

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

A court authorized this notice. This is not a solicitation from a lawyer.

Peter Ng, et al. v International Disposal Corp. of California, et al.
Superior Court of California, County of Santa Clara, Case No. 112CV228591

If you have owned or rented, and who also have resided in, any real property located in whole or in part within one and one-half miles of any part of Newby Island Resource Recovery Park (“Newby Island”) located at 1601 Dixon Landing Road, Milpitas, CA 95035, at any time since July 17, 2009, you may be a class member.

Please read this Notice carefully, as it affects your legal rights. You can also visit or call

www.LDClassAction.com/NewbyIslandLandfillSettlement
1-800-536-0045

Your Legal Rights and Options in this Settlement		Deadline
SUBMIT A CLAIM FORM	The only way to get a cash payment. You must <u>timely</u> submit a valid Claim Form, which is attached.	Deadline to submit a Claim Form: on or before February 9, 2016
EXCLUDE YOURSELF	Receive no payment, Get out of this lawsuit. Retain your right to sue International Disposal Corp. of California and Browning-Ferris Industries of California, Inc. If you exclude yourself, you will no longer be a Class Member. This means that you will not be eligible for the benefits or relief in the Settlement. It also means that Class Counsel will not be representing you and there are statutes of limitations that may bar your individual claims.	Deadline to Exclude yourself: on or before February 9, 2016
COMMENT OR OBJECT	Write to the Court about why you do not like the Settlement. You must follow the procedures outlined below. You must remain a member of the lawsuit class (you cannot ask to be excluded from the class) in order to object to the settlement.	Deadline to Comment or Objection in writing: on or before February 9, 2016
DO NOTHING	You receive no payment. Remain bound by settlement. By doing nothing, you will not recover money from the class action settlement. You will also be bound by the class action settlement and give up your rights to sue International Disposal Corp. of California and Browning-Ferris Industries of California, Inc. separately about the same or similar legal claims in this lawsuit.	

These rights and options—and the deadlines to exercise them—are explained in this notice.

The Court in charge of this case still has to decide whether to approve the settlement.

Payments will be made if the Court approves the settlement and after appeals, if any, are resolved.

1. What is the purpose of this notice?

The purpose of this notice is to inform you of (a) the existence of a class action lawsuit; (b) the proposed settlement of the class action lawsuit; and (c) your rights with respect to the proposed settlement. Those legal rights and options include the right to be excluded from the Class and the settlement.

A class action lawsuit is pending in the Superior Court of California for the County of Santa Clara County, known as *Peter Ng, et al. v. International Disposal Corp. of California, et al.*, Case No. 112CV228591. Judge Peter H. Kirwan, who is overseeing this case, authorized this Notice. You have a right to know about the class action lawsuit and proposed settlement. As a class member you have various options that you may exercise before the Court decides whether to approve the settlement. If the Court approves the settlement, and after any appeals are resolved, Defendants will make payments pursuant to the settlement to class members who submit timely and valid claims and undertake certain Improvement Measures.

This Notice explains the lawsuit, the settlement, your legal rights, the available benefits, who is eligible for them, and how to get them.

2. What is this lawsuit about?

The above captioned lawsuit was brought by Peter Ng and Dolly Wu, (“Plaintiffs”) against International Disposal Corp. of California and Browning-Ferris Industries of California, Inc. (“Defendants”) seeking property damages (not personal injuries). Plaintiffs asserted various legal claims against the Defendants, based on the allegation that air contaminants, emissions, odors, and/or substances have escaped from Newby Island and impacted nearby properties. Plaintiffs are represented in this case by the law firms of Liddle & Dubin, P.C., and Evans Law Firm, Inc. (“Class Counsel”).

You can read the Class Action Complaint at www.LDClassAction.com/NewbyIslandLandfillSettlement.

3. How do the Defendants answer?

The Defendants deny that they are liable on any of Plaintiffs’ claims, and deny that any person has suffered damage to their property relating to Newby Island.

4. Has the Court decided who is right?

To date, the Court has not made any rulings on Plaintiffs’ claims or Defendants’ defenses.

5. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, after months of mediation and formal settlement discussions, both sides agreed to a settlement. That way, they avoid the cost of and delay associated with trial and any appeals.

6. Am I part of this Class?

The class in this lawsuit consists of all persons who have owned or rented, and who also have resided in, any real property located in whole or in part within one and one-half miles of any part of Newby Island Resource Recovery Park (“Newby Island”), at any time since July 17, 2009, and who do not affirmatively opt out of the settlement.

7. I’m still not sure if I am included?

If you are still not sure whether you are included, you can get free help by calling 1-800-536-0045, by visiting www.LDClassAction.com/NewbyIslandLandfillSettlement where a map of the class area can be seen. or by writing Class Counsel at the address listed in Question 27, below.

THE PROPOSED SETTLEMENT

8. What are the settlement benefits?

If the Settlement is approved by the Court at or after the Fairness Hearing described in Question 23 of this Notice, the Defendants have agreed to the creating of a Settlement Fund totaling \$1,200,000 and to undertake certain Improvement Measures.

9. What are the Improvement Measures about?

Defendants have agreed to undertake certain Improvement Measures over the next five years to mitigate potential odors associated with the operation of Newby Island. These include improvements at the composting facility, landfill gas collection measures, and improvements at the Materials Recovery Facility/Recyclery. A complete description of the Improvement Measures can be found by visiting www.LDClassAction.com/NewbyIslandLandfillSettlement

10. How do I get paid?

To obtain payment from the settlement fund, you must do the following:

Questions? Need a Claim Form?
Visit: www.LDClassAction.com/NewbyIslandLandfillSettlement or
Contact Class Counsel: 800-536-0045

- A. **Complete, sign, notarize and date the Claim Form** (they are enclosed with these materials). Keep a copy of the completed Claim Forms for your records; and
- B. **Mail the appropriate Claim Form and your supporting** documentation, postmarked on or before **February 9, 2016**, to the following address: Liddle & Dubin, P.C., 975 E. Jefferson Ave., Detroit, MI 48207. The documentation that must be contained with your Claim Form can be found on the Claim Form.

11. What if I don't timely mail a completed Claim Form?

If you fail to submit the Claim Form on or before **February 9, 2016** you will not get paid. Sending in a Claim Form late will be the same as doing nothing.

12. How are payments calculated?

The amount of compensation paid to a Class Member will be dependent, in part, on the total amount of claims. Accordingly, the amount a Class Member will receive will not be known until after all Claim Forms have been submitted and assessed. Class Counsel shall determine the approved claim amount for a Class Member who has submitted a valid Claim Form based upon the total number of approved Claim Forms. The claim amount for each approved Claim will be calculated by dividing the Net Settlement Funds by the total number of Claimed Addresses.

13. When will I get paid?

On April 29, 2016, the Court will hold a hearing to decide whether or not to approve the Settlement. If the Court approves the Settlement, Class Counsel will begin reviewing each Claim Form submitted. Please note that there is often delay after a Settlement like this is approved. For example, there may be appeals of the Court's order approving the Settlement. The relief provided for by the Settlement may not be implemented until appeals are finished and the Court's Order is upheld. Because of this, there could be a delay before the first claims are reviewed pursuant to the terms and conditions provided for by the Settlement.

14. What am I giving up to stay in the Class?

If the settlement becomes final, Class Member who submit a Claim Form or did nothing at all will be releasing the Defendants and all related people and entities from all claims based on trespass, nuisance, negligence, gross negligence or any other legal theory, premised on alleged emissions of noxious or other odors, dust, pollution, pollutants, debris, air contaminants or "fallout," including claims seeking equitable relief or compensatory damages or punitive damages due to interference with use and enjoyment of property, damage to property, annoyance, inconvenience, exposure, and physical reactions to the alleged emissions that were or could have been asserted in this Action. Released Claims expressly includes Unknown Claims.

The release shall not bar claims for diagnosed medical harm, other than contemporaneous physical reactions to alleged odors, dust, pollution, pollutants, debris, air contaminants or "fallout," but no claims based on such diagnosed medical harm shall ever be brought in the present litigation.

Each settling class member shall warrant and represent to the Released Parties that, by remaining in the Class as of the date of the final Settlement Agreement, he or she has not been diagnosed with, is not aware of, and does not have any symptoms that he or she suspects could be associated with any sickness, disease or physical injury which may have been caused by the action or inaction of any of the Released Parties; and that he or she has not received benefits under Medicare or any other governmental program for any such sickness, disease or injury; and that he or she will defend and indemnify the Released Parties against any lien claims by any party including Medicare or any other governmental program seeking repayment of such benefit.

All members of the Class shall covenant not to sue Defendants on any alleged claims for odor, dust or other alleged emissions that occurred after the final Settlement Agreement is approved by the Court for a period of eighteen months after such approval. The Settlement Class claim form shall include this release.

EXCLUDING YOURSELF FROM THE SETTLEMENT

15. How do I get out of this settlement?

To exclude yourself from the settlement, you must send a letter by First Class U.S. mail to the Class Counsel that contains the following statement: "I WANT TO BE EXCLUDED FROM THE SETTLEMENT IN THE NG CLASS ACTION LITIGATION." You cannot exclude yourself on the phone or by e-mail. Be sure to include your full name, address, telephone number, signature, and the date. You must mail your exclusion request, postmarked on or before **February 9, 2016**, to:

Class Counsel
Ng, et al. v. International Disposal Corp. of California, et al.
c/o Liddle & Dubin, P.C.
975 E. Jefferson Ave.
Detroit, MI 48207

If you timely submit your request to be excluded, you will not get any settlement payment and you cannot object to the settlement. You will not be legally bound by the settlement.

16. If I don't exclude myself, can I sue Defendants later?

No, not for the same legal claims at issue here.

You can later sue the Defendants for future conduct of Defendants which creates future harm or damages as opposed to future harm or damages arising out of past conduct occurring prior to the Preliminary Approval Order date. However, for a period of 18 months after Final Approval of this Settlement by the Court, no Class Member can assert or allege any claims for odor, dust or other alleged emissions from Newby Island in a legal proceeding.

17. If I exclude myself can I still get money from this Settlement?

No. If you exclude yourself from the Class you won't get any money or benefits from this settlement. If you exclude yourself, you should not submit a Claim Form to ask for money from the class action settlement. You cannot both exclude yourself from the settlement and receive benefits from the settlement.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

The Court has decided that the law firms Liddle & Dubin, P.C. and Evans Law Firm, Inc. are qualified to serve as Class Counsel and to represent you and all Class Members. More information about Liddle & Dubin, P.C., its practices, and its lawyers' experience is available at www.LDClassAction.com/NewbyIslandLandfillSettlement.

19. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you may hire one at your own cost.

20. How will the lawyers be paid and will there be incentive payments?

Class Counsel has not received any fees for the lawyer and professional time it has devoted to this matter since 2012, nor has it received any reimbursement for any of the out-of-pocket expenses it has incurred. Class Counsel will thus apply to the Court for an award of attorney fees that does not exceed \$450,000 and expenses that does not exceed \$200,000. Defendants agrees to pay reasonable fees awarded by the does not exceed \$450,000 and expenses awarded by the that does not exceed \$200,000, and will not object to Class Counsel's fee and cost application so long as it does not exceed \$450,000 for fees and \$200,000 for costs.

Class Counsel will also deduct from the Settlement Funds the following expenses reasonably incurred after the execution of this Stipulation: one-half of any publication, printing, or mailing costs of the Class Notice; fees and disbursements to the Administrator (if any), and any other third-party contractors engaged by Plaintiffs to assist in Settlement Administration.

In addition, Class Counsel will ask that the Court award each of the two named plaintiffs a \$5,000 service award in recognition of their efforts on behalf of the Class. These plaintiffs participated in the litigation for over three years— including by appearing for deposition, were prepared to appear and testify at trial on behalf of the Class. Any fees, expenses or incentive awards that Class Counsel request must be approved by the Court. Class Counsel will request that their fees and expenses, and the incentive awards be paid from the Settlement Fund.

SUPPORTING OR OBJECTING TO THE SETTLEMENT

21. How do I tell the Court that I like or do not like the settlement?

If you are a Class Member, you can tell the Court that you like the settlement or you can tell the Court that you do not agree with the Settlement or some part of it but not exclude yourself from the Class or the Settlement. This is called objecting to the Settlement. If you are a Class Member and have not excluded yourself from the Class or the Settlement, you can object to the Settlement or any part of the Settlement Agreement. You can give reasons why you do not think the Court should approve it. You can also object to any Fee and Expense Award requested by Class Counsel or any Incentive Award requested by the Class Representative. You can give reasons for the objection and why you think the Court should not approve any Fee and Expense Award requested by Class Counsel or any Incentive Award requested by the Class Representative.

The Court will consider all comments from Class Members. To comment on or to object in writing to the proposed settlement, you must submit a written statement to the Class Administrator, Class Counsel, and Defense Counsel setting forth:

- Your legal name, current residence address, address at the time of purchase (if different from your current address), current contact telephone number, and signature;
- The reference “*Ng, et al. v. International Disposal Corp. of California, et al.*, Case No. 112CV228591”;
- Documentary or physical evidence establishing your membership in the Class;
- If you object to the Settlement, a detailed list of any other objections that you or your lawyer have made to any class action settlements submitted to any court in the United States in the previous five (5) years; and
- A detailed statement of your objections, comments, and any supporting arguments, together with any supporting documents.

In order for the Court to consider your written comments or objections, you must submit them, along with any request to speak at the Fairness Hearing (See Questions 23-25), postmarked on or before **February 9, 2016**, to Class Counsel and Counsel for Defendants at the following addresses:

Class Counsel	Defendants’ Counsel
Liddle & Dubin, P.C. c/o David R. Dubin 975 E. Jefferson Ave. Detroit, MI 48207	Law Office of Thomas M. Bruen c/o Thomas M. Bruen 1990 N. California Blvd., Suite 620 Walnut Creek, CA 94596 Lathrop & Gage LLP c/o William G. Beck 2345 Grand Boulevard, Suite 2200 Kansas City, MO 64108

The filing of an objection may allow Class Counsel or Counsel for Defendants to notice such objecting person for and take his or her deposition at an agreed-upon location before the Final Approval Hearing, and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by an objector to comply with discovery requests may result in the Court striking said objector's objection and otherwise denying that person the opportunity to make an objection or be further heard. The Court reserves the right to tax the costs of any such discovery to the objector or the objector's counsel should the Court determine that the objection is frivolous or is made for an improper purpose.

You may appear, object, and speak at the final fairness hearing without filing or mailing a written objection.

22. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

23. When and where will the Court decide to approve the settlement?

The Court will hold a Fairness Hearing at 10:00 a.m. on April 29, 2016 in Department 1 of the Santa Clara County Superior Court located at 191 N. First Street, 2nd Floor, San Jose, California 95113. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel or whether to approve incentive awards. After the hearing, the Court will decide whether to approve the settlement. We do not know how long it will take for the Court to make its decision.

24. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as your written objection establishes membership in the Class and is received on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

25. May I speak at the hearing?

You may appear at the Final Approval Hearing, either in person or through personal counsel hired at your expense, to object to the Settlement Agreement. You are not required, however, to appear at the Final Approval Hearing, if you do not want to.

You may appear, object, and speak at the Final Approval Hearing without filing or mailing a written objection. Even if you object to the Settlement, you will receive your pro rata share of the Net Settlement Amount and will be bound by all terms of the Settlement, including the release of the Released Claims, if you have submitted a valid claim form and the Court grants final approval of the Settlement.

At the Final Approval Hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement from Class Members.

If you have requested exclusion from the Settlement and the Class, however, you may not speak at the Final Approval Hearing.

IF YOU DO NOTHING

26. What happens if I do nothing at all?

If you do nothing, you'll get no money from this settlement but will still be bound by the settlement and lose your ability to sue, continue to sue, or be part of any other lawsuit against Defendants about the same legal issues in this case.

ADDITIONAL INFORMATION

27. Are there more details available?

Visit the website www.LDClassAction.com/NewbyIslandLandfillSettlement where you can find extra claim forms, information on the litigation and settlement, and documents such as the Complaint filed by the Plaintiffs. You may also call Class Counsel at 1-800-536-0045 or write them at:

Liddle & Dubin, P.C.
c/o Newby Island Landfill Settlement
975 E. Jefferson Ave.
Detroit, MI 48207
www.LDClassAction.com

PLEASE DO NOT CALL OR WRITE THE CLERK OF THE COURT. THE CLERK OF THE COURT CANNOT ANSWER QUESTIONS CONCERNING THE LAWSUIT OR THE SETTLEMENT.

Dated: December 11, 2015

BY ORDER OF THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA, COUNTY OF SANTA CLARA.