

Exhibit 1
Settlement Agreement

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into this 26th day of September 2023, by and between the All American Asphalt a California corporation (“AAA”), on the one hand, and Elmira Rad, an individual (“Plaintiff”) and each member of the proposed class as defined below, on the other hand, subject to and conditioned on preliminary and final approval by the Superior Court of the State of California, County of Orange.

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. AAA owns and operates a hot mix asphalt batch and rubber crumb plant located at 10671 Jeffery Road in Irvine, California (the “Facility”).

C. Plaintiff alleges that she and the Class Members have suffered damages because of the Facility’s operations.

D. Plaintiff, on behalf of herself and the putative Class Members, filed this Class-Action against AAA. Since the time of filing over two years ago, the Parties have exchanged and answered class certification discovery, including the production and analysis of relevant documents, and the Parties have engaged in motion practice, including a demurrer and motion to lift a stay on the litigation. Class Counsel and Plaintiff also made a comprehensive and thorough investigation of the claims and allegations asserted in the Litigation, the facts and circumstances relevant thereto and with regard to the Defendant’s contentions and affirmative defenses in the Litigation and conducted legal research concerning the viability of Plaintiff’s claims.

E. AAA denies all allegations of wrongdoing or liability made in the Litigation.

AAA 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 to avoid the cost, expense, inconvenience, uncertainty, distraction, time, and effort required to continue to defend such litigation.

F. This Settlement Agreement and all related documents are not and shall not be construed as an admission or concession by AAA of any fault or liability or wrongdoing, or of any deficiencies, faults, errors or omissions of any nature whatsoever of or by AAA, and shall not be offered as evidence of any such liability or wrongdoing in this or any other or future proceeding. Moreover, this Settlement Agreement and all related documents are not and shall not be construed to be an admission or concession by any AAA Releasee of acquiescence to class certification in any case other than this case's settlement class for settlement purposes only.

G. 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 Complaint. Based upon their investigation, and evaluation of the facts and law relating to the matters alleged in the Litigation, Plaintiff, Class Counsel and the Class have agreed to settle the Litigation, pursuant to the terms of this Agreement, after considering such factors as: (i) the substantial benefits to Plaintiff and the Class under the terms of this Settlement Agreement; (ii) the uncertainty of being able to prove the allegations in the Action; (iii) the uncertainty of being able to overcome Defendant's defenses thereto, including, but not limited to, defenses based on: lack of damages; full use and enjoyment of the neighborhood; failure to meet class certification standards; causation; waiver; the alleged conduct being in compliance with applicable state environmental laws; and

Defendant acting in good faith; (iv) the attendant risks of litigation, especially in complex actions such as this, as well as the difficulties and delays inherent in such litigation; (v) the difficulty of certifying a class; and (vi) the desirability of consummating this Settlement Agreement promptly, in order to provide effective relief to Plaintiff and the Class without delay. 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 AAA through trial and appeals may be a costly, time-consuming undertaking. Class Counsel also have considered the uncertain outcome of any future class certification motion and 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, and whether the terms and conditions of this Agreement are fair, reasonable and adequate. Class Counsel, therefore, have determined that the settlement set forth in this Settlement Agreement is in the best interests of the Class.

H. The Parties have engaged in intensive, arms-length negotiations concerning the settlement of Plaintiff's claims against AAA. The settlement negotiations have included a full day mediation session on February 28, 2023, with well-respected and highly experienced neutral, Hon. Tim McCoy (Ret.), who specializes in the mediation and resolution of complex environmental litigation, including at least one class action concerning alleged nuisance odors from an asphalt manufacturing facility. Class Counsel has previously represented plaintiffs in multiple odor class actions and are experienced environmental counsel. Counsel for AAA has extensive experience handling class action and environmental litigation. As a result of these

negotiations, the Parties have now agreed to terms upon which the Litigation will be settled.

I. Plaintiff, individually and on behalf of the Class Members, voluntarily and with full knowledge of their rights in the provisions of this Settlement Agreement and having the benefit and advice of Class Counsel, now desires to settle, compromise, and dispose of the Action and all claims and causes of action the Plaintiff and the Class Members have or might have against Defendant arising from its operation of the Facility, and to dismiss the Action with prejudice and to settle with and release Defendant upon the terms and conditions set forth below.

J. This Settlement Agreement and related documents are not and shall not be construed as an admission or a concession by the Plaintiff regarding the merits of her claims whatsoever.

K. It is the intention of the Parties that the proposed settlement described in this Settlement Agreement completely resolves, releases, and forever discharges all Released Claims, as defined in Section 2(aa) below.

L. AAA has agreed to settle the Litigation as part of a complete settlement and a release of all Released Claims, as defined in Section 2(aa) below.

M. Separately, AAA has agreed to settle a lawsuit filed by the City of Irvine, which is pending before the Orange County Superior Court, Case No. 30-2020-01153015-CU-NC-CJC (“City of Irvine Suit”). The City of Irvine Suit alleged public nuisance against AAA relating to alleged discharges of odor and air contaminant emissions and sought an injunction, abatement, equitable relief, and civil penalties. As part of the Settlement of the City of Irvine Suit, the City agreed to purchase the Facility from AAA. The Purchase and Sale Agreement related to that transaction will require, subject to certain conditions, AAA to cease asphalt

production operations at the Facility by November 15, 2023 and relocate, meaning that any alleged emissions from the AAA Facility are expected to cease before the end of 2023. Other than this Action and the City of Irvine Suit, there is no other pending litigation against AAA relating to alleged noxious odor emissions.

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 and representatives on behalf of their respective clients and the Settlement Class, for purposes of the settlement only and subject to the approval of the Court:

1. Settlement

The Litigation and all Released Claims for which a release is being given pursuant to Section 7 shall be finally and fully settled, compromised, and dismissed on the merits, with prejudice and without costs (except as set forth herein), subject to the approval of the Court, in the manner and upon the terms and conditions stated in this Settlement Agreement (the “Settlement”). Neither the Settlement nor this Settlement Agreement shall constitute or be an admission for any purpose by AAA or any other person or be deemed evidence of any violation of any statute, regulation, permit condition, or law, or an admission of any wrongdoing or liability by AAA. Moreover, neither this Settlement nor this Settlement Agreement shall constitute or be an admission for any purpose by AAA or any other person of acquiescence to class certification in any case other than this Litigation’s settlement class for settlement purposes only.

2. Definitions

As used herein, the following terms shall have the meanings stated in this Section:

- a. “AAA Facility” and “Facility” shall mean the AAA hot mix asphalt batch and rubber crumb plant located at 10671 Jeffery Road in Irvine, California.
- b. “AAA Releasees” and “Released Parties” shall mean and include All American Asphalt and its direct and indirect parents, subsidiaries, and affiliated corporations/companies and other business entities; and all of their respective former and present employees, contractors, officers, directors, shareholders, members, partners, insurers, accountants, agents, insurers, attorneys, representatives, and each of their heirs, executors, administrators, beneficiaries, predecessors, successors, assigns, and each of them.
- c. “Administration of Settlement” or “Settlement Administration” means provision of the required Notice, receiving, assisting, and maintaining claims and proofs of claims, calculating and verifying claims, and overseeing the distribution of the Settlement Fund.
- d. “Claim Form” shall mean the claim form which Class Members may complete, which is described below in Section 6 and is substantially similar in form to Exhibit E to this Agreement.
- e. “Claim Period” shall mean the end of the period within which Class Members can submit a Claim Form pursuant to Section 6 below, which is sixty (60) days from the date Class Notice is mailed.
- f. “Class,” “Settlement Class,” and “Class Members” shall mean and include all

owner/occupants, tenants, renters or lessees of residential property within the Class Area during the time period of March 9, 2018, through the end of the Class Period who do not affirmatively opt out of the Settlement.

- g. “Class Action” shall mean the entire lawsuit captioned *Elmira Rad, on behalf of herself and all others similarly situated, (Plaintiff) v. All American Asphalt and Does 1-100., (Defendants)* filed in the Superior Court of the State of California, County of Orange, CASE NO. 30-2021-01188072-CU-MC-CXC.
- h. “Class Area” shall mean and include the area within a two (2.0) mile radius of the AAA Facility. A map of the Class Area is incorporated herein as Exhibit A.
- i. “Class Counsel” shall mean Steven Liddle, Esq., Laura L. Sheets, Esq., Matthew Z. Robb, Esq. (each of whom has been admitted *pro hac vice* as counsel for the Plaintiff and the Class for purposes of the Litigation) and Mike Arias, Esq. and Arnold Wang, Esq., and all law firms in which any of them were a partner, shareholder or otherwise associated during the term of their representation of Plaintiff and the Class.
- j. “Class Period” shall mean the period between and including March 9, 2018, and the end of the Claim Period.
- k. “Court” shall mean the Superior Court of the State of California, County of Orange.
- l. “Defendant’s Counsel” shall mean Brad W. Seiling, Esq., Viral Mehta, Esq., and Matthew Williamson, Esq., and Manatt, Phelps & Phillips, LLP.
- m. “Effective Date” shall be the date on which the Final Judgment and

Order approving the settlement, without any modification prejudicial to the rights of any of the Parties to the Agreement, becomes Final, as defined below.

- n. “Escrow Account” means the escrow account established by Class Counsel, acting as escrow agent, at the financial institution of Class Counsel’s selection which shall be, unless otherwise decided, designated the “All American Asphalt Settlement Account,” at the PNC Bank, Buhl Building Branch, Detroit, Michigan 48226. The foregoing account shall serve as a depository for the Settlement Funds, less such amounts as shall be withdrawn therefrom pursuant to this Agreement or Order of the Court only, together with any interest that has accrued thereon. No payments from the Settlement Funds may be made unless Class Counsel endorses the payment check(s), unless otherwise agreed. Any interest accrued on the Settlement Funds shall be part of the Settlement Funds for the benefit of the Class.
- o. “Final” means the later of the following dates:
 - i. the date of expiration of the time for filing or noticing any appeal from the Final Judgment and Order, as provided in California Rules of Court 8.104 and 8.108; or
 - ii. if appealed, the Final Judgment and Order has been affirmed on appeal and is not subject to further appeal.
- p. “Final Judgment and Order” means an order and judgment of the Court substantially in the form attached as Exhibit B (or a modified version of

that exhibit acceptable to all Parties) concerning, among other things, the certification of the Class for settlement purposes only, the notice program to the Class, the approval of the settlement, and the terms and process for the submission of proofs of claim and the disbursement of the Settlement Fund.

- q. “Household” shall mean all persons who simultaneously occupy, or occupied, a single residential dwelling unit (including a single-family home, condominium or apartment unit) of any kind located within the Class Area and includes all persons who simultaneously lived, resided, or otherwise occupied that specific parcel or, as applicable, residential unit of property at any point during the Class Period. Predecessor or successive Households within the Class Area that occupied the same residential dwelling unit during a different time within the Class Period shall be considered separate Households under Section 5(e) and Section 6 below and shall be entitled to make a claim for a full share of any approved Settlement Payment, subject to the claim procedures outlined in Section 6.
- r. “Named Class Representative” and “Plaintiff” shall both mean Plaintiff Elmira Rad.
- s. “Notice” and “Class Notice” shall mean the Notice of Proposed Class Action Settlement, substantially in the form as Exhibit C. The Class Notice will be disseminated to Class Members via direct, first-class U.S. Mail to all known residential addresses in the Class Area. The Notice

shall also be posted on Plaintiff's counsel's website ("Settlement Webpage") at www.lscounsel.com/allamericanasphalt and the URL to access this website is prominently provided on the Class Notice. Additionally, a direct toll-free phone number will be provided through the Class Notice, where Class Members can directly contact Class Counsel with any questions. A summary form of the Notice similar to Exhibit F shall also be published in a newspaper of general circulation ("Publication Notice"). The URL to access the Settlement Website and the toll-free number shall also be prominently displayed on the Publication Notice.

- t. "Opt-Out" means a Class Member who submits a timely and valid notice of his/her request for exclusion from the Class in substantially the form and within the time set forth in the Class Notice attached as Exhibit C. If any Class Member opts out of the Class, his or her Household will be deemed to have opted out and he or she will receive no payment under this Settlement Agreement. An opt-out submitted by a separate Household relating to the same residential dwelling unit shall not be binding on a Class Member from a different Household that did not simultaneously occupy the same residential dwelling unit.
- u. "Opt-Out Period" means the period ending thirty (60) days after mailing of the Class Notice, unless a different period is ordered by the Court, in which Class Members may exercise their right to opt out of the Class and this Settlement Agreement.

- v. “Order on Notice and Preliminary Approval” means an order of the Court, substantially in the form attached as Exhibit D.
- w. “Parties” shall collectively mean the Plaintiff, all Class Members, and AAA.
- x. “Party” shall individually mean the Plaintiff, all Class Members, or AAA.
- y. “Plaintiff” shall mean the Plaintiff Elmira Rad.
- z. “Preliminary Approval Date” shall mean the date upon which the Court enters the Order on Notice and Preliminary Approval.
- aa. “Qualified Settlement Fund Account” shall mean the Escrow Account to be established by Class Counsel for the receipt of the Settlement Funds under the Internal Revenue Code. *See* 26 C.F.R. 1.468B-1.
- bb. “Released Claims” shall mean all causes of action, suits, claims for damages or other monetary relief and injunctive relief and actions, whether based on any federal law, state law, common law, or foreign law, foreseen or unforeseen, matured or unmatured, accrued or not accrued, which the Named Plaintiff and Settlement Class Members ever had, now have, can have, or shall or may hereafter have, concerning the Facility either individually or as a member of a class against the AAA Releasees for, based upon, by reason of, or arising from the conduct alleged in Plaintiff’s Class Action complaint filed in this Litigation, and any similar claims based on odorous and other airborne emissions from Defendant’s Facility, and any claims for diminution of property value

and/or loss of use or enjoyment of property based thereon which have arisen in the Class Period as defined herein, including causes of action for nuisance and negligence or similar causes of action which seek any relief, including compensatory damage, equitable relief or punitive damages, due to Defendant's alleged interference with use and enjoyment of property, damage to property, annoyance, inconvenience, exposure, and contemporaneous physical reactions to these alleged airborne emissions, except for any claims expressly reserved herein. "Released Claims" expressly include "Unknown Claims." "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 Facility. "Released Claims" are limited to claims that could have been pled based on the facts alleged in the operative complaint. Released Claims do not include any claims for medically diagnosed personal injuries. Released claims also do not include any claims arising from emissions of any kind occurring after the Effective Date. Released Claims also do not apply to any Class Member who moved into the Class Area after the Claims Period but before the Effective Date.

- cc. "Settlement Agreement" means this Settlement Agreement made and entered by the Parties in the Litigation and all exhibits attached to it.
- dd. "Settlement Class Member" means any Class Member who does not opt-out of the settlement and therefore participates in the settlement of

this Litigation, including but not limited to any Class Member that receives any portion of the Settlement Fund.

ee. “Settlement Payment” means the cash payment made by AAA into the Escrow Account in accord with Section 5 of this Settlement Agreement.

ff. “Settlement Hearing” or “Settlement Fairness Hearing” means a hearing 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 attorney’s fees and reimbursement of expenses for prosecuting the Litigation and the plan for distributing the Settlement Fund.

gg. “Total Settlement Value” means the settlement package described herein, which consists of cash payment by AAA in the amount of \$1,250,000.

hh. “Unknown Claims” means any claims that could have been brought in this Action relating to or arising from alleged odor emissions from the Facility, and any claims for diminution of property value and/or loss of use or enjoyment of property based thereon which have arisen in the Class Period as defined herein, even if such claims are unknown or unsuspected to exist by either the Plaintiff or any Class Member.

3. Submission of Settlement to the Court. As soon as practicable following the execution of this Settlement Agreement, Plaintiff shall move the Court for entry of the Order on Notice and Preliminary Approval, in a form to be agreed on by the Parties but substantially in conformance with Exhibit D attached hereto.

a. Notice of Preliminary Approval. If the Court preliminarily approves this settlement, 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 and Preliminary Approval.

b. Request for Final Judgment. The Parties shall jointly request that the Court enter a Final Judgment and Order, substantially in conformance with the form attached as Exhibit B.

c. Fairness Hearing. 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. The Parties shall jointly apply to the Court for approval of the settlement and shall each 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 shall be filed by Class Counsel.

d. Attorney's Fees and Costs. Class Counsel may apply to the Court for an award of attorney's fees in an amount not to exceed one-third of the total settlement value, net of expenses. Class Counsel may also apply for reimbursement of any costs or expenses. Any such award and reimbursement shall be paid exclusively from the Settlement Trust Fund.

e. Reversal of Fee Award. In the event that the Order approving the fees, costs, and expense award to Class Counsel is reversed or modified on appeal and in the event the fees, costs, and expense award has been paid from the Settlement Fund, then Class Counsel shall deposit the fees, costs, and expenses into the Settlement Fund with interest consistent with the reversal or modification. It is agreed that the procedure for and the allowance or disallowance by the Court of any applications for attorney's fees, costs, expenses and interest, including the fees

of experts and consultants, are not consideration for this Settlement Agreement, and any order or proceeding relating only thereto shall not operate to terminate, cancel, or affect the finality or effect of this Settlement Agreement.

f. Termination Rights. 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 Fund, shall proceed in accordance with this Settlement Agreement, as approved by orders of the Court. If the Court does not enter the judgments and orders described above, or imposes conditions on the settlement that are not reflected in this Settlement Agreement, 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 this Settlement Agreement shall be canceled and terminated, subject to the provisions of this Settlement Agreement, unless each Party within thirty (30) days of the date of the mailing of such ruling to the Parties, provides written notice to all other Parties of its intent to proceed with the settlement. Notice of intent to proceed with the settlement may be provided on behalf of the Class by Class Counsel and notice of intent to proceed with the settlement may be provided by AAA to Class Counsel.

g. Conditions to Settlement. The obligations to proceed with the settlement are expressly conditioned on:

- i. the Court's preliminary approval of this Settlement Agreement;
- ii. the Court's entry of the Final Judgment and Order overruling any objections;
- iii. Final exhaustion of rights of appeal as to such Final Judgment and Order, and the Final Judgment and Order becoming Final; and

If any of these conditions fails, and if as a result AAA at its discretion elects to terminate this Agreement, the Parties shall return to litigation as if no conditional settlement had ever existed.

h. Retention of Rights if Settlement Fails. If the settlement does not occur for any reason, this Settlement Agreement shall be of no force and effect and shall be void. Moreover, if the settlement does not occur for any reason, AAA retains all of its rights to oppose class certification and defend the merits of the claims asserted on any and all grounds.

i. No Admission by AAA. Neither the settlement nor this Settlement Agreement shall constitute or be an admission for any purpose by AAA or any other person or be deemed evidence of any violation of any statute, regulation, permit condition, or law, or an admission of any wrongdoing or liability of any kind by AAA. In addition, neither the settlement nor this Settlement Agreement shall constitute or be an admission or concession by AAA of acquiescence to class certification in any case other than this Litigation's settlement class for settlement purposes only.

4. Class Certification

- a. Plaintiff shall concurrently move the Court (i) for an order certifying the Settlement Class for settlement purposes only and (ii) for approval of this settlement and Settlement Agreement.
- b. Solely for the purposes of this settlement, AAA will not object to the Court's certification of the Settlement Class, conditioned on the Court's approval of this settlement and Settlement Agreement.
- c. Solely for the purposes of this settlement, AAA consents to the appointment of the Named Class Representative and Class Counsel as proper and

appropriate representatives of the Class.

- d. Subject to Court approval, payment and other consideration paid or provided by AAA in accordance with this Settlement Agreement shall constitute the full and final settlement of the Litigation, and upon the Effective Date, AAA and the AAA Releasees shall have no further liability or obligation to any Class Member except as specifically set forth in this Settlement Agreement or in the Final Judgment and Order.
- e. AAA expressly reserves the right to oppose class certification and defend the merits of the claims asserted on any grounds if this settlement is not finally approved by the Court or if it is reversed on appeal, including for the reasons set out above in Section 3 subparts (g)-(i).

5. Settlement Payment

a. Settlement Payment by AAA. Within thirty (30) business days of the Effective Date, AAA agrees to pay into the Escrow Account a total of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) by check or wire transfer into a Qualified Settlement Fund Account.

b. Attorney's Fees and Costs. Class Counsel may apply to the Court for an award of attorney's fees in an amount not to exceed one-third of the total settlement value, net of expenses. Class Counsel may also apply for reimbursement of any costs or expenses. Any such award and reimbursement shall be paid exclusively from the Settlement Trust Fund.

c. Class Representative Compensation. Subject to the Court's approval, a one-time lump sum payment or incentive award of no more than \$2,500 shall be paid to the Class Representative Elmira Rad from the Settlement Fund for her efforts on behalf of the Class, in

addition to any distribution or payment that she may receive by virtue of her status as one of the Settlement Class Members.

d. Distribution of Net Settlement Funds. The net settlement funds subject to allocation and payment to the Named Class Representative and all Class Members who submitted Claims Forms deemed to be valid by Class Counsel pursuant to Section 6, will be determined as follows: the amount of the Settlement Fund minus: (1) Class Counsel's reasonable costs and expenses, including the costs of the Class Notice and costs of Settlement Administration, all as approved by the Court; (2) Class Counsel's reasonable attorney's fees as approved by the Court; and (3) compensation of the Named Class Representative as determined by the Court. The remaining net settlement funds will be allocated in equal amounts to the Named Class Representative and Class Members who submitted valid Claim Forms per the plan of allocation, as approved by the Court.

e. Plan of Allocation. The proposed plan of allocation is that the net settlement funds shall be divided equally on a per-Household basis among the Named Class Representative and all Settlement Class Members who timely submit valid Claim Forms that are approved by the Parties as further explained in Section 6. The Named Class Representative need not submit a Claim Form to qualify for her proportionate share of the net settlement fund. As directed by the Court, any residual from the settlement funds, including funds from uncashed checks, will be distributed to the Controller's Unclaimed Property Fund..

f. Timing of Allocation Payments. Subject to the approval of the Court, no payment from the Settlement Fund to Class Counsel, the Named Class Representative, or any Settlement Class Members shall be made until the Effective Date. Class Counsel will distribute payments to the Plaintiff and Class Members who timely submit settlement Claim Forms that

are approved by Class Counsel within approximately sixty (60) days of AAA making the required payment under Section 5(a). All claim checks shall remain valid for one hundred-eighty (180) days, after which they shall become null and void. Any replacement checks that may be issued shall remain valid for only the original 180-day period.

g. Return of Settlement Funds if Settlement Fails. If the settlement fails to become Final for any reason, then the Settlement Fund, including all accrued interest or earnings, shall be returned within fourteen (14) days to AAA.

h. Administration of Settlement. Class Counsel shall conduct all required and necessary work for Administration of Settlement and all costs and expenses for the Notice and the Administration of Settlement shall be paid by Class Counsel. AAA shall have no part in, responsibility, or liability for the Administration of Settlement and, therefore, are hereby released from any claim related to it. To the extent Class Counsel complies with all Court orders concerning the Administration of Settlement, all Class Counsel are released from any liability in connection with the Administration of Settlement, except for any proven willful misconduct. Neither AAA nor any of the AAA Releasees shall have any role, involvement, or obligations of any kind with respect to the Settlement Fund (except for the payment of \$1,250,000 pursuant to Section 5(a)) and shall be held harmless by the Settlement Class and Class Counsel from any and all claims of any kind relating to the Settlement Fund, including, without limitation, determination of claim eligibility, claim amount, or claim payment.

6. Claims, Opt-Outs, and Objections

Class Members seeking to opt out of this Settlement Agreement must notify Class Counsel in strict compliance with the requirements specified in the Notice. For Opt-Outs, failure to do so will result in the potential Settlement Class Member remaining part of the Settlement

Class and, to the extent the settlement is approved, being bound by the Settlement Agreement. All Settlement Class Members who do not opt out will be bound by the settlement and will release all claims against AAA arising out of the operation of the AAA facility within three years prior to filing the original complaint to present. Objections must be filed with the Court. For objections, failure to timely and properly object as set forth in the Notice may result in the Court not considering the objection, and to the extent the settlement is approved by the Court, all such Settlement Class Members failing to object or properly object shall be bound by the Settlement Agreement. A Class Member who objects to the Settlement but who does not opt-out shall be bound by the Settlement Agreement. All Opt-Outs and objections must be in writing and postmarked no more than sixty (60) days after the date that Notice is mailed to the potential Settlement Class Members. Within fourteen (14) days of this deadline, Class Counsel shall circulate copies of such Opt-Outs to counsel for AAA. At least seven (7) days before the Settlement Fairness Hearing, Class Counsel shall file a proposed "Exhibit 1" to the Final Judgment and Order to the Court identifying the potential Settlement Class Members who timely submitted proper opt out requests.

Class Members shall have sixty (60) days from the date Class Notice is mailed to submit a Claim Form in compliance with the terms specified in the Class Notice and on the Claim Form itself. The Claim Form shall be substantially in conformance with the form in Exhibit E attached. Subject to the exercise of reasonable discretion by Class Counsel, claims shall be approved by Class Counsel if and only if the claimant complies with the requirements set forth in the Class Notice and Claim Form, including the provision of all required documentation of identity and property interest. Class Counsel may, but is not obligated to, provide additional time for claimants who fail to properly document their claim to remedy the deficiency. Class

Counsel may, but is not obligated to, attempt to verify the deficient claims independently of the proofs submitted. If multiple Claim Forms are submitted for a Household, which is defined based on simultaneous occupancy and does not include predecessor or successive occupants of the same residential dwelling unit, all approved claims for that Household will share in one equal share of the Settlement Fund. Moreover, an Opt-Out from a single member of a Household will serve to opt-out all members of a Household. This would mean if one individual of a Household chose to opt-out of the Settlement, other individuals of that Household, which is defined based on simultaneous occupancy and does not include predecessor or successive occupants of the same residential dwelling unit, would be ineligible for any compensation from the Settlement Fund. If multiple individuals simultaneously comprise a Household, all such individuals should consult with each other and collectively decide whether to opt out of this Settlement. Each Household for which an approved claim is submitted shall share equally in the Settlement Fund after the deduction of such costs, attorney's fees, and incentive awards as the Court may approve. Claim Forms that do not meet the requirements set forth in this Settlement 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:

- a. the Settlement Class Member fails to provide adequate support of their claims pursuant to a request of Class Counsel;
- b. failure to fully complete and/or sign the Claim Form;
- c. illegible Claim Form;
- d. the Claim Form is fraudulent;
- e. the Claim Form is duplicative of another Claim Form;
- f. the person submitting the Claim Form is not a Settlement Class Member, or

is requesting that funds be paid to a person or entity that is not the Class Member for whom the claim is submitted;

- g. failure to timely submit a Claim Form; and/or
- h. the Claim Form otherwise does not meet the requirements of this Settlement Agreement, the Class Notice, or the Claim Form Instructions.

7. Release and Covenant Not to Sue.

a. Release. Subject to Court approval, the payment and other consideration paid or provided by AAA in accordance with this Settlement Agreement shall constitute the full and final settlement of the Litigation, and upon the Effective Date, AAA and other Released Parties shall have no further liability or obligation to any Settlement Class Member under this Settlement Agreement, the Named Plaintiff, or Class Counsel except as specifically set forth in this Settlement Agreement or in the Final Judgment and Order. Upon the Effective Date, each Settlement Class Member and the Named Class Representative, on behalf of themselves and their heirs, executors, 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 shall and hereby do forever and fully release and discharge the AAA Releasees, as defined in Section 2(b), and each of them, and any of their former and present employees, directors, officers, accountants, agents, attorneys, insurers, investment bankers, representatives, direct and indirect parents, affiliates, subsidiaries, franchisees, and each of their heirs, executors, administrators, beneficiaries, predecessors, successors, assigns and each of them of and from any manner of civil or administrative actions, causes of actions, suits, injunctive relief, obligations, claims, damages, debts, demands, agreements, promises, liabilities, controversies, costs, expenses, and attorney's 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, accrued or not accrued, and Unknown Claims (as defined in 2(gg)), and no matter how denominated, which the Named Class Representative and Settlement Class Members or any of them, ever had, now have, or can have, or shall or may hereafter have concerning the Facility in any way either individually, or as a member of a class, against the AAA Releasees, or any of them, for, based on, by reason of, or arising from or in any way the conduct alleged in Plaintiff's Complaint filed in this Action (as defined in Section 2. a.a. of this Settlement Agreement), except for any claims expressly reserved herein and except that nothing here releases any claim arising out of the violation or breach of the Settlement Agreement. Anything to the contrary herein notwithstanding, the release shall not bar claims for medically diagnosed personal injuries. This Release shall also not bar claims arising from any airborne emissions of pollutants, air contaminants, and noxious odors occurring after the Effective Date. Such claims are expressly reserved. Moreover, on consideration of the amount paid in Section 5(a), the Plaintiff agrees to dismiss with prejudice her individual claims that remain pending and following Court approval and all other claims without prejudice. Said dismissal with prejudice shall be filed with the Court no later than twenty (20) calendar days following the Effective Date.

b. 1542 Waiver by Plaintiff. In addition to the foregoing, the Named Plaintiff agrees that all rights she may have under Section 1542 of the California Code of Civil Procedure are expressly waived. The Named Plaintiff represents that she has had an opportunity to discuss this waiver with Class Counsel and agrees to this waiver based on such consultation. Section 1542 provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the

release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

8. Miscellaneous Provisions

- a. All exhibits attached to this Settlement Agreement are completely incorporated herein and each of which is a necessary part of the Settlement.
- b. A 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.
- c. 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.
- d. 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 signed modification shall be with the consent of the Court as evidenced by the entry of an order without further notice to the

Class unless the Court requires such additional notice. Any failure by a 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 provisions of this Settlement Agreement to be performed by such other Party.

- e. 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.
- f. 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. Electronic or pdf copies of signatures shall be sufficient for purposes of demonstrating original signatures.
- g. This Settlement Agreement shall be binding upon, and inure to the benefit of, successors and assigns of the Parties, once it is approved by the Court and all other conditions have been met.
- h. 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:

AAA
Attn: Brad Seiling,
Manatt, Phelps & Phillips, LLP
2049 Century Park East, Suite 1700

Los Angeles, CA 90067
bseiling@manatt.com

And

Matthew Williamson
Manatt, Phelps & Phillips, LLP
695 Town Center Drive, 14th Floor
Costa Mesa, CA 92626-1924
mwilliamson@manatt.com

And

Settlement Class
c/o Liddle Sheets Coulson P.C.
975 E. Jefferson Avenue Detroit,
MI 48207
Attn: Laura Sheets
lsheets@lscounsel.com

- i. All terms of this Settlement Agreement shall be governed by and interpreted in accord with the law of the State of California without reference to conflicts of laws, rules or precedent. This Settlement Agreement shall be enforced solely in this Court. The Parties 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 this 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.
- j. Because of the arms-length negotiations described above, all Parties hereto have contributed substantially and materially to the preparation of this Settlement Agreement, which, therefore, may not be construed against the drafter of it or any portion of it. All personal pronouns used in this Settlement Agreement, whether used in the masculine, feminine, or neutral 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.

Dated:

For Class Counsel

Dated:

Counsel for Defendant
(approved as to form)

Dated:

Mark Luer
Authorized Agent for Defendant

Dated:

Elmira Rad
Plaintiff

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.

Dated:

For Class Counsel

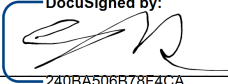
Dated:

Counsel for Defendant
(approved as to form)

Dated:

Mark Luer
Authorized Agent for Defendant

Dated: 9/21/2023


DocuSigned by:


240BA506E78F4CA...
Elmira Rad
Plaintiff

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.

Dated: 9/26/23



For Class Counsel

Dated:

Counsel for Defendant
(approved as to form)

Dated:

Mark Luer
Authorized Agent for Defendant

Dated:

Elmira Rad
Plaintiff

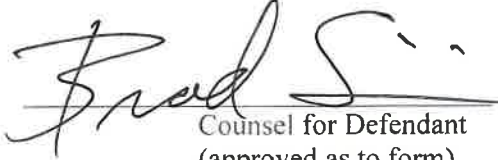
other genders, and the singular shall include the plural and vice-versa.

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

Dated:


For Class Counsel

Dated: 9/26/23



Counsel for Defendant
(approved as to form)

Dated: 9/26/23



Mark Luer
Authorized Agent for Defendant

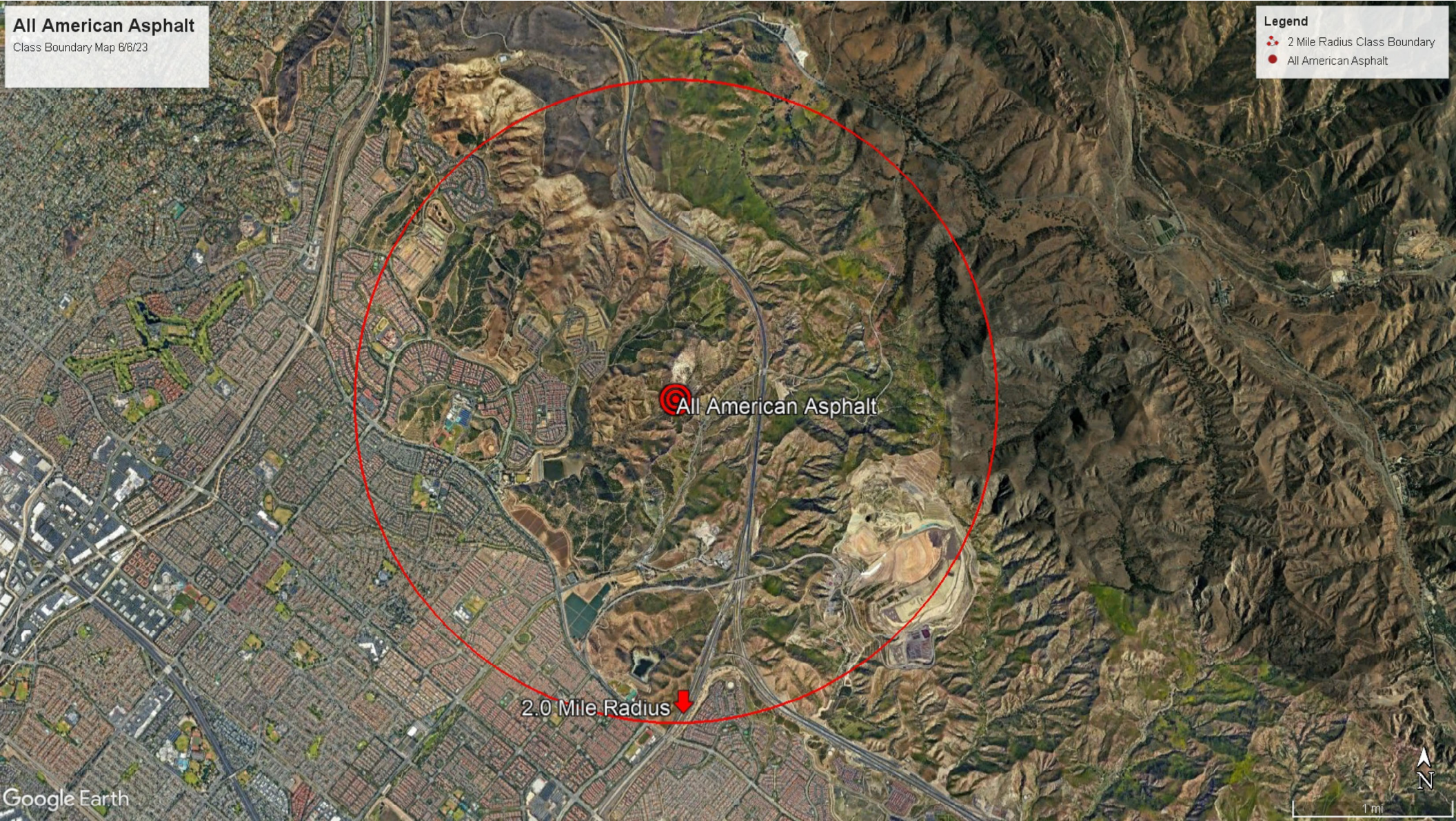
Dated:

Elmira Rad
Plaintiff

Exhibit 1(A)
Class Boundary Map

All American Asphalt
Class Boundary Map 6/6/23

Legend
• 2 Mile Radius Class Boundary
• All American Asphalt



All American Asphalt

2.0 Mile Radius

Google Earth

1 mi



Exhibit 1(B)

[Proposed] Final Judgment

1 Mike M. Arias, Esq. (SBN 115385)
2 Arnold C. Wang, Esq. (SBN 204431)
3 Alfredo Torrijos, Esq. (SBN 222458)
4 **ARIAS SANGUINETTI WANG & TORRIJOS, LLP**
5 6701 Center Drive West, 14th Floor
6 Los Angeles, California 90045
7 Telephone: (310) 844-9696
8 Facsimile: (310) 861-0168

9 Steven D. Liddle, Esq.*
10 Nicholas A. Coulson, Esq.*
11 Matthew Z. Robb, Esq.*
12 **LIDDLE SHEETS COULSON P.C.**
13 *Admitted *Pro Hac Vice*
14 975 E. Jefferson Avenue
15 Detroit, Michigan 48207
16 Telephone: (313) 392-0015
17 Facsimile: (313) 392-0025

18 *Attorneys for Plaintiff and the Putative Class*

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
20 **FOR THE COUNTY OF ORANGE**

21 ELMIRA RAD, on behalf of herself and
22 all others similarly situated,

23 Plaintiff,

24 v.

25 ALL AMERICAN ASPHALT,

26 Defendant.

27 CASE NO. 30-2021-01188072-CU-MC-CXC

28 [Hon. William D. Claster, Dept. CX104]

FINAL JUDGMENT

Hearing Date:

Time:

Dept: CX104

Action Filed: March 9, 2021

Trial Date: Not Set

29 In the Preliminary Approval Order dated _____, this Court scheduled a Final
30 Approval and Fairness Hearing for _____, 2023 to determine: (a)
31 whether the proposed settlement between Elmira Rad, individually and on behalf of all others
32 similarly situated, and Defendant All American Asphalt, on the terms and conditions set forth in
33

1 the Settlement Agreement (the “Settlement Agreement”),¹ is fair, reasonable, adequate, and in the
 2 best interests of the Class; and (b) whether to enter Final Judgment. The Court also ordered that
 3 the Class Notice be served upon the Class in the manner described in the Preliminary Approval
 4 Order.

5 The Final Approval and Fairness Hearing was duly held before this Court at which time
 6 all interested persons were afforded an opportunity to be heard. This Court has considered all of
 7 the submissions and arguments presented on the proposed settlement.
 8

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

- 11 1. This Court has jurisdiction over the Parties and the subject matter of this litigation.
- 12
- 13 2. For purposes of implementation of this Settlement and by agreement of the
 14 Parties, the Court certifies the Class pursuant to California Rule of Court 3.769 for settlement
 15 purposes only.
- 16
- 17 3. The Court finds and determines that the terms of the Settlement are fair,
 18 reasonable and adequate to the Class and to each Class Member, and that the Settlement is
 19 ordered finally approved. The Court finds that the Settlement was reached as a result of informed
 20 and non-collusive arm’s-length negotiations. The Court further finds that the Parties conducted
 21 extensive investigation, research, and discovery and their attorneys were able to reasonably
 22 evaluate their respective positions. The Court also finds that the Settlement will enable the
 23 Parties to avoid additional and potentially substantial litigation costs, as well as the delay and
 24 risks of continuing to litigate the case. The Court has reviewed the monetary recovery provided
 25 as part of the Settlement and recognizes the significant value accorded to Class Members.
 26
- 27
- 28

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

1 Notice informed the Class of the terms of the Settlement, of their right to make a claim for their
 2 proportional share of the Settlement Fund including the manner and deadline for doing so, of
 3 their right to comment on or object to the Settlement, of their right to appear in person or by
 4 counsel at the final approval hearing to be heard regarding approval of the Settlement including
 5 the manner and deadline for doing so, and they were informed of the date set for the final
 6 approval hearing. Adequate notice and periods of time were provided for each of these
 7 procedures.
 8

9 10. The Court finds and determines that this notice procedure afforded adequate
 10 protections to Class Members and provides the basis for the Court to make an informed decision
 11 regarding approval of the Settlement based on the responses of Class Members. The Court finds
 12 and determines that the Notice of Class Action Settlement provided for by the Settlement
 13 Agreement was the best notice practicable, which satisfied the requirements of applicable law.
 14 The Court further finds that the Class Notice is in full compliance with the notice requirements
 15 of due process and California Rule of Court 3.769(f).
 16

17 11. Upon the Effective Date of the Settlement Agreement, Plaintiff Elmira Rad and
 18 the Settlement Class (i) are deemed to have released claims within the scope of the Settlement
 19 Agreement; and (ii) are permanently enjoined from continuing to prosecute or otherwise initiate
 20 claims within the scope of the Settlement Agreement.
 21

22 12. Pursuant to the terms of the Settlement Agreement and the authorities, evidence,
 23 and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorney
 24 fees in the sum of \$ [redacted] and litigation costs of \$ [redacted]. The Court finds such amounts to
 25 be fair and reasonable. The Court orders that Class Counsel is entitled to retain said attorneys'
 26 fees and litigation costs from the Settlement Funds as specified in the Settlement Agreement.
 27

28 The Court further awards the named Plaintiff, Elmira Rad \$ _____ for her efforts in representing

1 the interests of the class.

2 13. The Parties will make payments to the Class Members in accordance with the
3 Settlement Agreement.

4 14. All of the claims asserted in this lawsuit by Plaintiff Elmira Rad, individually and
5 on behalf of the Class, are dismissed with prejudice, each party to bear its own costs except as
6 otherwise provided by the Settlement Agreement and/or the Court’s Order granting attorney fees,
7 costs, Class Representative service payments, and Settlement Administration expenses.

8 15. Nothing in this Order shall preclude any action to enforce the Parties’ obligations
9 pursuant to the Settlement Agreement or pursuant to this Order, including the requirement that
10 payments be made to Class Members who timely file a valid Claim Form in accordance with the
11 Settlement Agreement.
12

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

17 17. This document shall constitute a judgment (and a separate document
18 constituting said judgment) for purposes of California Rule of Court 3.769(h).
19

20 18. This Court retains jurisdiction over all matters relating to the modification,
21 interpretation, administration, implementation, effectuation, and enforcement of the Settlement
22 Agreement and this Order. If this Final Judgment is reversed on appeal, the Settlement
23 Agreement, the preliminary approval proceedings related to it, and the final approval hearings
24 related to it are all without prejudice to the rights of the Parties to the litigation.
25

26 Dated: _____

IT IS SO ORDERED

27 _____
28 Hon. William D. Claster

JUDGE OF THE SUPERIOR COURT

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Exhibit 1(C)

[Proposed] Longform Class Notice

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

Elmira Rad, et al. v All American Asphalt, Superior Court of the State of California for the County of Orange, Case No. 30-2021-01188072.

This notice applies to:

All owner/occupants, tenants, renters or lessees of residential property residing within two (2) miles of the Facility's property boundary between March 9, 2018 and the present.

Please read this Notice carefully, as it affects your legal rights.
You can also visit or call: www.lscounsel.com/allamericanasphalt
1-800-536-0045

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

A class action lawsuit is pending in the California Superior Court for the County of Orange, known as *Elmira Rad, on behalf of herself and all others similarly situated v. All American Asphalt*, Case No. 30-2021-01188072. The Judge, who is overseeing this case, authorized this Notice. You have a right to know about the class action.

As a Class Member you have various options that you may exercise before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any appeals are resolved, Defendant will make payments pursuant to the Settlement to Class Members who submit timely and valid claims.

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

1. What is this lawsuit about?

The above captioned lawsuit was brought by Elmira Rad, (“Plaintiff”) against All American Asphalt (“Defendant”) seeking property damages (not personal injuries). Plaintiff asserted various legal claims against the Defendant, based on the allegation that noxious odors emitted from All American Asphalt invaded nearby properties. Plaintiff is represented in this case by the law firms of Liddle Sheets Coulson P.C. (“Class Counsel”), as well as Arias Sanguinetti Wang & Torrijos, LLP

You can read the Class Action Complaint at www.lscounsel.com/allamericanasphalt.

2. What is the purpose of this Class Notice?

The purpose of this Class 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.

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

Your Legal Rights and Options in this Settlement		Deadline
SUBMIT A CLAIM FORM	The only way to get a cash payment. You must <u>timely</u> submit a valid Claim Form, which is attached.	Deadline to submit a Claim Form: on or before [60 Days After Notice is Sent]
EXCLUDE YOURSELF	Receive no payment. Get out of this lawsuit. Retain your right to sue All American Asphalt. If you exclude yourself, you will <u>no longer</u> be a Class Member. This means that you will not be eligible for the benefits or relief in the Settlement. It also means that Class Counsel will not be representing you and there are statutes of limitations that may bar your individual claims.	Deadline to Exclude yourself: on or before [60 Days After Notice is Sent]
COMMENT OR OBJECT	Write to the Court about why you do not like the Settlement. You must follow the procedures outlined below. You must remain a member of the lawsuit (you cannot ask to be excluded) in order to object to the Settlement.	Deadline to Comment or Object: on or before [60 Days After Notice is Sent]
DO NOTHING	You receive no payment. Remain bound by the Settlement. By doing nothing, you will not recover money from the Settlement. You will also be bound by the Settlement and give up your rights to sue All American Asphalt 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 Class 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.

3. How does the Defendant answer?

The Defendant denies that it is liable on any of Plaintiff's claims and denies that any person has suffered damage to their property relating to All American Asphalt.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, after mediation and formal settlement discussions, both sides agreed to this Settlement. That way, they avoid the cost, delay and risks associated with trial and any appeals.

5. Am I part of this Class?

The Class in this lawsuit consists of all owner/occupants, tenants, renters or lessees of residential property residing within two (2) miles of the Facility's property boundary between March 9, 2018 and the present and who do not affirmatively Opt-Out of this Settlement.

A map of the class area is available at www.lscounsel.com/allamericanasphalt

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

6. I'm still not sure if I am included?

If you are still not sure whether you are included, you can get free help by calling 1-800-536-0045, or by writing Class Counsel at the address listed below.

THE PROPOSED SETTLEMENT

7. What are the Settlement benefits?

If the Settlement is approved by the Court at or after the Fairness Hearing, the Defendant has agreed to the creation of a Settlement Fund totaling \$1,250,000.

Separately, while this is not a direct benefit of this Settlement, AAA has entered an agreement with the City of Irvine to close the Facility by November 15, 2023, meaning that any alleged emissions from the AAA Facility are expected to cease before the end of 2023.

8. How do I get paid?

To obtain 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 your supporting documentation**, postmarked on or before [Claim Form Deadline], to the following address: Attn: All American Asphalt Claims, Liddle Sheets Coulson P.C., 975 E. Jefferson Ave., Detroit, MI 48207. The documentation that must be contained with your Claim Form can be found on the Claim Form.

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

If you fail to submit the Claim Form on or before [Date] you will not receive payment.

10. How are payments calculated?

The amount of compensation paid to a Class Member will be dependent, in part, on the total amount of claims. Accordingly, the amount a Class Member will receive will not be known until after all Claim Forms have been submitted and assessed.

Class Counsel shall determine the approved claim amount for a Class Member who has submitted a valid Claim Form based upon the total number of approved Claim Forms. The claim amount for each approved Claim will be calculated by dividing the net Settlement Funds (i.e., the balance remaining after attorneys' fees and expenses, and incentive payments have been distributed from the Settlement Funds) by the total number of households for which claims have been submitted. Each household that submits a valid Claim Form will receive an equal share of the net settlement funds.

11. When will I get paid?

On [Date] at [Time] the Court will hold a hearing to decide whether or not to approve the Settlement. If the Court approves the Settlement, Class Counsel will begin reviewing each Claim Form submitted. Please note that there is often delay after a Settlement like this is approved. For example, there may be appeals of the Court's order approving the Settlement. The relief provided for by the Settlement may not be implemented until appeals are finished and the Court's Order is upheld.

Class Counsel will distribute payments within approximately 60 days of receiving the settlement payment. If you receive a check,

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

you will have 180 days to cash it. Any funds remaining from uncashed checks will be distributed to the California Controller's Unclaimed Property Fund.

12. What am I giving up by staying in the Class?

If the Settlement becomes final, Class Members who submit a Claim Form or did nothing at all will be releasing the Defendant and all related people and entities from all claims which the Class Members ever had, now have, or can have, concerning All American Asphalt arising from the conduct alleged in the Class Action Complaint.

The release is limited to claims that could have been pled based on the facts alleged in the complaint. The release shall not bar claims for medical harm or personal injuries and shall not bar claims of any kind arising from any emissions occurring after Final Settlement Approval. The release also shall not bar claims from any class member who moved into the Class Area after the Claims Period but before the Effective Date.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of this Settlement?

To exclude yourself from the Settlement, you must send a letter by First Class U.S. mail to Class Counsel that contains the following statement: "I WANT TO BE EXCLUDED FROM THE SETTLEMENT IN THE ALL AMERICAN ASPHALT CLASS ACTION LITIGATION." You cannot exclude yourself on the phone or by e-mail. Be sure to include your full name, the address of the Settlement Class area property, signature, and the date. You must mail your exclusion request, postmarked on or before [Date], to:

Class Counsel
Elmira Rad, et al. v All American Asphalt Company
c/o Liddle Sheets Coulson P.C.
975 E. Jefferson Ave. Detroit, MI 48207

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

14. Do I have a lawyer in this case?

The Court has decided that the law firms of Liddle Sheets Coulson 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 these firms, their practices, and their lawyers' experience is available at www.LSCCounsel.com and www.ASWTlawyers.com.

15. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer or wish to consult with another lawyer about this settlement, you are free to do so and may hire one at your own cost.

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

Class Counsel has not received any fees for the lawyer and professional time it has devoted to this matter, nor has it received any reimbursement for any of the out-of-pocket expenses it has incurred. Class Counsel will thus apply to the Court for an award of attorney fees that does not exceed one-third of the total Settlement value, net of costs, and expenses. While Class Counsel's request for reimbursement of total out of pocket expenses and administration costs are yet to be determined, it is estimated that the requested reimbursement of costs will be approximately \$35,000. While the request for attorneys' fees is not yet known, the estimated request for attorneys' fees will be approximately \$405,000.

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

In addition, Class Counsel will ask that the Court award the named Plaintiff a \$2,500 service award in recognition of her efforts 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

17. 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. To comment on or to object to the proposed Settlement, you must submit a written statement to Class Counsel, and Defendant's Counsel setting forth:

- Your legal name, current residence address, the address of the Settlement Class area property, the time of ownership and/or residence and signature;
- The reference *Elmira Rad, et al. v All American Asphalt Company, Case No. 30-2021-01188072*; and
- A statement of your objections, comments, and any supporting arguments, together with any supporting documents.

In order for the Court to consider your comments or objections, you should submit them, along with any request to speak at the Fairness Hearing, postmarked on or before [Date], to Class Counsel and Counsel for Defendant at the following addresses:

Class Counsel	Defendant's Counsel
Liddle Sheets Coulson P.C. attn: All American Asphalt Objections 975 E. Jefferson Avenue Detroit, MI 48207	MANATT, PHELPS & PHILLIPS, LLP BRAD W. SEILING VIRAL MEHTA 2049 Century Park East, Suite 1700 Los Angeles, CA 90067

18. What is the difference between objecting and requesting exclusion?

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

19. When and where will the Court decide to approve the Settlement?

The Court will hold a Fairness Hearing at [Time] on [Date] at the Superior Court of California, County of Orange. 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 will decide whether to hear objections or to allow people to speak at the Fairness Hearing. The Court may also decide how much to pay Class Counsel or whether to approve incentive awards. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take for the Court to make its decision.

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

20. Do I have to come to the hearing?

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

21. 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 must 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 *Elmira Rad, et al. v All American Asphalt Company*." If you intend to appear at the Fairness Hearing through counsel, your comment must also state the identity of all attorneys representing you who will appear at the Fairness Hearing.

The Fairness Hearing will be held on [Date] at [Time]. You may appear remotely at the Fairness Hearing before Judge William Cluster in Department CX104, which can be accessed at the following URL:

<https://acikiosk.azurewebsites.us/?dept=CX104>

You should check into the remote proceeding at or before the time of the hearing and, through the web link, enter your name and your role as an interested party.

IF YOU DO NOTHING

22. 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 Defendant about the same legal issues in this case.

ADDITIONAL INFORMATION

23. Are there more details available?

Visit the website www.lscounsel.com/allamericanasphalt where you can find extra Claim Forms, information on the litigation and Settlement, and documents such as the Complaint filed by the Plaintiff. You may also call Class Counsel at 1-800- 536-0045 or write them at:

Liddle Sheets Coulson P.C. Attn: All
American Asphalt Settlement
975 E. Jefferson Ave.
Detroit, MI 48207

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: _____

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

Exhibit 1(D)

[Proposed] Preliminary Approval Order

1 Mike M. Arias, Esq. (SBN 115385)
2 Arnold C. Wang, Esq. (SBN 204431)
3 Alfredo Torrijos, Esq. (SBN 222458)
4 **ARIAS SANGUINETTI WANG & TORRIJOS, LLP**
5 6701 Center Drive West, 14th Floor
6 Los Angeles, California 90045
7 Telephone: (310) 844-9696
8 Facsimile: (310) 861-0168

9 Steven D. Liddle, Esq.*
10 Nicholas A. Coulson, Esq.*
11 Matthew Z. Robb, Esq.*
12 **LIDDLE SHEETS COULSON P.C.**
13 *Admitted *Pro Hac Vice*
14 975 E. Jefferson Avenue
15 Detroit, Michigan 48207
16 Telephone: (313) 392-0015
17 Facsimile: (313) 392-0025

18 *Attorneys for Plaintiff and the Putative Class*

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
20 **FOR THE COUNTY OF ORANGE**

21 ELMIRA RAD, on behalf of herself and
22 all others similarly situated,

23 Plaintiff,

24 v.

25 ALL AMERICAN ASPHALT,

26 Defendant.

27 CASE NO. 30-2021-01188072-CU-MC-CXC

28 [Hon. William D. Claster, Dept. CX104]

**(PROPOSED) ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing Date:

Time:

Dept: CX104

Action Filed: March 9, 2021

Trial Date: Not Set

29 On _____, 2023, Plaintiffs' Motion for Preliminary Approval of Class
30 Action Settlement came before the Court, whereby Plaintiffs sought an Order (1) Granting
31 Preliminary Approval of the Proposed Class Action Settlement and conditional certification of the
32 Settlement Class; (2) approving the form and manner of Notice; (3) appointing the Class
33 Representatives and Class Counsel; (4) appointing a Settlement Administrator; (5) establishing a

1 Schedule for the Provision of Notice of the Settlement to the Members of the Settlement Class;
2 and (6) setting the final approval hearing.

3 The Court, having read and considered the Motion, the Settlement Agreement, and all
4 other accompanying documents, and with good cause appearing, **HEREBY ORDERS AS**
5 **FOLLOWS:**

6
7 1. Subject to further consideration at the Final Approval Hearing, the Court
8 preliminarily approves the Settlement as fair, reasonable, and adequate to the members of the
9 Settlement Class, and as meriting submission to the members of the Settlement Class for their
10 consideration.

11 2. For the purposes of Settlement only, the Court certifies a Class defined as
12 follows:

13
14 **All owner/occupants and renters of residential property residing within**
15 **two (2) miles of the Facility’s property boundary between March 9, 2018**
16 **and the present.**

17 3. The Court finds that the form, manner, and content of the Notice of Class
18 Action Settlement meets the requirements of due process and Cal. Rules of Court, Rule 3.766
19 and provides a means of notice reasonably calculated to apprise the Class Members of the
20 pendency of the action and the proposed Settlement. The Court approves the form and content
21 of the Notice. The costs and expenses associated with providing notice to the Settlement Class
22 shall be paid in accordance with the Settlement Agreement.

23 4. The Court appoints Elmira Rad as Class Representative of the Settlement Class.

24 5. The Court appoints Liddle Sheets Coulson PC and Arias Sanguinetti Wang &
25 Torrijos, LLP as Class Counsel.

26 6. The Court appoints Class Counsel as the Settlement Administrator for purposes
27 of Settlement notice and administration.
28

1 7. The Court directs the Notice to the Class in accordance with the schedule set
 2 forth below. The Court finds that the dates and form selected for the Notice meet the
 3 requirements of due process, provide the best notice practicable under the circumstances, and
 4 constitute due and sufficient notice to all persons entitled to notice.

5 8. The following dates shall govern for the purposes of this Settlement:

DATE	EVENT
Within 28 days of this Order	Class Counsel shall disseminate the Class Notice as provided in the Settlement Agreement.
45 days after entry of this Order	Plaintiffs shall file the Application for Attorney’s Fees, Reimbursement of Litigation Costs, and Incentive Award for the Class Representatives.
30 days from the date the Notice is first mailed	Last day for Class Members to: (1) File and serve Notice of Objection; and/or (2) Opt out/send Opt-Out Request.
Within 14 days of the opt-out deadline	Class Counsel shall provide Class Counsel and Counsel for Defendant with: 1) Declaration attesting to completion of the notice process set forth in this Settlement Agreement; 2) A summary of objections; and 3) A complete list of all Class Members who have timely requested exclusion from the Class.
7 days before the Fairness and Final Approval Hearing	All papers and declarations in support of the Final Approval of Settlement shall be filed with the Court. Class Counsel and Counsel for Defendant shall file with the Court any responses to written Settlement objections in accordance with the Settlement Agreement.

27 9. The Final Approval and Fairness Hearing is set for _____ at ____ a.m.
 28 in Department CX104 of the Superior Court of the State of California, County of Orange.

1 After Final Approval, all Class Members other than those who have opted out are entitled to
2 receive the benefits of the Settlement and will likewise be bound by the releases contained in
3 the Settlement Agreement and by the judgments and orders filed or entered in this action.

4 10. The Court may, for good cause, extend any of the deadlines set forth in this
5 Order without further notice to the members of the Settlement Class. The Final Approval and
6 Fairness Hearing may, without further notice to the members of the Settlement Class, be
7 continued by order of the Court.
8

9 11. This action is stayed pending final determination of whether the Settlement
10 should be approved, except those proceedings necessary to carry out or enforce the terms of
11 the Settlement Agreement. The trial date and all trial related events are hereby vacated.
12

13 Dated: _____

IT IS SO ORDERED

14
15 _____
16 Hon. William D. Claster
17 JUDGE OF THE SUPERIOR COURT
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Exhibit 1(E)
[Proposed] Claim Form

**All American Asphalt
Settlement Claim Form
GENERAL INSTRUCTIONS**

- 1. THIS CLAIM FORM MUST BE POSTMARKED BY AND MUST BE FULLY COMPLETED, BE SIGNED UNDER OATH AND MEET ALL REQUIREMENTS OF THE SETTLEMENT AND RELEASE AGREEMENT (THE “AGREEMENT”).**
2. You must complete and return this Claim Form, along with the requested documentation, to: Attn: All American Asphalt Claims, Liddle Sheets Coulson P.C., 975 E. Jefferson Ave., Detroit, MI 48207.
3. It is important that you completely read the Notice of Proposed Class Action Settlement (the “Class Notice”) that accompanies this Claim Form. The Class 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 Class Notice, including the terms of the releases described therein and provided for herein.
4. This Claim Form is directed to all owner/occupants and renters of residential property residing within two (2) miles of the Facility’s property boundary between March 9, 2018 and the present and who do not affirmatively Opt-Out of this Settlement (the “Class”). A Class Area Map is available at www.lscounsel.com/allamericanasphalt.
5. In order to claim compensation from the Settlement, a Class Member must file with Class Counsel a Claim Form.
6. Only one property can be claimed per Claim Form. If you owned and/or resided in multiple properties within the class area, you must complete a separate Claim Form for each property.
7. 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. 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.
8. You may only participate in the distribution of the Settlement Funds if you are a member of the Class and if you complete and return this form as specified below. 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 Funds.
9. Submission of this Claim Form does not guarantee that you will share in the Settlement Funds. The distribution of the Settlement Funds is governed by the procedures set forth in the Agreement, if approved by the Court, or such other plan of allocation as the Court approves.
10. 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 COPIES OR EQUIVALENT DOCUMENTS TO SUPPLY TO THIS REQUEST. 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.
11. Type or print legibly in black or blue ink.

PART I: PERSONAL FACTS AND QUESTIONNAIRE

Claimants Identity

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

Claimed Address

1. Please provide the address of the property that you owned or occupied which is located within the Class Area described in the Notice.

Claimed address

City, State Zip

2. Please provide the dates that you owned or resided at the Claimed Address:

Proof of Identification

For each person making a claim, 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:

- State issued driver's license
- State issued identity card
- Other identification sufficient to prove your identity

Claimed Address Ownership and/or Occupancy Status

Mark the box that describes your interest in Claimed Address and attach the requested documents to your Claim Form.

- Owner - If marked, you *must* attach a copy of the deed, utility bill, or other documentation of ownership.
- Resident - If marked, you *must* attach a copy of documentation of residence during the applicable time period (examples include, but are not limited to, a valid lease or rental agreement, government-issued mail or tax documents showing proof of address, or a utility bill).

PART II: REPRESENTATIONS AND WARRANTIES

By submitting this Claim Form and checking the boxes below, I declare under penalty of perjury that I am a member of the Class and that the following statements are true:

- 1) I have completely read the Notice of Proposed Class Action Settlement that accompanied this Claim Form.
- 2) All information provided in this Claim Form and its attachments is true and correct.

_____ Date: _____
Your signature

_____ Date: _____
Your spouse's signature (if applicable)

Exhibit 1(F)

[Proposed] Publication Notice

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

Elmira Rad, et al. v All American Asphalt, Superior Court of the State of California for the County of Orange, Case No. 30-2021-01188072.

If you were an owner/occupant, tenant, renter, or lessee of residential property residing within two (2) miles of the Facility's property boundary between March 9, 2018 and the present, you may be a Class Member.

Please read this Notice carefully, as it affects your legal rights. You can also visit or call
www.lscounsel.com/allamericanasphalt
975 E. Jefferson Ave., Detroit, MI 48207
Call Toll Free: 1-800-536-0045

A class action case which is currently pending in the Superior Court of California, County of Orange, involves claims against All American Asphalt. ("Defendant") seeking property damages (not personal injuries). Plaintiffs asserted various legal claims against the Defendant, based on the allegation that noxious odors and fumes have escaped from All American Asphalt and impacted nearby properties. A proposed settlement with Defendant in this case has been submitted to the Court.

Your Legal Rights and Options in this Settlement		Deadline
SUBMIT A CLAIM FORM	The only way to get a cash payment. You must <u>timely</u> submit a valid Claim Form, attached to the Long Form Class Notice which can be accessed as described below.	Deadline to submit a Claim Form: on or before [REDACTED]
EXCLUDE YOURSELF	Receive no payment. Get out of this lawsuit. Retain your right to sue All American Asphalt. If you exclude yourself, you will no longer be a Class Member. This means that neither you nor anyone who resided or is residing in your Household will 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 [REDACTED]
COMMENT OR OBJECT	Write to the Court about why you do not like the Settlement. You must follow the procedures outlined in the Long Form Class Notice (for access, see below). You must remain a member of the lawsuit (you cannot ask to opt out or be excluded) in order to object to the settlement.	Deadline to Comment or Object: on or before [REDACTED]
DO NOTHING	You receive no payment. Remain bound by the settlement. By doing nothing, you will not recover money from the class action settlement. You will also be bound by the class action settlement and give up your rights to sue All American Asphalt separately about the same or similar legal claims in this lawsuit.	

This is only a PARTIAL summary of the proposed settlement with Defendant All American Asphalt. Before deciding what action you will take, if any, it is important that you immediately review the Long Form Class Notice on the internet at: www.lscounsel.com/allamericanasphalt

The Long Form Class Notice more fully defines the Class Area and explains the settlement and the deadlines and procedures for you to object to the settlement or exclude yourself from the settlement if you desire to do so. To have a copy of the Long Form Class Notice mailed to you, you can call Class Counsel toll free at 1-800-536-0045.