

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT

If you owned and occupied, or rented residential property located within approximately 3 miles of the South Wake Landfill at any time since September 6, 2015, you may be a Settlement Class Member.

Please read this Notice carefully, as it affects your legal rights.

(A Court authorized this notice. This is not a solicitation from a lawyer.)

- A proposed settlement has been reached with the operator of the South Wake Landfill ("Defendant") to resolve claims brought by Named Plaintiffs on behalf of a proposed class relating to the alleged emission of pollutants, air contaminants, and noxious odors ("emissions") from the landfill. The proposed settlement has been memorialized in a written agreement between the parties (the "Settlement Agreement").
- If approved by the Court, the Settlement Agreement requires the Settlement Class Members to release the claims concerning the emissions and it requires Defendant to pay \$950,000 into a fund (the "Settlement Fund") for the benefit and advantage of the Settlement Class Members, meaning all who participate in and are bound by the proposed settlement, as further defined by the Settlement Agreement. The Settlement Agreement also requires Defendant to guarantee that various improvement measures occur to help minimize the impact of airborne emissions from the landfill.
- This Class Notice explains the proposed settlement, your rights, the available benefits, and how to get them. As a potential Settlement Class Member you have various options that you may exercise before the Court decides whether to approve the proposed settlement. Unless you properly exclude yourself and opt out of the proposed settlement, you will be bound by its terms if it is approved by the Court.
- The Court in charge of this case still has to decide whether to approve the proposed settlement.
- Your legal rights are affected whether you act or do not act. Please read this Notice carefully.

Your Legal Rights and Options in this Proposed Settlement

EXCLUDE YOURSELF OR "OPT OUT"	If you exclude yourself and opt out of the proposed settlement, you will <u>no longer</u> be a Settlement Class Member, Class Counsel will not be representing you, your claims will not be released, and you will be responsible for pursuing or not pursuing your individual claims. You will not be eligible to receive any payment from the proposed Settlement Fund, and you will have no standing or ability to object to the proposed settlement. To exclude yourself and opt out of the proposed settlement, you must strictly follow the procedures outlined below and submit your request no later than <u>February 20, 2020</u> or you will remain part of the Settlement Class and bound by the orders of the Court.
OBJECT	If there is something about the proposed settlement that you do not like and think is legally inappropriate, you may remain part of the Settlement Class and object to all or part of the proposed settlement. You may do so on your own or through a lawyer that you hire to assist you. If you object, you may also submit a claim for payment from the Settlement Fund as you will be part of the Settlement Class. To object to the proposed settlement, you must strictly follow the procedures outlined below and submit your written objection no later than <u>February 20, 2020</u> or you will waive your right to object. If you do properly and timely object, you will be part of the Settlement Class and bound by the Court's decisions like every other Settlement Class Member who does not opt out or exclude themselves.
MAKE A CLAIM FOR PAYMENT	If you want to participate in the proposed settlement and receive a payment from the Settlement Fund, you must complete the attached Claim Form and submit it with the required information to Class Counsel no later than <u>March 6, 2020</u> If you do not do so, you will waive your right to any

	payment from the Settlement Fund. Whether you timely submit a properly completed Claim Form or not, if the Court approves the settlement, you will be part of the Settlement Class and be bound by the terms of the Settlement Agreement, including releasing Defendant from all claims as defined in the Settlement Agreement. After the deduction of expenses, costs, attorneys' fees for Class Counsel and incentive awards for Named Plaintiffs, all Settlement Class Member Households that submit approved Claim Forms will receive a check for an equal prorated share of the Settlement Fund, except that the share for a particular home may be divided if subject to multiple claims. All checks must be cashed within 120 days of the date on the check or you will forfeit your right to receive any payment from the Settlement Fund.
DO NOTHING	You do not have to do anything to participate in the proposed settlement. But, if you do not do anything and the Court ultimately approves the proposed settlement, you will waive your right to object to any portion of the proposed settlement, you will be bound by the terms of the Settlement Agreement, and will have released Defendant and its related entities from any and all claims as defined in the Settlement Agreement. You will not obtain any payment from the Settlement Fund, but you still will benefit from the other measures that Defendant will guarantee occur as part of the proposed settlement to control the emissions.

- 1. WHAT IS THIS NOTICE ABOUT?** This Class Notice is to inform you of the proposed settlement of a class action lawsuit against Wake County Disposal, LLC, pending in the General Court of Justice, Superior Court Division, Wake County. It summarizes your rights as set forth in the Settlement Agreement.
- 2. WHAT IS THE LAWSUIT ABOUT?** The lawsuit (*Bright v. Wake County Disposal, LLC*, File No.: 18-CVS-10976) was filed on September 6, 2018 and concerns the alleged airborne emission of pollutants, air contaminants, and noxious odors from the South Wake Landfill. The lawsuit alleges that at least certain odor emissions in the area surrounding the landfill occurred because of Defendant's conduct. The Named Plaintiffs who filed the lawsuit allege that these emissions have interfered with their ability to use and enjoy their homes. Defendant has vigorously denied and continues to deny all claims of wrongdoing or liability arising out of the allegations and claims asserted in the lawsuit. Among other things, Defendant maintains that emissions are part of the ordinary operation of a landfill, and points to several other causes of emissions in the surrounding area.
- 3. WHY IS THE CLASS ACTION BEING SETTLED?** The Court did not decide in favor of Plaintiffs or the Defendant. Instead, all sides agreed to settle the claims asserted in the lawsuit to avoid the cost and risk of trial. The proposed settlement does not mean that any law was broken or that the Defendant did anything wrong. The Defendant denies all legal claims in this case. The Named Plaintiffs and their attorneys, the Class Counsel, believe that the proposed settlement is in the best interest of all Settlement Class Members.
- 4. HOW DO I KNOW IF I'M PART OF THE PROPOSED SETTLEMENT?** The Court has decided that the Settlement Class will include all owner/occupants and renters of residential property within the area within a three (3) mile radius from the center of the South Wake Landfill located at 6124 Old Smithfield Road, Apex, North Carolina 27539 during the time period of September 6, 2015 through the Effective Date (the "Class Period"). If the Court approves the settlement, the Class Period will continue until the date the Court's approval of the proposed settlement becomes final and non-appealable.
- 5. SUMMARY OF THE PROPOSED SETTLEMENT:** If the Settlement Agreement is approved by the Court, the Defendant will pay the total amount of \$950,000 into the Settlement Fund for the benefit and advantage of all Settlement Class Members, each of whom will release his or her claims as set forth in Paragraph 8 below. After the deduction of any court-approved payments (a) to Class Counsel for attorneys' fees and the costs and expenses incurred in the case (which will not exceed \$465,000) and (b) to each of the Named Plaintiffs for bringing the lawsuit on behalf of the Settlement Class (which will be no more than \$5,000), the Settlement Fund will be evenly distributed to the households of all Settlement Class Members who submit a Claim Form approved by Class Counsel. The Defendant also will guarantee the following remedial measures designed to reduce odor emissions from the Landfill: adding an additional odor neutralizing agent to the "posi-shell" spray used as alternative daily cover at the Landfill; ensuring the purchase and utilization of Envirosuite environmental data management

software and hardware; and ensuring the installation of new dewatering pumps as needed into approximately 30% of the landfill gas wells installed at the Landfill over the lifetime of the landfill. The cost of these remedial measures is estimated to be at least \$1,200,000.

6. **WHO ARE THE LAWYERS FOR THE SETTLEMENT CLASS AND HOW WILL THEY BE PAID?** The Court has appointed the following attorneys to represent you and the other Settlement Class Members: Steven D. Liddle and Nicholas A. Coulson of Liddle & Dubin, P.C., 975 E. Jefferson Ave., Detroit, MI 48207 and David Henson of HensonFuerst, 3110 Edwards Mill Road, Suite 210, Raleigh, NC 27612 ("Class Counsel"). You may contact Class Counsel at (800) 536-0045 or info@ldclassaction.com. 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 expense.

Class Counsel has prosecuted this case on a contingency basis. At the Settlement Fairness Hearing, Class Counsel will be seeking the approval of the Settlement Agreement and requesting the Court for an award of attorneys' fees, costs and expenses up to, but not to exceed \$465,000 from the Settlement Fund. Class Counsel and Named Plaintiffs also will seek approval of a \$5,000 payment from the Settlement Fund for each Named Plaintiff's efforts in representing the Settlement Class.

7. **CAN I GET PAID AND, IF SO, HOW MUCH?** Each Settlement Class Member who participates in the settlement may submit an attached Claim Form which, if approved by Class Counsel, will permit the Class Member's household to share, pro rata, in the Settlement Fund. The actual amount of each payment to each household will be the amount of the Settlement Fund remaining after the court-approved payments to Class Counsel and Named Plaintiffs divided by the number of households of the Settlement Class that submit Claim Forms approved by Class Counsel.
8. **WHAT AM I GIVING UP TO STAY IN THE CLASS?** If the proposed settlement is ultimately approved by the Court, in exchange for everything Defendant is doing, each Settlement Class Member will release certain claims he or she may have against the Defendant and all related people and entities, as set forth more fully in the Settlement Agreement. This means that you will no longer be able to sue Defendant or any related people or entities regarding any claims described in the Settlement Agreement. It also means that all of the Court's orders will apply to you and legally bind you. In addition, you and the other Settlement Class Members will be prohibited from bringing any such claims that arise after the date the Court ultimately approves the Settlement Agreement until thirty months after the Effective Date of the Settlement. Any such claims arising during that timeframe are not released; rather, they can still be asserted by you, but only after Defendant has had the opportunity to complete the improvement measures they have agreed to implement.
9. **HOW DO I REQUEST TO BE EXCLUDED FROM THIS PROPOSED SETTLEMENT?** If you are a Settlement Class Member and if the Settlement Agreement is approved by the Court, then you will be bound by the terms of the Settlement Agreement unless you submit a request to be excluded. To exclude yourself from the proposed settlement, you must mail a written request for exclusion to Class Counsel at the following address:

Class Counsel
Liddle & Dubin, P.C. Attn: South Wake Opt-Outs 975 E. Jefferson Ave. Detroit, MI 48207

This request for exclusion must be postmarked no later than **February 20, 2020**. The request for exclusion must be in writing and contain the following: (a) the caption or other identification of the lawsuit at the top of the first page with the phrase "Request for Exclusion" underneath it; (b) the potential Settlement Class Member's full name, street address, email address, and telephone number; (c) the following statement requesting exclusion:

"I do not want to be a member of the Settlement Class in the South Wake Landfill Lawsuit. I understand that I will not participate in or receive any monetary benefit of the proposed settlement. I also understand that, if I want to pursue any right or claim I may have, it will be my responsibility to do so at my own expense."

and (d) be signed by the potential Settlement Class Member seeking to be excluded from the proposed settlement. Any potential Settlement Class Member's request for exclusion that does not meet these requirements is deemed invalid and ineffective and the potential Settlement Class Member will be considered included as part of the Settlement Class for purposes of the proposed settlement.

- 10. HOW DO I TELL THE COURT THAT I LIKE OR DISLIKE THE PROPOSED SETTLEMENT?** If you are a potential Settlement Class Member and you do not properly request to be excluded, you can tell the Court you like the proposed settlement and that it should be approved, or that you object to the proposed settlement or any particular part of it, including Class Counsel's requests for fees and expenses.

Class Members desiring to object must submit a written Notice of Objection to Class Counsel at the following address:

Class Counsel
Liddle & Dubin, P.C. Attn: South Wake Objections 975 E. Jefferson Ave. Detroit, MI 48207

This objection must be postmarked no later than **February 20, 2020**. You can submit this objection by yourself or, if you like, you can hire a lawyer to assist you. Objections must be in writing and contain the following: (a) the caption of the lawsuit at the top of the first page with the phrase "Notice of Objection" underneath it; (b) the Settlement Class Member's full name, address, and telephone number; (c) the name and address of each lawyer or other person assisting you in filing the objection, if any; (d) the reason, grounds, and basis for the objection, including any legal authority supporting the objection the Settlement Class Member would like the Court and other parties to consider; (e) the signature of the Settlement Class Member who is objecting; and (f) copies of all documents the Settlement Class Member intends to present to the Court in support of the objection, if any. If an objection is submitted by someone purporting to represent a Settlement Class Member, in addition to the Settlement Class Member's signature the objection must attach sufficient documentation to support the person's legal authority to represent the Settlement Class Member.

Objections that do not meet the requirements set forth above will be deemed invalid and the Court will not consider them. Class Counsel and Defendant reserve the right to challenge the validity and grounds of any objection. If you do not submit a written objection to the proposed settlement or the application of Class Counsel for attorney fees and expenses in accordance with the deadline and procedure set forth above, you will waive your rights to be heard at the Settlement Fairness Hearing and to appeal from any order or judgment of the Court concerning the matter.

- 11. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE PROPOSED SETTLEMENT?** The Court will hold a Settlement Fairness Hearing on **March 9**, at **10:00 a.m.** at **Wake County Superior Courthouse, 316 Fayetteville Street, Raleigh, NC**. At this hearing the Court will consider whether the Settlement Agreement and proposed settlement is a fair, reasonable, and adequate resolution of the lawsuit. If there are timely and properly submitted objections, the Court will consider them and any response the Parties may have. The Court may listen to people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to approve the Settlement Agreement and proposed settlement. The Court also will decide how much to award Class Counsel and Named Plaintiffs.

You do not have to attend the Settlement Fairness Hearing. Class Counsel will answer questions the Court may have. But,

you are welcome to attend at your own expense provided you have not excluded yourself from the proposed settlement. If you timely and properly send an objection, you may attend the Settlement Fairness Hearing and talk about your objection, or you may have your own lawyer do so. However, you do not have to attend even if you send an objection. As long as you timely and properly sent your written objection, the Court will consider it even if you do not attend.

- 12. WHAT HAPPENS IF I DO NOTHING AT ALL?** If you do nothing at all, and you are a Settlement Class Member, you will be bound by the proposed settlement if the Court approves it. You will release your claims and receive the benefit of the improvement measures Defendant will guarantee are implemented, but you will not receive any payment from the Settlement Fund.
- 13. WHAT HAPPENS IF THE COURT DOES NOT APPROVE THE PROPOSED SETTLEMENT?** If the Court ultimately does not approve the Settlement Agreement and the proposed settlement, or if the Court's approval is reversed on appeal or the Settlement Agreement is terminated, then the settlement shall become null and void. If the settlement becomes null and void, the case will proceed as though the Settlement Agreement was never entered into.
- 14. ARE MORE DETAILS ABOUT THE PROPOSED SETTLEMENT AND MY RIGHTS UNDER THE PROPOSED SETTLEMENT AVAILABLE?** This Class Notice is a summary and does not describe all details of the Settlement Agreement or the proposed settlement. More details are in the Settlement Agreement. For a complete, definitive statement of the terms of the Proposed Settlement, refer to the Settlement Agreement at www.ldclassaction.com/SouthWake. You may also contact Class Counsel at (800) 536-0045 or info@ldclassaction.com for more details of the lawsuit.

PLEASE DO NOT CONTACT THE COURT WITH QUESTIONS ABOUT THIS NOTICE.

SOUTH WAKE LANDFILL LAWSUIT CLAIM FORM

CLASS ACTION SETTLEMENT

GENERAL INSTRUCTIONS

1. THIS CLAIM FORM MUST: (a) BE POSTMARKED BY March 6, 2020 , (b) BE FULLY COMPLETED, (c) ATTACH ALL REQUIRED DOCUMENTATION, (d) BE SIGNED BY YOU, AND (e) MEET ALL REQUIREMENTS OF THE SETTLEMENT AGREEMENT.

2. In order to claim compensation from the settlement and to receive a payment from the Settlement Fund, a Settlement Class Member such as yourself must complete and return this Claim Form along with the requested documentation to Class Counsel: Liddle & Dubin, P.C., 975 E. Jefferson Ave., Detroit, MI 48207. If you fail to properly complete and timely return this Claim Form, your claim may be rejected, and you may be precluded from receiving any payment from the Settlement Fund, but you will still be bound by the Settlement Agreement if the Court approves it.

3. This Claim Form is directed to all Settlement Class Members as defined in the attached Notice of Pendency of Class Action Settlement (the "Class Notice").

4. IF YOU ARE NOT A SETTLEMENT CLASS MEMBER OR IF YOU, OR SOMEONE ACTING ON YOUR BEHALF, FILED A REQUEST FOR EXCLUSION FROM THE SETTLEMENT CLASS, DO NOT SUBMIT A CLAIM FORM. YOU MAY NOT, DIRECTLY OR INDIRECTLY, PARTICIPATE IN THE SETTLEMENT IF YOU ARE NOT A SETTLEMENT CLASS MEMBER. THUS, IF YOU FILE A VALID REQUEST FOR EXCLUSION IN A TIMELY MANNER, ANY CLAIM FORM THAT YOU SUBMIT, OR THAT MAY BE SUBMITTED ON YOUR BEHALF, WILL NOT BE ACCEPTED.

5. It is important that you completely read the Class Notice that accompanies this Claim Form and the Settlement Agreement. The Class Notice and Settlement Agreement contain the definitions of many of the defined terms (which are indicated by initial capital letters) used in this Claim Form. By signing and submitting this Claim Form, you will be certifying that you have read the Class Notice and Settlement Agreement, including the terms of the releases made by you and the other Settlement Class Members. Your Claim Form may be rejected if you do not check the box that says you have read the Class Notice and Settlement Agreement.

6. Submission of this Claim Form does not guarantee that you will get a share of the Settlement Fund. If the Court does not approve the proposed settlement, there will be no Settlement Fund or distribution from it. If the Court does approve the settlement, the distribution of the Settlement Fund will be governed by the claim procedures set forth in the Settlement Agreement or such other plan of allocation as the Court may approve.

7. You are required to submit copies of genuine and sufficient documentation in response to the requests contained in this Claim Form. IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OR EQUIVALENT DOCUMENTS TO RESPOND TO THESE REQUESTS. THE LACK OF DOCUMENTATION MAY RESULT IN REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL DOCUMENTS. KEEP A COPY OF ALL DOCUMENTS THAT YOU SEND TO CLASS COUNSEL. Any documents you submit with your Claim Form will not be returned.

8. If you or anyone in your household timely and properly completes and submits this Claim Form and it is approved by Class Counsel, a check will be sent to your household for your payment from the Settlement Fund in approximately thirty (30) days after the Court's approval of the settlement becomes final. You will have one hundred and twenty (120) days from the date of the check to cash it. Any uncashed

checks after 120 days will become null and void and you or any other Settlement Class Member who fails to timely cash such a check will forever forfeit any claim to receiving any payment from the Settlement Fund.

9. Type or print legibly in blue or black ink.

Claimant's Identity

Your Full Name (please print)

Your Spouse's Full Name (please print)

Current Mailing Street Address

Email Address

City, State Zip

(_____)_____
Daytime telephone number

Eligibility

I own(ed) and occupied or rent(ed) a residential property within the Class Area at some point in time from September 6, 2016 to the present. ☐ Yes ☐ No

Claimed Address

1. Is your affected address the same as your current address, above? ☐ Yes ☐ No

2. If no, please provide your claimed address within the Class Area:

Street Address

City, State Zip

Proof of Identification

You must attach to your Claim Form a copy of a government-issued photo identification to establish your identity and current address. Please mark the box that identifies the requested enclosed item:

- ☐ Driver's License
- ☐ State Identification Card
- ☐ Other government-issued photo identification sufficient to prove your identity

Claimed Address Status

If you own(ed) or rent(ed) a residential property within the Class Area, mark the box that describes your interest in that property and attach the requested documents to your Claim Form.

- ☐ Owner/occupant - If marked, you *must* attach a copy of the deed or other documentation of ownership. If your current address as reflected on the proof of identification you provided does not match this address, please attach a utility bill or other proof that you resided at the property within the Class Area.
- ☐ Tenant - If marked, you *must* attach a copy of either a valid lease or rental agreement.

Date you first owned or rented the property at this address _____

Do you currently own or rent property at this address? ☐ Yes ☐ No

If you answered no to the prior question, date you last owned or rented property at this address _____

Claimant's Certification

By submitting this Claim Form, I declare under penalty of perjury that all statements in the boxes I have checked above and below are true and all responses in this Claim Form are true and accurate to the best of my knowledge.

☐ I have read the Notice of Pendency of Class Action Settlement (the "Class Notice") accompanying this Claim Form and understand the referenced Settlement Agreement, which I have had the opportunity to review.

☐ I warrant and represent to Defendant that, as of the date of my signature below, that I have not been diagnosed with any sickness, disease, or physical injury which may have been caused by emissions from the South Wake Landfill or any action or inaction of the Defendant.

Date: _____

Your signature

Date: _____

Your Spouse's signature

Your fully completed Claim Form must be postmarked no later than **March 6, 2020**
to Class Counsel at the following address:

**Liddle & Dubin, P.C.
Attn: South Wake Claim Forms
975 E. Jefferson Ave.
Detroit MI 48207-3101**