

Exhibit B
Final Judgment

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

YESHAYAHU MICHAELY, DEAN
MICHAELS, ANDREA PROVENZALE,
STEPHEN BECK, MICHAEL HEMMING,
and ANI GEVSHENIAN, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

BROWNING-FERRIS INDUSTRIES OF
CALIFORNIA, INC., a California
Corporation, and DOES 1-100,

Defendant.

Case No. BC497125

Case assigned for all purposes to:
Honorable Kenneth Freeman, Dept. 310

Complaint Filed: Dec. 11, 2012

Trial Date: Unassigned

FINAL JUDGMENT

In the Preliminary Approval Order dated [REDACTED], this Court scheduled a Fairness Hearing for [REDACTED], 2019 to determine: (a) whether the proposed settlement between Plaintiffs Yeshayahu Michaely, Dean Michaels, Andrea Provenzale, Stephen Beck, Michael Hemming, and Ani Gevshenian, individually and on behalf of all others similarly situated, and Defendant Browning-Ferris Industries of California, Inc., on the terms and conditions set forth in the Settlement and Release Agreement (also the “Agreement”),¹ is fair, reasonable and adequate, and in the best interests of the Class, and (b) whether to enter the Final Judgment (Exhibit B to the Agreement). The Court also ordered that the Class Notice (Exhibit A to the Agreement) be served upon the Class in the manner described in the Preliminary Approval Order.

The Fairness Hearing on the Agreement was duly held before this Court at which time all interested persons were afforded an opportunity to be heard. This Court has duly considered all of the submissions and arguments presented on the proposed settlement.

¹ Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, THIS COURT FINDS, CONCLUDES, ADJUDGES AND DECREES THAT:

1. The Court has jurisdiction over the parties and the subject matter of this litigation;
2. For purposes of implementation of this settlement and by agreement of the parties, the Court certifies the Class pursuant to California Rule of Court 3.769, for settlement purposes only;
3. The Court finds and determines that the terms of the Agreement are fair, reasonable and adequate to the Class and to each Class Member and that the Agreement is ordered finally approved. The Court finds that the Agreement was reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties conducted extensive investigation, research, and discovery, and their attorneys were able to reasonably evaluate their respective positions. The Court also finds that the Agreement will enable the Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the Improvement Measures that will be undertaken in order to mitigate the effect of any potential odors associated with the operation of Sunshine Canyon Landfill and the monetary recovery provided as part of the Agreement and recognizes the significant value accorded to Class Members.
4. The Agreement is not an admission by Defendant, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement, shall be construed or deemed an admission of liability, culpability, negligence or wrongdoing on the part of the Defendant or Plaintiffs.

5. The Court finds and determines that the individual payments to be paid to Class Members who have timely filed a valid Claim Form as provided for by the Agreement are fair and reasonable. The Court hereby gives final approval to and orders the payment of these amounts be made to those Class Members who have timely filed a valid Claim Form as provided for by the settlement in accordance with the terms of the Agreement.

6. The Court has certified a Class, as the term is defined in and by the terms of the Agreement, and the Court deems this definition sufficient for purposes of California Rule of Court 3.765(a) for settlement purposes only;

7. Plaintiffs Yeshayahu Michaely, Dean Michaels, Andrea Provenzale, Stephen Beck, Michael Hemming, and Ani Gevshenian, individually and on behalf of all others similarly situated, and Class Counsel, have fairly and adequately represented the interests of the Class in this matter and in its resolution;

8. This Order is binding upon all Plaintiffs, the Class, and the Defendant. The agreement between the Parties to settle this case shall be consummated in accordance with the terms and conditions of the Agreement. The parties are directed to carry out their obligations under the Agreement;

9. Pursuant to the Order Granting Preliminary Approval of Class Action Settlement, a Notice of Class Action Settlement and Claim Form were mailed to all reasonably identifiable potential members of the Class by first-class U.S. Mail and also delivered by hand. Notice was also published in the Los Angeles Daily News on [REDACTED] and through a targeted internet media campaign. Written notice (in the form of Exhibit A to the Agreement) was mailed to the addresses for all reasonably identifiable Housing Units located in the Class Area. The same written notice, along with copies of the Stipulation of Settlement and Release Agreement, and

Claim Form were also posted by the Settlement Administrator on the website www.sunshinecanyonsettlement.com. The Notice informed the Class of the terms of the settlement; of their right to make a claim for their proportional share of the settlement, and the manner and deadline for doing so; of their right to request exclusion from the settlement, and of the manner and deadline for doing so; of their right to comment upon or object to the settlement, and to appear in person or by counsel at the final approval hearing and to be heard regarding approval of the settlement, and the manner and deadline for doing so; and were informed of the date set for the Final Approval hearing. A reminder notice postcard was sent at least 20 days before the deadline to claim, opt-out, or object. The Court finds that each of these procedures provided Class Members both adequate notice and adequate and reasonable time to respond and protect their rights under the Agreement.

10. The Court finds and determines that this notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the settlement based on the responses of Class Members. The Court finds and determines that the Notice of Class Action Settlement provided for by the Agreement was the best notice practicable, which satisfied the requirements of law and due process. The Court further finds that the Class Notice is in full compliance with the notice requirements of due process and California Rule of Court 3.769(f).

(a) Upon the Final Settlement Date of the Agreement, all Plaintiffs and the Settlement Class are deemed to have released the claims within the scope of the Agreement. Following the 30 month Cooling Off Period, as defined in the attached Settlement Agreement, a Plaintiff or Class Member may bring a separate lawsuit for any conduct of the Defendant occurring after the entry of the Preliminary Approval Order, and which causes any harm or damage to them after the date of the Preliminary Approval Order.

11. Pursuant to the terms of the settlement, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorney fees in the sum of \$1,500,000 and litigation costs of \$136,000. The Court finds such amounts to be fair and reasonable. The Court orders that Class Counsel is entitled to retain said attorneys' fees and litigation costs from the Settlement Funds as specified in the Agreement;

12. Defendant will make the Improvement Measures contained in Exhibit D to the Agreement subject to a permanent injunction. Specifically, Defendant shall:

(a) For the four year period covered by Exhibit D to the Settlement Agreement, except for required maintenance, Defendant will maintain and operate at SCL a total of five dust bosses (including "Buffalo Monsoons") in order to spray mist with odor neutralizer near the disposal area of the Landfill.

(b) Defendant will install one new landfill gas blower and flare, with capacity to destroy 5,000 scfm of landfill gas, on or after January 1, 2018 and no later than: (a) 18 months after final Court approval of the Settlement Agreement, or (b) 180 days after the SCAQMD permit for the blower and flare is issued, whichever occurs later.

(c) Defendant will install 120 new or replacement vertical gas extraction wells, and 15,000 linear feet of new horizontal or sloped extraction wells/collectors, plus associated gas conveyance piping as necessary for operation of these wells and collectors. These tasks will be performed by the following interim milestones:

a. 40 new or replacement vertical gas extraction wells and 5,000 feet of horizontal or sloped collectors and associated collection piping by December 31, 2018.

b. 40 new or replacement vertical gas extraction wells and 5,000 feet of horizontal or sloped collectors and associated collection piping by December 31, 2019.

c. 40 new or replacement vertical wells and 5,000 feet of horizontal or sloped collectors and associated collection piping by December 31, 2021.

(d) 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.

13. Defendant will make its payment of the Settlement Funds into an escrow account, from which distributions will be made by Class Counsel or the Settlement Administrator to the Class Members pursuant to the Final Settlement Agreement and Release and its Claim Processing and Payment Guidelines, outlined in Exhibit G to the Agreement;

14. All of the claims asserted in this lawsuit by Plaintiffs, brought both individually and on behalf of the Class, are dismissed with prejudice, each party to bear its own costs except as otherwise provided by the Agreement and the Court's Order granting the award of attorneys' fees, costs, the Class Representative service payment, and Settlement Administration expenses;

15. Nothing in this Order shall preclude any action to enforce the Parties' obligations pursuant to the Agreement or pursuant to this Order, including the requirement that payments are made to Class Members who timely file a valid Claim Form in accordance with the Agreement. Any Class Member may bring an action to enforce this Judgment, for which the remedy will be specific performance and attorneys' fees;

16. The Court hereby enters final judgment in this case in accordance with the terms of the Agreement, the Order Granting Preliminary Approval of Class Action Settlement filed on , and this Order;

17. Any residual from the settlement funds, including funds from uncashed checks and any accrued interest, will be distributed in accordance with Cal. Code Civ. Proc. § 384. Twenty-five percent shall be distributed to the State Treasury for deposit in the Trial Court Improvement and Modernization fund, twenty-five percent shall be distributed th the State Treasury for deposit into the Equal Access Fund of the Judicial Branch, to be distributed in accordance with Sections 6216 to 6233, inclusive, of the Business and Professions Code, and fifty percent shall be distributed to the following nonprofit organization: the Sierra Club. The Sierra Club's mission statement notes that "[t]he purposes of the Sierra Club are to explore, enjoy, and protect the wild places of the earth; to

practice and promote the responsible use of the earth's ecosystems and resources; to educate and enlist humanity to protect and restore the quality of the natural and human environment; and to use all lawful means to carry out these objectives. Therefore, any financial contribution to this charity satisfies the requirements of Cal. Code Civ. Proc. § 284(b)(3)(C) as it supports projects that will benefit those similarly situated to the class and/or furthers the objectives and purposes of the underlying class action or cause of action.

18. This document shall constitute a judgment (and separate document constituting said judgment) for purposes of California Rules of Court, Rule 3.769(h); and

19. This Court retains jurisdiction over all matters relating to the modification, interpretation, administration, implementation, effectuation and enforcement of the Agreement and this Order. If this Final Judgment is reversed on appeal, the Agreement, the preliminary approval proceedings related to it, and the final approval hearings related to it are all without prejudice to the rights of the parties to the litigation.

Dated: _____

IT IS SO ORDERED

Honorable Kenneth Freeman