

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

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

*Yeshayahu Michaely, et al. v. Browning-Ferris Industries of California, Inc.*  
Superior Court of California, County of Los Angeles, Case No. BC497125

**If you resided in any Housing Unit located in whole or in part within the Class Area in the vicinity of the Sunshine Canyon Landfill (“SCL”) located at 14747 San Fernando Rd., Sylmar, CA 91342, at any time since December 11, 2009, or submitted an “Odor Data Sheet” to Class Counsel, you may be a Class Member.**

Please read this Notice carefully, as it affects your legal rights. You can also visit or call  
[www.sunshinecanyonsettlement.com](http://www.sunshinecanyonsettlement.com)  
1-877-291-4937

<b>Your Legal Rights and Options in this Settlement</b>		<b>Deadline</b>
<b>SUBMIT A CLAIM FORM</b>	<b>The only way to get a cash payment.</b> You must <u>timely</u> submit a valid Claim Form, which is attached.	Deadline to submit a Claim Form: on or before September 21, 2018
<b>EXCLUDE YOURSELF</b>	<b>Receive no payment, Get out of this lawsuit. Retain your right to sue Browning-Ferris Industries of California, Inc.</b> If you exclude yourself, you will <u>no longer</u> be a Class Member. This means that you will no longer 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 September 21, 2018
<b>COMMENT OR OBJECT</b>	<b>Explain why you do not like the settlement.</b> You must follow the procedures outlined below. You must remain a member of the lawsuit (you cannot opt out or ask to be excluded) in order to object to the settlement.	Deadline to Comment or Object: on or before September 21, 2018
<b>DO NOTHING</b>	<b>You receive no payment. Remain bound by settlement.</b> 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 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 Los Angeles, known as *Yeshayahu Michaely, et al. v. Browning-Ferris Industries of California, Inc.*, Case No. BC497125. Judge Kenneth Freeman, who is overseeing this case, authorized this Notice. You have a right to know about the class action lawsuit and proposed settlement. As a possible 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, Defendant will undertake certain Improvement Measures and will make payments pursuant to the settlement to Class Members who submit a timely and valid Claim Form.

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 Yeshayahu Michaely, Dean Michaels, Andrea Provenzale, Stephen Beck, Michael Hemming, and Ani Gevshenian (“Plaintiffs”) against Browning-Ferris Industries of California, Inc. (“Defendant”) seeking property damages (not personal injuries). Plaintiffs asserted various legal claims against the Defendant, based on the

allegation that air contaminants, emissions, odors, and/or substances have escaped from SCL and impacted nearby properties. Plaintiffs are represented in this case by the law firms of Liddle & Dubin, P.C. and Arias Sanguinetti Wang & Torrijos LLP (“Class Counsel”).

You can read the Class Action Complaint at [www.sunshinecanyonsettlement.com](http://www.sunshinecanyonsettlement.com).

### **3. How does the Defendant answer?**

The Defendant denies that it is liable on any of Plaintiffs’ claims, and denies that any person has suffered damage to their property relating to SCL.

### **4. Has the Court decided who is right?**

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

### **5. Why is there a settlement?**

The Court did not decide in favor of Plaintiffs or Defendant. 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 resided in a Housing Unit (any single family or multi-family residential unit, including a condominium or apartment) located in whole or in part within the Class Area, at any time since December 11, 2009, and who do not affirmatively opt out of the settlement. The Class Area includes (a) the areas described as the Southern Class Area and Northern Class Area, and (b) any Housing Unit where an occupier or resident of a Household or a member of the occupier/resident’s Household submitted an odor data sheet to Class Counsel. The Southern and Northern Class Areas are described as follows:

The **Southern Class Area** is bounded by Westbury Drive from Balboa Boulevard to Jollette Avenue. Proceeding to the North and West along Jollette Avenue to Sesnon. Proceeding Northeast along Sesnon to Constable Avenue (including all homes on either side of Constable Avenue North of Sesnon), proceeding Northeast on Canyon Ridge Lane (including all homes on either side of Canyon Ridge Lane) to Timber Ridge Drive (including the home located at 17080 Timber Ridge Drive), Proceeding Southeast along Timber Ridge Drive (encompassing and including all homes on Mission Tierra Way) to Balboa Boulevard, proceeding south to the point of origin at the intersection of Westbury Drive and Balboa Boulevard.

The **Northern Class Area** includes all Housing Units in the Legends at Cascades community. The community includes five (5) buildings south of Balboa Drive, Nine (9) structures between Balboa Drive and Nicklaus Drive, Seventeen (17) structures encircled by Nicklaus Drive, Six (6) structures to the North of Nicklaus drive, and two (2) structures to the South of Nicklaus drive between Balboa Boulevard and Silver Oaks Drive.

You can view a map of the affected area at the settlement website, [www.sunshinecanyonsettlement.com](http://www.sunshinecanyonsettlement.com).

### **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 1-877-291-4937, by visiting [www.sunshinecanyonsettlement.com](http://www.sunshinecanyonsettlement.com) where a map of the class area can be seen, or by contacting the Settlement Administrator through the methods 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 Defendant has agreed to the creation of a Settlement Fund totaling \$3,500,000 and also to undertake certain Improvement Measures at the Sunshine Canyon Landfill to prevent or reduce the potential for off-site odors associated with the landfill.

### **9. What are the Improvement Measures about?**

Defendant has agreed to undertake certain Improvement Measures to prevent or reduce the potential for off-site odors associated with the operation of the landfill. These include improvements in landfill gas flare capacity, landfill gas collection measures, odor neutralization, and dust control. The timing of these efforts is outlined in Exhibit D to the Settlement Agreement. These measures include the following:

Defendant will: (a) install new landfill gas flare capacity, subject to SCAQMD permit approval being obtained, with capacity to destroy an additional 5,000 scfm of landfill gas; (b) install 120 new or replacement vertical gas extraction wells; (c) install 15,000 linear feet of new horizontal or sloped extraction wells/collectors; (d) seek approval for planting of additional vegetative screening on the ridge between the Landfill and the Mission Tierra neighborhood; and (e) operate and maintain at least five dust bosses (including “Buffalo Monsoons”) to control working face odors.

Defendant will seek approval from its permitting agencies for the planting of additional vegetative screening on the ridge between the landfill and the Mission Tierra neighborhood and shall plant additional vegetation as approved by the relevant agencies.

A complete description of the Improvement Measures can be found by visiting [www.sunshinecanyonsettlement.com](http://www.sunshinecanyonsettlement.com).

**10. How do I get paid?**

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

- A. Complete, sign and date the Claim Form** (they are enclosed with these materials). Keep a copy of the completed Claim Form(s) for your records; and
- B. Mail the appropriate Claim Form and, to the extent that you have any, your supporting** documentation, postmarked on or before September 21, 2018 to the following address: *Michaely v. Browning-Ferris Industries of California, Inc.* Claims Administrator, P.O. Box 404000, Louisville, KY 40233-4000. The documentation that should be contained with your Claim Form is identified in the Claim Form.

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

If you fail to submit a properly supported Claim Form on or before September 21, 2018, you will not get paid, but you will still benefit from the Improvement Measures at the landfill. Sending in a Claim Form late will be the same as doing nothing.

**12. How much can I get paid?**

**All Class Members who submit valid Claims will be entitled to receive a minimum cash payment. The minimum cash payment each Class Member who submits a Claim will receive will be approximately \$771.54, but it will probably be more. If you submit a Claim, the amount of cash you receive will depend on the total number of valid Claims received by the Claims Administrator, whether you sent an Odor Data Sheet to Plaintiffs’ attorneys, and whether you filed odor complaints regarding the Sunshine Canyon Landfill with the South Coast Air Quality Management District (SCAQMD) and, if so, how many odor complaints you filed.**

The amount a Class Member will receive will not be known until after all Claim Forms have been submitted and assessed. Class Counsel or the Administrator shall determine the approved claim amount for a Class Member who has submitted a valid Claim Form. For more information, see the Claim Processing and Payment Guidelines, attached as Exhibit G to the Settlement Agreement.

The chart below shows estimated payments based on the total percentage of all Class Members who submit valid Claims. The chart also assumes Judge Freeman approves 100% of Class Counsel’s request for attorneys’ fees and costs and the class representative payments, and after deducting the costs of administration and notice to Class Members.

<b>Sunshine Canyon Landfill Class Action Estimated Settlement Fund Distribution</b>			
Category	at 100% claim rate	at 75% claim rate	at 50% claim rate
Class Members that have neither made complaints to SCAQMD or submitted a resident data sheet	\$771.54	\$1,028.73	\$1,543.09
Class Members who have not made complaints to SCAQMD but submitted a resident data sheet	\$1,543.08	\$2,057.46	\$3,086.18
Class Members who have made 1-5 complaints to SCAQMD	\$3,086.16	\$4,114.92	\$6,172.36
Class Members who have made 6-24 complaints to SCAQMD	\$6,172.32	\$8,229.84	\$12,344.72
Class Members who have made 25 or more complaints to SCAQMD	\$7,715.40	\$10,287.30	\$15,430.90

[Note: Class Counsel’s past experience in other similar class action settlements is that not all Class Members will submit valid Claims.]

### **13. When will I get paid?**

On October 2, 2018 at 11:00 a.m, the Court will hold a hearing to decide whether or not to approve the settlement. If the Court approves the settlement, the Class Counsel or the Administrator will begin reviewing each Claim Form submitted. Please note that there can be a delay in payment 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.

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

If the settlement becomes final, Class Members will be releasing the Defendant and all related people and entities from all claims (except Medical Claims) in the First Amended Complaint and any similar claims based on odorous, particulate and other airborne emissions from Defendants' landfill, including causes of action for nuisance, trespass, and negligence or similar causes of action which seek any relief, including compensatory damage, equitable relief or punitive damages, due to Defendants' alleged interference with use and enjoyment of property, damage to property, annoyance, inconvenience, exposure, and contemporaneous physical reactions to these alleged airborne emissions. "Released Claims" also include any claim alleging that the value of property owned or rented by any Class Member has been reduced due to any type of airborne emissions from Defendant's landfill. You will retain the right to sue on any Medical Claims, as defined in the Settlement Agreement. The "Class Period" includes the period from December 11, 2009 through the date of Judge Freeman's preliminary approval of the Settlement Agreement. "Released Claims" do not include unknown claims. As used herein, "Released Parties" includes defendant Browning-Ferris Industries of California, Inc., and its direct and indirect parent and subsidiary companies and affiliates and each of their respective officers, directors, employees, agents, contractors, insurers, and their successors and assigns.

Medical Claims Not Included in Release: The release of claims does not bar claims you may have for physician diagnosed and physician treated medical harm, other than contemporaneous physical or psychological reactions to alleged odors, dust, pollution, pollutants, debris, air contaminants or "fallout."

All Plaintiffs and Class Members submitting a Claim Form agree not to sue Defendant or any Released Party until after the Cooling Off Period (i.e., after an additional 30 months have passed following the Released Period) on any alleged claim for odor, dust, or other alleged emission that occurs after the passage of the Released Period.

Class Members submitting a Claim Form recognize their obligation to anyone purchasing their home consistent with the requirements of Civil Code section 1102.17, which states: "The seller of residential real property subject to this article who has actual knowledge that the property is adjacent to, or zoned to allow, an industrial use described in Section 731a of the Code of Civil Procedure, or affected by a nuisance created by such a use, shall give written notice of that knowledge as soon as practicable before transfer of title."

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

### **15. How do I get out of this settlement ("opt out")?**

To exclude yourself from or opt out of the settlement, you must send a letter by First Class U.S. Mail to the Administrator that contains the following statement: "I WANT TO BE EXCLUDED FROM THE SETTLEMENT IN THE MICHAELY CLASS ACTION LITIGATION." You cannot exclude yourself on the phone or by e-mail. Be sure to include your full name, current residence address, and the address located in whole or in part within the Class Area (if different from your current address). You must mail your exclusion request, postmarked on or before September 21, 2018, to:

*Michaely v. Browning-Ferris Industries of California, Inc.* Claims Administrator  
P.O. Box 404000  
Louisville, KY 40233-4000

If you timely submit your request to be excluded as outlined above, 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 Defendant later?**

No, not for the Released Claims.

You can later sue the Defendant for future conduct of Defendant that occurs after the preliminary approval of this settlement by the Court, and which creates future harm or damages. For a period of 30 months after the Released Period ends, no Class Member can assert or allege in a lawsuit any claims for odor, dust or other alleged emissions from SCL in a legal proceeding, but any claims arising from that period of time may be brought after the passage of 30 months.

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

No. If you exclude yourself from (opt out of) 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 Arias Sanguinetti Wang & Torrijos LLP 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.lidclassaction.com](http://www.lidclassaction.com). Separately, the Defendant is represented by the Law Offices of Thomas Bruen, of Walnut Creek, CA, and Lathrop Gage LLP of Kansas City, MO.

**19. Should I get my own lawyer?**

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

**20. How will the lawyers for the Class 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 reasonable attorney fees in the amount of \$1,500,000 and reasonable expenses in the amount of approximately \$136,000.

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 (including the identification of Class Member addresses) of the Class Notice; fees and disbursements to the Administrator 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 Plaintiffs a service award in recognition of their efforts on behalf of the Class. The award requested for Plaintiff Dean Michaels will be \$20,000 and the amount requested for each of the other Plaintiffs will be \$15,000. These Plaintiffs participated in the litigation for over four years—including by appearing for deposition, and 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 and it should be approved, or that you object to the settlement if you do not like some, part, or all of it. The Court will consider all comments from Class Members. In order to comment on or object to the proposed settlement, you must submit a written statement to the Administrator setting forth:

- Your legal name, current residence address, and (if different) your address located in whole or in part within the Class Area;
- The reference "MICHAELY CLASS ACTION LITIGATION"
- A brief statement of your objections, together with any supporting documents.

Your comments or objections should be submitted, along with any request to speak at the Fairness Hearing (See Questions 23-25), postmarked on or before September 21, 2018, to the Settlement Administrator at the following address:

*Michaely v. Browning-Ferris Industries of California, Inc.* Claims Administrator  
P.O. Box 404000  
Louisville, KY 40233-4000

If you do not submit a written comment or objection on the proposed settlement or the application of Class Counsel for incentive awards, attorneys' fees, and expenses, you may still be heard at the fairness hearing.

**22. What is the difference between objecting and excluding (opting out)?**

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 or opting out 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, and you will receive no benefit under the Settlement Agreement.

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

The Court will hold a Fairness Hearing at 11:00 a.m. on October 2, 2018 in Department 310 of the Los Angeles County Superior Court located at Central Civil West Courthouse, 600 South Commonwealth Ave., Los Angeles, CA 90005. 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 will listen to people who ask to speak at the hearing. The Court will 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 attend. 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 have your own lawyer attend, but it is not necessary.

**25. May I speak at the hearing?**

If you would like to speak at the Fairness Hearing about your comments or objections to the settlement, you are asked to add to your letter commenting or objecting to the settlement a statement that you intend to appear and speak at the hearing. An example is stating: "This is my Notice of Intention to Appear and speak at the Fairness Hearing in *Michaely, et al. v. Browning-Ferris Industries of California, Inc., et al.*" You will not waive your right to be heard at the Fairness Hearing if you do not submit a written comment or objection on the proposed settlement in accordance with the deadline and procedure set forth above; however, for planning purposes you are asked to object in writing and request to be heard if you wish to attend and speak at the Fairness Hearing. You cannot speak at the hearing if you excluded yourself. If you intend to appear at the Fairness Hearing through counsel, you are asked to include with your comment the identity of all attorneys representing you who will appear at the Fairness 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 Released Claims in this case. You will, however, receive the benefit of the Improvement Measures.

**ADDITIONAL INFORMATION**

**27. Are there more details available?**

Visit the website [www.sunshinecanyonsettlement.com](http://www.sunshinecanyonsettlement.com) 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 the Settlement Administrator at 1-877-291-4937.

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: June 22, 2018

BY ORDER OF THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES