlib.com/) Powered by WordPress (http://wordpress.org/)

### Exhibit 4

STERICYCLE CEO CHARLES ALUTTO

lersAmongUs.org

SCHULER

MIKE ZAFIROVSKI



CREATED EQUAL PO BOX 360502 COLUMBUS OH 43236

PRESORTED STANDARD U.S. POSTAGE PAID 2EVERYDOOR ECRWSS

LOCAL POSTAL CUSTOMER

## **#KILLERSAMONGUS**

Waste service provider **Stericycle** is enabling Planned Parenthood to kill babies by abortion.

Planned Parenthood depends upon others to dispose of their victims' bodies. According to the Ohio Attorney General's office\*, waste service provider **Stericycle** disposes of fetal remains for Planned Parenthood facilities, despite contract language specifically stipulating **Stericycle** cannot accept human remains, including aborted fetuses.

So long as **Stericycle** disposes of Planned Parenthood's victims, they permit the killing to continue. **Stericycle** is enabling killers among us.

\* Planned Parenthood Investigation Summary Regarding Disposal of Aborted Fetuses

Created Equal condemns all abortion-related violence.



**5 MONTH ABORTED BABY** 





**CHARLES ALUTTO** STERICYCLE CEO

**JOHN PATIENCE** 

MIKE ZAFIROVSKI

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# CHARLES ALUTTO **ENABLES BABY KILLING**

Charles Alutto CEO, Stericycle

Alutto resides in our neighborhood: 1635 Paddock Ln, Lake Forest IL 60045

# **15 Week Aborted Baby**

Take action! Contact Stericycle CEO Charles Alutto (847-607-2004). Demand Stericycle stop doing the abortion industry's dirty work to enable them to kill preborn babies.

KillersAmongUs.org | #KillersAmongUs

### **PREBORN HUMAN**

1st Trimester (6 week) Preborn Baby www.createdequal.org Copyright Created Equal

KILLING CHIL ц С





### Exhibit 5

From: LaVerne Helfert [mailto:LHelfert@LineageLogistics.com]
Sent: Tuesday, February 23, 2016 8:22 AM
To: Alutto, Charlie
Subject: Stop Disposing Aborted Baby Body Parts and the Equipment
Importance: High

Dear Sir or Madam:

I writing to you as a concerned citizen of this great nation. I plead with you to sever your connection with Planned Parenthood in the grisly business of disposing of aborted baby parts and the equipment that is used to bring about their deaths. Abortion is not women's health, it's murder. The child that is ripped from its mother's womb is a living, breathing creation of the Most High God. That child was created for a purpose and only God has the right to decide when his or her life should end. We, the American people are guilty of a great sin by legalizing this horrible practice and rest assure, if we do not turn from it we will be greatly judged by God.

I pray that you see how wrong it is to be in partnership with Planned Parenthood. What they do and how they do it is nothing short of horror and if you partner with them, then you are just as guilty as they are. Citizens of this nation who sit back and say or do nothing to bring this criminal practice to an end are also just as guilty, which is why I'm taking this opportunity to encourage you to end your partnership with Planned Parenthood. No amount of money will keep God's judgement away from you if you continue to partner with them.

I pray you sever the relationship and then ask God to forgive you for the part you played, be it willingly on not. In Jesus name. Amen.

LaVerne Helfert Office Manager

W Lineage

1135 West Hundred Road, Chester, Virginia 23836 t: (804) 748-0129 lineagelogistics.com

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