

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 10/8/18

AGENDA ITEM:	
Cedar Grove Class Action Settlement	
PREPARED BY:	DIRECTOR APPROVAL:
Jon Walker	
DEPARTMENT:	
Legal	
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:
SUMMARY:	

In 2013 a number of individuals filed a lawsuit against Cedar Grove Composting alleging that odors from its Everett facility caused damage to their property. Plaintiffs sought class certification and on August 1, 2018, the court entered an order preliminarily approving a class action settlement. The city falls within the class because it owned at least seven residential properties within two miles of the composting facility during the class period (February 12, 2010, to present). The city received notice of the proposed settlement and has until October 29, 2018, to respond.

The settlement requires Cedar Grove to pay \$787,500.00 in settlement of all claims. Council has four options: (1) agree to be included in the settlement; (2) agree to be included in the settlement, but object to the fairness of the settlement; (3) opt-out of the settlement; or (4) do nothing.

A memorandum detailing the proposed settlement and Council's options is attached.

RECOMMENDED ACTION: Staff recommends the Council opt-out of the settlement.
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Office of the City Attorney

1049 State Avenue
Marysville, Washington 98270

October 2, 2018

To: Marysville City Council

From: Jon Walker, City Attorney

cc: Mayor Jon Nehring, CAO Gloria Hirashima

re: Effect of judgment in class action, Bundy, et al v. Cedar Grove

In 2013 a number of individuals filed a lawsuit against Cedar Grove Composting alleging that odors from its Everett facility caused damage to their property. Plaintiffs sought class certification and on August 1, 2018, the court entered an order preliminarily approving a class action settlement. The city falls within the class because it owned at least seven residential properties within two miles of the composting facility during the class period (February 12, 2010, to present). The city received notice of the proposed settlement and has until October 29, 2018, to respond.

The settlement requires Cedar Grove to pay \$787,500.00 in settlement of all claims. Class counsel will receive at least \$330,000.00 in fees and be reimbursed for at least \$53,761.12. The named plaintiffs will receive \$1,500.00 each prior to any other claimants receiving compensation. Class counsel estimates there are “thousands” of potential class members. Cedar Grove also will spend \$1,450,000.00 on improvements to address odors. Class members who take part in the settlement are subject to a 42 month “cooling off” period during which they may not file any claim against Cedar Grove related to odors, dust, or emissions. The court will hold a fairness hearing on December 13, 2018.

The Council has four choices in responding to the notice of settlement:

1. Notify class counsel that it wishes to be included in the settlement. This will ensure that the city receives a pro rata share of any settlement and the city will be bound by the judgment and all conditions of the judgment.

2. Notify class counsel that it wishes to opt-out of the settlement. The city will not receive any share of the settlement and will not be bound by the judgment.
3. Object to the fairness of the settlement. The city ultimately will be bound by any judgment but will have the opportunity to argue that the settlement is unfair. The city may not both object and opt-out. If it does, it will be treated as having opted out.
4. Do nothing. The city is not likely to receive any proceeds from the settlement, but will be bound by the judgment and its conditions.

Staff recommends opting out of the settlement agreement for two reasons. First, the settlement agreement may limit the ability of the city to respond to any nuisance odors from Cedar Grove in the future and may impose unnecessary duties on the city if it sells any of its properties that are within the class definition. Second, the monetary award is likely to be minimal and it may be better if this is distributed amongst city residents who were affected by the odors (individuals who lived in the houses owned by the city during the class period are potential class members).

The Council may wish to consider objecting to the settlement because it includes an untitled paragraph that binds all class members that are part of the settlement to expressly acknowledge that odor attributed to Cedar Grove is an “existing material fact” under RCW 64.06.020. This statute requires the seller of residential real estate to provide the buyer with a disclosure form identifying existing material facts and defects. While odor is not a fact or defect listed on the form required by RCW 64.06.020, the omission of a material fact in a real estate transaction that is unrelated to the disclosures required by the seller disclosure statute may expose a seller to an independent claim under the Consumer Protection Act, chapter 19.86 RCW. *Deegan v. Windermere Real Estate/Ctr.-Isle, Inc.*, 197 Wn. App. 875, 891, 391 P.3d 582, 590 (2017). While it is not certain what the effect of this settlement provision will be, it likely would impose some liability on a seller of real estate who is a class member. A seller would have to either disclose odors attributed to Cedar Grove to potential buyers or risk being liable to the buyer should the buyer wish to rescind the purchase of the property or recover damages because of odor attributed to Cedar Grove. To object to the settlement agreement, however the City would become subject to any settlement approved by the court.

If you have any questions or concerns, please contact me directly at 360-363-8087.

LIDDLE & DUBIN, PC

ATTORNEYS AND COUNSELORS AT LAW
975 E. JEFFERSON AVE.
DETROIT, MI 48207-3101

www.LDCClassAction.com

STEVEN D. LIDDLE
DAVID R. DUBIN
LAURA L. SHEETS
NICHOLAS A. COULSON
BRANDON T. BROWN

TELEPHONE
(313) 392-0015
(800) 536-0045

FACSIMILE
(313) 392-0025

August 14, 2018

Re: *Bundy, et. al. v. Cedar Grove Composting Facility – Everett*
Civil Action No. 13-2-02778-8

Dear Owner/Occupant:

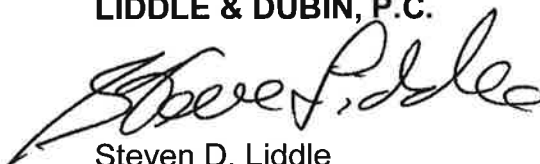
You are receiving this packet as you may be a class member and may be entitled to benefits pursuant to a proposed settlement in the above referenced matter. Attached you will find a Notice explaining your rights under the proposed settlement. Please read this Notice carefully as it may affect your legal rights. The broad points of this settlement are the following:

1. The Defendant agrees to pay the Plaintiff Class \$787,500 in cash;
2. The Defendant agrees to spend \$1,450,000 in improvement measures intended to eliminate or reduce the emission of off-site odors;
3. If you desire to share in the settlement proceeds you must, on or before October 29, 2018, submit to Liddle & Dubin a fully completed Claim Form attached hereto;
4. If you desire to opt out of the settlement and/or object to its terms you must, on or before October 29, 2018 submit your objection and/or opt out to Liddle & Dubin at the address listed above.

If, after reading the attached Notice, you have further questions, please do not hesitate to contact me.

Respectfully,

LIDDLE & DUBIN, P.C.



Steven D. Liddle

SDL:md
Encl.

**SUPERIOR COURT OF WASHINGTON
FOR SNOHOMISH COUNTY**

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT

A Washington State Court authorized this notice.

This is not a solicitation from a lawyer.

You are receiving this Notice because you may be a class member and may be entitled to compensation.

- A settlement has been reached with Cedar Grove Composting Facility, Inc. ("Defendant") to resolve claims arising from litigation ("Litigation") regarding the alleged emission of nuisance odors ("emissions") from Defendant's facility located in Everett, Washington.
- The Settlement Agreement provides money for Settlement Class Members. Defendant will provide a settlement fund of \$787,500.00. This money will be available for payment to the Class, and will also be used to pay for any court-approved attorneys' fees and costs, and Class Representative incentive awards.
- The exact amount each Class Member will receive will depend on the amount of fees, service payments, and costs, as well as the number of Claim Forms returned.
- Defendant will also spend at least \$1,450,000 on improvements to its facility that are designed to reduce the potential for odor emissions and improve environmental performance.
- This Notice explains the settlement, your rights, the available benefits, who is eligible for them, and how to get them. As a Class Member you have various options that you may exercise before the Court decides whether to approve the settlement.
- The Court in charge of this case is the Washington Superior Court in and for the County of Snohomish, The Honorable Linda C. Krese presiding. The Litigation is called *Bundy, et al. v. Cedar Grove Composting Facility, Inc.*, Snohomish County Superior Court Case No: 13-2-02778-8. The Court still has to decide whether to approve the settlement.
- Your legal rights are affected whether you act or don't act. Please read this Notice carefully.

Your Legal Rights and Options in this Settlement	
EXCLUDE YOURSELF	If you exclude yourself, you will <u>no longer</u> be a Class Member. This means that you will not receive payment 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. This is the only option that allows you to be part of any other lawsuit against Cedar Grove about the matters being resolved in this Settlement. You must request exclusion no later than October 29, 2018 .
OBJECT	Write to the Court about why you do not like the Settlement. You must follow the procedures outlined below. You must file your written objections no later than October 29, 2018 .
MAKE A CLAIM FOR COMPENSATION	Complete the attached Claim Form and submit it with the required information to Class Counsel. You will be bound by the terms of the Settlement Agreement and will have released Defendant from any and all Claims as defined in the Settlement Agreement. <u>All class members who complete and submit approved Claim Forms will receive an equal share of the Class Settlement Fund after the deduction of expenses, costs, attorneys' fees and incentive awards. The Claim Form must be postmarked by October 29, 2018.</u>
DO NOTHING	If you don't return the Claim Form, you will receive no monetary recovery, but will be bound by the terms of the Settlement Agreement and will lose your right to sue Cedar Grove for the released Claims described in the Settlement Agreement.

1. **WHAT IS THIS NOTICE ABOUT:** This Notice is to inform you of the proposed settlement of a class action lawsuit against the Defendant pending in the Superior Court of Washington for Snohomish County.

This Notice is given by Order of the Honorable Linda C. Krese, Snohomish County Superior Court Judge. It

summarizes your rights as set forth in the Settlement Agreement.

The Court directed this Notice to be sent to as you may be a class member.

- 2. WHAT IS THE LAWSUIT ABOUT:** The lawsuit (*Bundy, et al. v. Cedar Grove Composting Facility, Inc.*, Snohomish County Superior Court Case No: 13-2-02778-8) was filed on February 12, 2013, and concerns the alleged emission of nuisance odors from Defendant's facility in Everett into the surrounding area.

The Defendant has denied and continues to deny all charges of wrongdoing or liability arising out of the allegations and claims asserted in the lawsuit.

- 3. WHY IS THE CLASS ACTION BEING SETTLED:** The Court did not decide in favor of Plaintiffs or the Defendant. Instead, both sides agreed to settle the Class claims to finally resolve the allegations and avoid the cost and risk of trial. The Defendant denies all legal claims in this case and contends there are many legal problems with Plaintiffs' claims. The Representative Plaintiffs and their attorneys believe that the settlement is in the best interest for all members of the Settlement Class.
- 4. HOW DO I KNOW IF I'M PART OF THE SETTLEMENT:** Any owner/occupant of residential real property who within the class period either 1) resided within 2 miles of the compost facility located at 3620 36th Pl, Everett, Washington, or 2) filed with Class Counsel a completed resident Data Sheet, or 3) filed a non-anonymous complaint with the PSCAA in which they allege that Cedar Grove was the source of odor at their residence.

Each of these categories is limited to persons satisfying any of the above definitions at any point in time between February 12, 2010 and the Effective Date. Excluded from the Class are the Court and the Court's Staff, and Counsel for any of the Parties. Also excluded from the Class are any individuals who: (1) settled claims in any other action relating to or arising out of allegations of odors emitted from Cedar Grove's compost facilities; or (2) have individual claims pending as of the Effective Date in any other action relating to or arising out of allegations of odors emitted from Cedar Grove's compost facilities, including, but not limited to, *Davis, et al v Cedar Grove Composting, Inc.*, Case No. 13-2-03987-5.

- 5. IF YOU ARE NOT SURE WHETHER YOU ARE A MEMBER** of the Settlement Class, or have any other questions about the settlement, please call (800) 536-0045. You can also send your questions to Class Counsel by e-mail (info@ldclassaction.com) or by mail to: Liddle & Dubin, P.C., 975 E. Jefferson Ave., Detroit, MI 48207.
- 6. SUMMARY OF THE SETTLEMENT:** If the Settlement Agreement is approved by the Court at or after the Fairness Hearing described in this Notice, the Defendant will pay the total amount of \$787,500.00 into the Class Settlement Trust Fund for the benefit and advantage of all class members. After the deduction of the costs and expenses incurred in the case, attorneys' fees, and incentive awards, the Class Settlement Trust Fund will be evenly distributed to all class member households that complete and submit an approved Claim Form. The Defendant will also expend at least \$1,450,000 on improvements to its facility designed to reduce the potential for odor emissions and improve environmental performance.

If any of the issued checks remain uncashed after a period of 180 days, then 50% of such residual funds shall be disbursed to the Legal Foundation of Washington, and the other 50% of such residual funds shall be disbursed within 30 days thereafter to Defendant for its use in making improvement measures in addition to those required by the Settlement Agreement.

- 7. WHO ARE THE LAWYERS FOR THE CLASS AND HOW WILL THEY BE PAID:** The Court has appointed the following attorneys to represent you and the other Class Members: Liddle & Dubin, P.C., 975 E. Jefferson Ave., Detroit, MI 48207; and Terrell Marshall Law Group, 936 N 34th St, #300, Seattle, WA 98103 ("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 cost.

Class Counsel has prosecuted this case on a contingency basis. At the 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. Class Counsel will request the Court for an award of attorneys' fees of \$330,000.00, costs, and litigation expenses, currently \$53,761.12 from the Settlement Trust Fund.

- 8. WHAT AM I GIVING UP TO STAY IN THE CLASS:** If the settlement becomes final, Class Members will be releasing Defendant and all related people and entities from all the claims defined in the Settlement Agreement. This means that you will no longer be able to sue the Defendant 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.

Subject to the cooling-off period, this Release does not preclude or limit in any way the Class Representatives or any Class Member from asserting individual claims against the Defendant that were not alleged in the lawsuit regarding emissions from Defendant's facility and does not preclude, affect or limit in any way the Defendant's defenses to any such claims or allegations, all having been fully reserved.

In addition, the settlement involves a "Cooling Off Period," meaning that for a period of 42 full months after the termination of the Class Period, no Class Member can bring a lawsuit asserting or alleging claims for odor, dust or other alleged emissions from the Facility. The Cooling Off Period shall not prevent claims from accruing during this time, but shall serve only as a bar to the initiation of litigation prior to its expiration.

The fact that the parties have reached a settlement regarding the Plaintiffs' odor claims, which Defendant disputes and denies, is not and cannot be used as evidence against Defendant.

- 9. HOW DO I REQUEST EXCLUSION FROM THIS SETTLEMENT:** If you are a 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 file a request to be excluded.

To exclude yourself from the proposed settlement, you must mail a written request for exclusion to Class Counsel at: Liddle & Dubin, P.C., 975 E. Jefferson Ave., Detroit, MI 48207. This request for exclusion must be postmarked no later than **October 29, 2018**.

The request to be excluded must be in writing and signed by the Class Member, and must contain the following: the caption of the Action; the Class Member's full name, address; and must specifically contain a stated request for exclusion from the prospective Settlement Class and settlement.

- 10. HOW DO I TELL THE COURT THAT I LIKE OR DISLIKE THE SETTLEMENT:** If you are a member of the Class and you do not request to be excluded, you can tell the Court you like the settlement and that it should be approved, or that you object to the settlement or Class Counsel's requests for fees and expenses, if you do not like a part of it. The Court will consider all comments from class members.

Class Members desiring to object must file a Notice of Objection with the Court no later than **October 29, 2018**. You also must send a copy of your objection to Class Counsel at: Liddle & Dubin, P.C., Attn: Cedar Grove, 975 E. Jefferson Ave., Detroit, MI 48207.

Objections must be in writing and signed by the Class Member and must contain the following: the caption of the Action; the Class Member's full name, address and must identify with reasonable particularity the basis for the objection and attach all documentation he, she or it intends to present to the Court in support of his, her or its position.

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 right to be heard at the fairness hearing and to appeal from any order or judgment of the Court concerning the matter.

- 11. WHEN AND WHERE WILL THE COURT DECIDE TO APPROVE THE SETTLEMENT:** The Court will hold a Fairness Hearing on December 13, 2018, at 1 p.m. at the Snohomish County Superior Court, 3000 Rockefeller Ave., #502, Everett, WA 98201.

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. At or after the hearing, the Court will decide whether to approve the settlement.

You do not have to attend the hearing. 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 you sent your written objection, provided that it is received on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

- 12. ARE MORE DETAILS ABOUT THE SETTLEMENT AND MY RIGHTS UNDER THE SETTLEMENT AVAILABLE:** This Notice is a summary and does not describe all details of the settlement. More details are in the Settlement Agreement. For a complete, definitive statement of the settlement terms, refer to the Settlement Agreement at www.ldclassaction.com and choose Select Case Keyword "Cedar Grove" from the right-hand menu. 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.

**CEDAR GROVE COMPOSTING FACILITY, INC. EVERETT
SETTLEMENT CLAIM FORM**

GENERAL INSTRUCTIONS

1. THIS CLAIM FORM MUST BE POSTMARKED BY OCTOBER 29, 2018 AND MUST BE FULLY COMPLETED, BE SIGNED UNDER OATH AND MEET ALL REQUIREMENTS OF THE SETTLEMENT AGREEMENT.

2. To receive compensation from the settlement you must complete and return this Claim Form along with the requested documentation to: Liddle & Dubin, P.C., 975 E. Jefferson Ave., Detroit, MI 48207.

3. It is important that you completely read the Notice of Pendency of Class Action and Proposed Settlement (the "Notice") that accompanies this Claim Form. The Notice contains 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 Notice, including the terms of the releases described therein and provided for herein.

4. IF YOU ARE NOT A CLASS MEMBER OR IF YOU, OR SOMEONE ACTING ON YOUR BEHALF, FILED A REQUEST FOR EXCLUSION FROM THE CLASS, DO NOT SUBMIT A CLAIM FORM. YOU MAY NOT, DIRECTLY OR INDIRECTLY, PARTICIPATE IN THE SETTLEMENT IF YOU ARE NOT A 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. If you fail to file a timely, properly addressed, and completed Claim Form, your claim may be rejected and you may be precluded from receiving any distribution from the Settlement Amount.

6. You are required to submit genuine and sufficient documentation in response to the requests contained in this Claim Form. If such documents are not in your possession, please obtain and submit copies or equivalent documents to supply the verification being requested. **THE LACK OF DOCUMENTATION MAY RESULT IN REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL DOCUMENTS.** Please keep a copy of all documents that you send to Class Counsel. Any documents you submit with your Claim Form cannot be returned.

Claimant's Identity

_____ Your Full Name (please print)	_____ Your Spouse's Full Name (please print)
_____ Mailing address	_____ Email Address
_____ City, State Zip	() Daytime telephone number

Eligibility

Check all of the following that apply:

1. Sometime during the time period of February 12, 2010 to present, I was an owner/occupant of real property and such property was located within 3 miles of the Cedar Grove composting facility at 3620 36th Pl, Everett, Washington. Yes No

or

2. I submitted a Resident Data Sheet about Cedar Grove Compositing odors to Plaintiffs' Counsel. Yes No

or

3. I made an odor complaint to the Puget Sound Clean Air Agency about Cedar Grove Composting Facility, Inc., and the complaint was not anonymous. Yes No

Claimed Address

1. Is your mailing address the same address for which you are making this claim? Yes No

2. If no, please provide the address of the property related to your claim:

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

Proof of Ownership

- You *must* attach a copy of the deed or other documentation of ownership.

Date you first resided at this address _____

Do you currently reside at this address? Yes No

If you do not currently reside at this address, the date you moved out _____

Claimant's Certification

By submitting this Claim Form and checking the boxes above, I DECLARE UNDER PENALTY OF PERJURY THAT ALL RESPONSES IN THIS CLAIM FORM ARE TRUE AND ACCURATE to the best of my knowledge.

Date: _____

Your signature

Date: _____

Your Spouse's signature

Your fully completed Claim Form must be postmarked no later than October 29, 2018 to Class Counsel at the following address:

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

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR SNOHOMISH COUNTY

ELEANOR BUNDY, MICHAEL DYKES,
CHAR DYKES, KELLY HEFFERNAN,
LEONARD WOLD, LINDA WOLD on
behalf of themselves and all others
similarly situated,

CASE NO. 13-2-02778-8

Plaintiffs,

vs.

CEDAR GROVE COMPOSTING
FACILITY, CEDAR GROVE, INC., a
Delaware Corporation, CEDAR GROVE
COMPOSTING, Inc., and DOES 1-100,

Defendants.

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into this 16th day of July, 2018, by and between Cedar Grove Composting, Inc. ("Cedar Grove"), which operates a commercial composting facility located at 3620 36th Pl, Everett, Washington, on the one hand, and each named plaintiff, Eleanor Bundy, Michael Dykes, Char Dykes, Kelly Heffernan, Leonard Wold, Linda Wold, and each member of the proposed class set forth herein, on the other hand, subject to and conditioned on preliminary and final approval by the Superior Court of the State of Washington in Snohomish County.

WHEREAS:

A. The Definitions appearing in Section 2 and other terms defined in this Settlement Agreement are incorporated by reference in these introductory sections.

B. Cedar Grove owns and operates a commercial composting facility in Everett which utilizes yard waste, pre and post-consumer food waste, and other organic waste to create compost.

C. The Settlement Class is defined as:

Any owner/occupant of residential real property who within the class period either 1) resided within 2 miles of the compost facility located at 3620 36th Pl, Everett, Washington, or 2) filed with Class Counsel a completed resident Data Sheet, or 3) filed a non-anonymous complaint with the PSCAA in which they allege that Cedar Grove was the source of odor at their residence.

Each of these categories is limited to persons satisfying any of the above definitions at any point in time between February 12, 2010 and the Effective Date. Excluded from the Class are the Court and the Court's Staff, and Counsel for any of the Parties. Also excluded from the Class are any individuals who: (1) settled claims in any other action relating to or arising out of allegations of odors emitted from Cedar Grove's compost facilities; or (2) have individual claims pending as of the Effective Date in any other action relating to or arising out of allegations of odors emitted from Cedar Grove's compost facilities, including, but not limited to, *Davis, et al v Cedar Grove Composting, Inc.*, Case No. 13-2-03987-5.

D. The First Amended Complaint alleges that the Class Members have suffered damages as a result of Cedar Grove's operations.

E. The Class Members have filed the Class Action against Cedar Grove.

F. Cedar Grove vigorously denies all allegations of wrongdoing or liability made in the Litigation. Cedar Grove considers it desirable, however, to enter into this Settlement

Agreement without in any way acknowledging any fault or liability, and solely for the purpose of terminating this Litigation in order to avoid the cost, expense, inconvenience, uncertainty, distraction, time, and effort required to continue to defend such complex, burdensome, and protracted litigation, and to permit the continued operation of its affairs unfettered by the tangible and intangible expense of the Litigation and the distraction and diversions of itself and of its key personnel.

G. This Settlement Agreement and all related documents are not and shall not be construed as an admission or concession by Cedar Grove of any fault or liability or wrongdoing, or of any deficiencies, faults, errors, or omissions of any nature whatsoever of or by Cedar Grove.

H. Class Counsel are familiar with the claims being settled and the defenses asserted. Class Counsel have conducted a thorough investigation relating to the claims and underlying events and transactions alleged in the First Amended Complaint. They have also consulted two expert witnesses and have received and reviewed their reports.

I. Class Counsel believe that the Litigation has substantial merit. However, Class Counsel recognize and acknowledge that the expense and length of continued proceedings necessary to prosecute the Litigation against Cedar Grove through trial and appeals may be a costly undertaking. Class Counsel also have taken into account the risk of further litigation, especially in a complex suit such as this action, as well as the difficulties and delays inherent in such litigation. Class Counsel have also taken into account, among other things, the strengths and uncertainties of the claims asserted in the Litigation and the substantial benefits to be conferred on the Class by the settlement set forth in this Settlement Agreement. Class Counsel,

therefore, have determined that the settlement set forth in this Settlement Agreement is in the best interests of the Class.

J. Counsel for the Parties have engaged in intensive arm's-length negotiations through a neutral third party mediator concerning the settlement of Plaintiffs' Claims against Cedar Grove.

K. This Settlement Agreement and related documents are not and shall not be construed as an admission or a concession by the Plaintiffs with regard to the merits of their Claims whatsoever.

L. It is the intention of the Parties that the proposed settlement described herein completely resolves all Claims of Plaintiffs that were alleged in the Litigation, specifically Claims concerning property damage allegedly incurred as a result of Cedar Grove's odorous emissions. This includes Claims against Cedar Grove related in any way to the alleged interference with the use and enjoyment of Class Members' homes, property, and neighborhood.

M. Cedar Grove has agreed to settle the Litigation as part of a complete settlement and a release of all Claims arising out of the allegations in the present case that have been asserted by the Plaintiffs.

NOW THEREFORE, intending to be legally bound hereby, and in consideration of the promises, mutual covenants, and conditions contained herein, IT IS STIPULATED, CONSENTED TO, AND AGREED as follows, by and among the Parties, through the undersigned attorneys on behalf of their respective clients and the Class, for purposes of the settlement only and subject to the approval of the Court pursuant to Washington Superior Civil Court Rule 23:

1. Purpose of this Settlement. The purpose of this settlement is to resolve forever all Claims in the Litigation between the Class and Cedar Grove, including all Claims asserted by the Class against Cedar Grove or that could have been asserted by the Class against Cedar Grove. The Litigation filed by Plaintiffs is hereby finally and fully settled, compromised, and will be dismissed on the merits, with prejudice and without costs, subject to the approval of the Court, in the manner and upon the terms and conditions stated in this Settlement Agreement.

2. Definitions. As used herein, the following terms shall have the meanings stated in this paragraph:

a. "Administration of Settlement" means mailing of class notice, processing class notices returned for updated addresses, receiving and processing Class Member claim forms and required documentation, calculating and verifying amounts of Class Member payments, and overseeing the distribution of payments and awards from the Settlement Trust Fund.

b. "Claim" means any past, present, or future claim, action, count, cross-claim, counterclaim, right, obligation, demand, request, suit, lawsuit, inquiry, subpoena, administrative proceeding, arbitration, mediation, cause of action, order, and any other assertion of liability of any kind, whether legal or equitable, and whether currently known or unknown, fixed or contingent, matured or unmatured, liquidated or unliquidated, direct or consequential, or foreseen or unforeseen.

c. The "Settlement Class" and the "Class Members" shall mean and include all persons within the categories enumerated in Paragraph C, above, at any point during the time period of February 12, 2010 through and including the Effective Date.

d. The "Class Action" shall mean a certain lawsuit captioned *Bundy, et al., v. Cedar Grove Composting Facility, et al.*, filed in the Superior Court of the State of Washington in and for Snohomish County, that was assigned Case Number 13-2-02778-8, including without limitation all allegations contained in (i) the Class Action Complaint filed on or about February 12, 2013, (ii) Plaintiffs Amended Complaint filed on April 9, 2013.

e. "Class Counsel" shall mean Steven Liddle, Esq., David R. Dubin, Esq., Nicholas A. Coulson, Esq., Beth E. Terrell, Esq., Adrienne McEntee, Esq., and all law firms in which any of them were a partner, shareholder, associate, counsel, or otherwise associated during the term of their representation of any of the Plaintiffs.

f. The "Class Period" shall mean the period of time between February 12, 2010 and the Effective Date.

g. "Cooling Off Period" means that for a period of 42 full months after the termination of the Class Period, no Class Member can bring a lawsuit asserting or alleging claims for odor, dust or other alleged emissions from the Facility. The Cooling Off Period shall not prevent claims from accruing during this time, but shall serve only as a bar to the initiation of litigation prior to its expiration.

g. The "Court" shall mean the Superior Court of the State of Washington, County of Snohomish.

h. The "Defendant" or "Cedar Grove" shall mean Cedar Grove Composting, Inc., and any affiliate, subsidiary, or related entity, as well as any owner, employee, agent, attorney, or representative thereof and Does 1-100 named as the defendants in this Litigation.

i. "Effective Date" means the date on which this settlement becomes binding as to all Parties, which shall be the date on which the Final Judgment and Order approving the settlement becomes Final.

j. "Facility" means the buildings, tanks, equipment, machinery, transport vehicles, piping, parking and storage lots, real estate, and all improvements and infrastructure, whether above-ground or below-ground, temporary or fixed, comprising any portion of the Cedar Grove property located at 3620 36th Pl., Everett, Washington.

k. "Final" means the later of the following dates: (1) the date of expiration of the time for filing or noticing of any appeal from the Final Judgment and Order, that is, 30 days after the entry of the Final Judgment and Order computed in accordance with Rule 5.2(a) of the Washington Rules of Appellate Procedure; or (2) the date of final affirmance of any appeal, the date of expiration of the time for filing petitions for review and, if review is granted, the date of final affirmance pursuant to that grant; or (3) the final dismissal of any appeal or proceeding on review.

l. The "Final Judgment and Order" means an order and judgment of the Court substantially in the form attached as Exhibit "2 B," concerning among other things the final approval of the settlement as fair, reasonable and adequate, and dismissal of the Litigation with prejudice.

m. The "Litigation" shall mean the Class Action.

n. The "Named Class Representatives" shall mean and include the named plaintiffs in this Litigation: Eleanor Bundy, Michael Dykes, Char Dykes, Kelly Heffernan, Leonard Wold and Linda Wold, "Named Class Representatives" and "Named Plaintiffs" have the same meaning.

o. The "Notice" shall mean the Notice of Pendency of Class Action, Conditional Class Determination, and Proposed Settlement of Class Action and Settlement Hearing (Exhibit 2 A).

p. "Order on Notice/Preliminary Approval" means an order of the Court, substantially in the form attached as Exhibit "2 C" concerning among other things the certification of the Settlement Class, the notice program to the Class, the preliminary approval of the settlement, and the terms and process for the submission of claim forms and the establishment of the Settlement Trust Fund.

q. The "Parties" shall mean all Plaintiffs and Cedar Grove.

r. The "Plaintiffs" shall mean and include each and all Class Members and Named Class Representatives.

s. The "Preliminary Approval Date" shall mean the date upon which the Court enters the Order on Notice/Preliminary Approval.

t. "Resident Data Sheet" and/or "Data Sheet" means a written questionnaire distributed by Class Counsel, completed by persons residing in the Snohomish County area and returned to Class Counsel prior to entry of the Final Judgment and Order.

u. "Settlement Agreement" means this Settlement Agreement made and entered by the Parties in the Litigation and all exhibits attached to it.

v. "Settlement Trust Fund" means that payment made by Cedar Grove to Class Counsel in accord with Section 4(a) of this Settlement Agreement plus any accrued interest

w. "Settlement Hearing" or "Settlement Fairness Hearing" means a hearing pursuant to Washington Superior Civil Court Rule 23 scheduled to determine, among other things, whether the settlement of the Litigation is fair, reasonable and adequate, and to consider

Class Counsel's application for an award of attorneys' fees and reimbursement of expenses for prosecuting the Litigation.

x. The "Total Settlement Value" means the class benefits described herein, which consists of payment of \$787,500 in cash to the Settlement Trust Fund and additional Cedar Grove improvement measures in the amount of \$1,450,000.

3. Submission of Settlement to the Court.

a. As soon as practicable following the execution of this Settlement Agreement, Plaintiffs shall move the Court for entry of the Order on Notice/Preliminary Approval (Exhibit 2 C).

b. If the Court preliminarily approves this settlement and conditionally certifies a Class for settlement purposes only pursuant to Washington Civil Rule 23, Notice shall be given to the Class in a form and manner jointly approved by the Parties, in accordance with the Notice specifications approved by the Court in its Order on Notice/Preliminary Approvals. Within 3 days of receiving opt-outs or objections to the Settlement, Class Counsel shall provide copies of such opt-outs and/or objections to Cedar Grove. Class Counsel shall provide a final report of opt-outs to Cedar Grove 75 days after Notice is mailed.

c. The Parties shall jointly request that the Court enter a Final Judgment and Order, substantially in the form attached as Exhibit "2 B."

d. The Settlement Fairness Hearing shall be held to decide whether the settlement embodied in this Settlement Agreement shall be finally approved as fair, reasonable, and adequate and whether the terms and conditions shall be approved. Plaintiffs shall apply to the Court for approval of the settlement and shall file such papers with the Court as their counsel

or the Court determines to be necessary. At or before the Settlement Fairness Hearing, proof of mailing of the Notice, as well as a report on any opt outs, shall be filed by Class Counsel.

e. Class Counsel may apply to the Court for an award of attorneys' fees of \$330,000.00 and reimbursement of costs and expenses, currently \$53,761.12. Any such award and reimbursement shall be paid exclusively from the Settlement Trust Fund. In no event shall Cedar Grove be required to pay any additional or separate amounts for Class Counsel Attorneys' Fees and Costs or for the fees or costs of any attorney separately retained by any Class Member, objector or opt out.

f. All matters relating to the Administration of Settlement, including but not limited to payment to Class Counsel of their fees, costs and expenses, plus interest and disbursement to the Class of the Settlement Trust Fund, shall proceed in accord with this Settlement Agreement, as approved by orders of the Court.

g. If the Court does not enter the judgments and orders provided for above, or if the Court enters such judgments and orders and appellate review of any of the judgments or orders is sought, and on such review, any such judgment or order is modified, then Cedar Grove or Class Counsel, on behalf of the Class and Named Plaintiffs, may within 10 days of the date of the mailing of such ruling to the Parties, provide written notice of intent to withdraw from the settlement. A Court order approving an award of attorneys' fees and costs less than the amount sought by Class Counsel shall not operate to terminate, cancel, provide a basis for withdrawal or affect the finality or effect of this Settlement Agreement.

h. In addition, if more than 5% of Class Members opt out of the settlement, Cedar Grove at its sole discretion may elect to withdraw from the settlement by providing

written notice to Class Counsel within 10 days of receiving the final opt-out report from Class Counsel.

i. If the settlement does not occur for any reason, including by written notice of withdrawal, this Settlement Agreement shall be of no force and effect and shall be void, the Parties shall return to litigation in their pre-settlement positions as if no Settlement Agreement had been executed and as if no conditional settlement class had been certified, and all amounts remaining in the Settlement Trust Fund at the time the Settlement becomes void, including any interest accrued, shall be repaid to Cedar Grove within 5 days. Preliminary approval of a Settlement Class shall not be a concession that certification of a litigation class is proper, and will not preclude Cedar Grove from challenging class certification.

j. Neither the Settlement nor this Settlement Agreement shall constitute or be an admission for any purpose by Cedar Grove or any other person, or be deemed evidence of any violation of any statutes, regulation, permit condition, or law, or an admission of any wrongdoing or liability by Cedar Grove.

4. Settlement Trust Fund.

a. Cedar Grove shall, within 7 business days of the Final Judgment and Order, pay to Liddle & Dubin, P.C., in trust, the sum of \$787,500.00 by check in settlement of all Claims by Class Members against Cedar Grove. This payment to establish the Settlement Trust Fund, in combination with the agreement to provide Improvement Measures discussed in Paragraph 5, constitutes Cedar Grove's full and complete monetary consideration for settlement of all of the Class Members' Claims including without limitation Claims for damages, attorneys' fees, litigation costs and Administration of Settlement expense, and class representative incentive awards.

b. Class counsel shall seek reimbursement from the Settlement Trust Fund of attorneys' fees of \$330,000.00 and out-of-pocket costs as approved by the Court. Currently, costs sought equal \$ 53,761.12.

c. Subject to the Court's approval, a one-time lump sum payment of \$1,500.00 shall be paid to each of the Named Class Representatives from the Settlement Trust Fund for their efforts on behalf of the class, in addition to their Class Member payments.

d. All class members who timely submit a valid claim (Attached as Exhibit 2 D) form shall receive a pro-rata share of the Settlement Trust Fund after deduction for attorneys' fees, costs and class representative incentive awards.

e. To be timely, all Settlement claim forms must be postmarked or received by Class Counsel within 75 days of the date that notice is mailed to the Class. Claim forms will be approved by Class Counsel if and only if the claimant complies with the requirements set forth in the notice and claim form, including the provision of all required documentation of identity and property interest. Where multiple approved claims are submitted for the same residential property unit, the pro rata share for that property will be divided between the claimants. Claim forms that do not meet the requirements set forth in this Agreement, the notice, and/or claim form instructions shall be rejected. Where a good faith basis exists, Class Counsel may reject a Class Member's claim form for, among other reasons, the following:

- i. The Class Member fails to provide adequate support of their claim pursuant to a request of Class Counsel;
- ii. Failure to fully complete and/or sign the claim form;
- iii. Illegible claim form;
- iv. Fraudulent claim form;

- v. Claim form duplicative of another claim form;
- vi. The person submitting the claim form is not a Class Member, or is requesting that funds be paid to a person or entity that is not the Class Member for whom the claim form is submitted;
- vii. Failure to timely submit a claim form; and/or
- viii. The claim form otherwise does not meet the requirements of this agreement.

Class Counsel may, but is not required to, request additional information where a claim is deficient, and may accept supporting or correcting documentation beyond the deadline for submitting claims.

f. All opt-outs and objections must be in writing, signed and state the address of the person submitting such opt out or objection and postmarked no more than 75 days after the date that notice is mailed to the Class.

g. No payment from the Settlement Trust Fund shall be made until the Effective Date.

h. If the settlement as agreed in this Settlement Agreement is not approved by the Court, or if approval of the settlement is reversed on appeal, or if the settlement fails to become effective for any other reason, then the Settlement Trust Fund, including all accrued interest or earnings, shall be returned within five (5) business days to Cedar Grove.

i. In the event that any portion of the Settlement Trust Fund has not been disbursed as provided for in this Settlement Agreement after a period of 180 calendar days has elapsed from the date on which the disbursement checks were issued pursuant to the Administration of Settlement process, then 50% of such residual funds shall be disbursed to the

Legal Foundation of Washington in accord with Washington Civil Rule 23(f), and the other 50% of such residual funds shall be disbursed within 30 days thereafter to Cedar Grove for its use in making improvement measures in addition to those required by this Agreement.

j. Class Counsel shall conduct all required and necessary work for Administration of the Settlement and all costs for the Administration of Settlement shall be paid by Class Counsel and are reimbursable from the Settlement Trust Fund contingent on Court approval. It is specifically agreed that in addition to the payment identified in paragraph 5(A) of this Agreement that Cedar Grove shall reimburse Class Counsel for 50% of the actual costs of Notice within 30 days of receiving documentation of such costs. Such costs include postage and supplies but do not include the time spent by Class Counsel in preparing and mailing Notice. Plaintiffs and Class Counsel are released from any liability in connection with the Administration of Settlement, and the procedures therefor, except for any proven willful misconduct. Cedar Grove's counsel shall have the right to inspect all claim forms upon reasonable notice to Class Counsel.

5. Improvement Measures. During the period between January 1, 2016 and January 1, 2019, Cedar Grove shall expend \$1,450,000 on improvement measures to the Facility designed to reduce the potential for odor emissions and improve the Facility's overall environmental performance. Specifically, Cedar Grove agrees to perform the following, subject to regulatory approval:

- Purchase a number of new GORE covers annually and always use the newest covers on Phase I material. This allows peak performance of the GORE System, which is the worldwide leader in odor reduction at composting facilities.
- Upgrade GORE System hardware and software to take advantage of the latest technological improvements. Updates to the operating system and components will allow Cedar Grove to more accurately monitor the active composting operation to ensure proper temperatures are reached thus mitigating odor.

- Cedar Grove shall seek all necessary regulatory approvals for the improvement measures identified above.
- Cedar Grove shall provide written confirmation to Class Counsel that it has made these improvements within a reasonable period after dismissal of this litigation.

6. Release. As of the Effective Date, each Class Member and each Named Plaintiff, individually and as a settlement Class, on behalf of themselves and their heirs, executors, spouses, administrators, beneficiaries, predecessors, successors, assigns, and each of them, and any of their former and present employees, directors, officers, accountants, agents, attorneys, representatives, affiliates, and subsidiaries, hereby forever and fully release and discharge Cedar Grove and any of its former and present employees, directors, officers, accountants, agents, attorneys, insurers, investment bankers, representatives, affiliates, subsidiaries, franchises, and each of their heirs, executors, administrators, beneficiaries, predecessors, successors, assigns, and each of them of and from any manner of civil or administrative action, causes of actions, suits, obligations, Claims, debts, demands, agreements, promises, liabilities, controversies, costs, expenses, and attorneys' fees whatsoever, whether in law or in equity and whether based on any federal law, state law, common law or foreign law right of action or otherwise, foreseen or unforeseen, matured or unmatured, known or unknown, accrued or not accrued which the Class Members and Named Class Representatives or any of them, ever had, now have, or can have, or shall or may hereafter have, or, based on, by reason of, arising from or in any way relating to the claims alleged in the Class Action, including Cedar Grove's composting operations described therein. Any claims based on, relating to, or arising from odors or emissions occurring after the Effective Date shall be subject to the Cooling Off Period defined in Paragraph 2. The Class Members agree to indemnify and hold harmless Cedar Grove from any and all Claims, liens, subrogation interests, and/or reimbursement obligations relating to Medicare benefits paid to

themselves, and in order to claim under the settlement will covenant that they have not received Medicare benefits related to any claim they may possess against Cedar Grove.

7. Covenant Not To Sue. The Named Class Representatives and Class Members, and each of them, on their own behalf and on behalf of each of their respective successors and assigns, covenant and agree not to sue or bring or assert any action, Claim, or cause of action, in any jurisdiction, against Cedar Grove asserting any claim released by this Settlement Agreement.

8. Plaintiffs expressly acknowledge that the odor attributed to Cedar Grove is an existing material fact as used in the seller disclosure statement described in RCW 64.06.020.

9. Opt-Outs. This Settlement Agreement is expressly contingent upon no more than 5 percent of Class Members opting out of the settlement and/or seeking to be excluded pursuant to Rule 23 of the Washington Superior Civil Court Rules. Should more than 5 percent of Class Members in total file requests to be excluded from the Class pursuant to Rule 23 of the Washington Superior Civil Court Rules, Cedar Grove may withdraw from this Settlement Agreement and have no further obligations under this Settlement Agreement whatsoever. In the event that Cedar Grove withdraws from this Settlement Agreement as provided in this paragraph the Parties shall return to litigation as if no conditional settlement had ever existed.

10. Remedies Upon Breach. Upon the material breach by any Party of any provision of this Settlement Agreement, any Party may seek to enforce this Settlement Agreement and may seek injunctive relief.

11. Miscellaneous Provisions.

a. Neither the parties nor their counsel shall make any public proclamations, including but not limited to advertisements, regarding the Settlement Agreement, beyond what is necessary to effectuate the Settlement Agreement. Anything in this agreement to the contrary

notwithstanding, Class Counsel shall fully retain the right to respond to Class Member inquiries and provide Class Members information about their rights under the Settlement Agreement

b. All exhibits attached to the Settlement Agreement are completely incorporated.

c. Waiver by any Party of any breach of this Settlement Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

d. This Settlement Agreement constitutes the entire agreement among the Parties, and no representations, warranties, or inducements other than those set forth herein have been made to any Party concerning this Settlement Agreement. If finally approved by the Court, this Settlement Agreement supersedes any prior agreement or understanding among the Parties. No representations, warranties, inducements, promises, or agreements oral or otherwise not embodied or incorporated in this Settlement Agreement have been made concerning or in connection with this Settlement Agreement, or the attached exhibits. Any and all prior discussions, negotiations, agreements, commitments, and understandings relating to this Settlement Agreement are superseded hereby and merged into this Settlement Agreement.

e. The terms or provisions of this Settlement Agreement may not be changed, waived, modified, or varied in any manner whatsoever unless in writing duly signed by all Parties; any such modification shall be with the consent of the Court without further notice to the Class unless the Court requires such additional notice. Any failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Settlement Agreement shall not be deemed a waiver of any of its provisions, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance

of any and all of the provisions of this Settlement Agreement to be performed by such other Party.

f. Each of the counsel signing this Settlement Agreement on behalf of the Parties represents that he or she has authority from his or her client or clients to execute this Settlement Agreement on their behalf.

g. This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one in the same document, provided that counsel for the Parties to this Settlement Agreement shall exchange among themselves original signed counterparts.

h. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties, once it is approved by the Court and all other conditions have been met.

i. Notices of breach or termination required by this Settlement Agreement shall be submitted either by first class mail, overnight delivery, or in person to each Party signing this Settlement Agreement:

Cedar Grove Composting Facility
c/o Patterson Buchanan Fobes & Leitch, Inc.
2112 Third Avenue #500
Seattle, WA 98121
Attn: Michael A. Patterson

Steven D. Liddle
Liddle & Dubin, P.C.
975 E. Jefferson Avenue
Detroit, MI 48207

j. All terms of this Settlement Agreement shall be governed by and interpreted in accord with the law of the State of Washington without reference to conflict of laws. This Settlement Agreement shall be enforced solely in the Court. Cedar Grove and Plaintiffs waive any objection which each such Party may have or hereafter have to the venue of any such suit, action, or proceeding and irrevocably consents to the jurisdiction of the Court in

any such suit, action, or proceeding and agrees to accept and acknowledge service of any and all process which may be served in any such suit, action, or proceeding.

k. Without affecting the finality of the Final Judgment and Order to be entered upon this Settlement, the Court shall retain such continuing jurisdiction as is necessary and appropriate to enforce the settlement, and to administer the performance of the settlement in accord with its terms, including allowing or disallowing applications for attorneys' fees and other payments, determining and supervising distribution procedures related to the Settlement Trust Fund, identifying Class Members and their respective interests, if any, in the Settlement Trust Fund, sending notices to Class Members, reviewing disputes regarding claims submitted, and distributing the Settlement Trust Fund.

l. Because of the arm's-length negotiations described above, all Parties hereto have contributed substantially and materially to the preparation of this Settlement Agreement.

m. All personal pronouns used in this Settlement Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders, and the singular shall include the plural and vice-versa.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of the day and year first written above.

THE CLASS:

By: Eleanor Bundy
Eleanor Bundy, PLAINTIFF

By: _____

k. Without affecting the finality of the Final Judgment and Order to be entered upon this Settlement, the Court shall retain such continuing jurisdiction as is necessary and appropriate to enforce the settlement, and to administer the performance of the settlement in accord with its terms, including allowing or disallowing applications for attorneys' fees and other payments, determining and supervising distribution procedures related to the Settlement Trust Fund, identifying Class Members and their respective interests, if any, in the Settlement Trust Fund, sending notices to Class Members, reviewing disputes regarding claims submitted, and distributing the Settlement Trust Fund.

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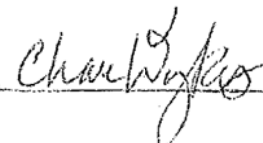
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IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of the day and year first written above.

THE CLASS:

By: _____
Eleanor Bundy, PLAINTIFF

By:  _____
Michael Dykes, PLAINTIFF

By:  _____

Michael Dykes, PLAINTIFF

By: _____
Char Dykes, PLAINTIFF

By: *Kelly D* 06-17-18

Kelly Heffernan, PLAINTIFF

By: _____
Leonard Wold, PLAINTIFF

By: _____
Linda Wold, PLAINTIFF

By: _____
STEVEN D. LIDDLE, ESQ.

By: _____
ADRIENNE McENTEE, ESQ.

CEDAR GROVE COMPOSTING FACILITY:

By: _____

By: _____
MICHAEL A. PATTERSON, ESQ.

Michael Dykes, PLAINTIFF

By: _____
Char Dykes, PLAINTIFF

By: _____
Kelly Heffernan, PLAINTIFF

By:  _____
Leonard Wold, PLAINTIFF

By:  _____
Linda Wold, PLAINTIFF

By: _____
STEVEN D. LIDDLE, ESQ.

By: _____
ADRIENNE McENTEE, ESQ.

CEDAR GROVE COMPOSTING FACILITY:

By: _____

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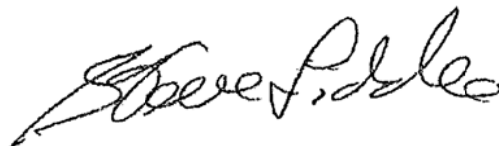
Michael Dykes, PLAINTIFF

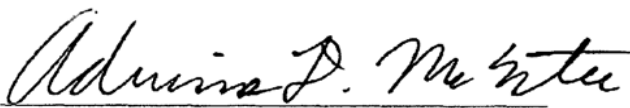
By: _____
Char Dykes, PLAINTIFF

By: _____
Kelly Heffernan, PLAINTIFF

By: _____
Leonard Wold, PLAINTIFF

By: _____
Linda Wold, PLAINTIFF

By: 
STEVEN D. LIDDLE, ESQ.

By: 
ADRIENNE McENTEE, ESQ.

CEDAR GROVE COMPOSTING FACILITY:

By: _____

By: 
MICHAEL A. PATTERSON, ESQ.