

NO.: X04-HHD-CV09-5033841-S	:	SUPERIOR COURT
	:	
STATE OF CONNECTICUT	:	COMPLEX LITIGATION DOCKET
	:	AT HARTFORD
v.	:	
	:	
JAMES E. GALANTE	:	
	:	
v.	:	
	:	
AUTOMATED WASTE DISPOSAL, INC. :		
and SUPERIOR WASTE DISPOSAL, INC. :		April 11, 2011

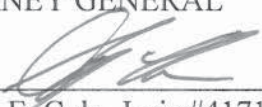
**JOINT MOTION FOR ENTRY OF  
STIPULATED ORDER APPROVING SETTLEMENT AGREEMENT  
AND DISTRIBUTION PLAN**

Plaintiff State of Connecticut (the “State”), Defendant and Third-Party Plaintiff James E. Galante, and Third-Party Defendants Automated Waste Disposal, Inc. (“AWD”) and Superior Waste Disposal, Inc. (“SWD”) (collectively, “the Parties”) respectfully move this Court for entry of the attached Stipulated Order Approving Settlement Agreement and Distribution Plan (the “Stipulated Order”), without the need for further notice or hearing. In support whereof, the Parties represent as follows:

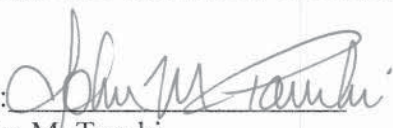
1. The Parties have agreed to settle the matter on the terms set forth in the Settlement Agreement attached to the Stipulated Order.
2. Pursuant to the terms of the settlement, the State will receive \$600,000 to be distributed to certain former customers of AWD and SWD.
3. The Stipulated Order approves the settlement and the notice and claim procedures to be used by the State in making distribution of the monies received.

**WHEREFORE**, the Parties request that the attached Stipulated Order be entered by the Court.

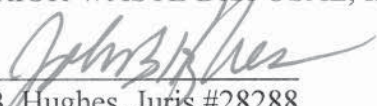
PLAINTIFF STATE OF CONNECTICUT  
GEORGE JEPSEN  
ATTORNEY GENERAL

By:   
Michael E. Cole, Juris #417145  
Chief, Antitrust Department  
Gary Becker, Juris #427511  
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DEFENDANT AND THIRD-PARTY  
PLAINTIFF JAMES E. GALANTE

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Juris #416640

THIRD-PARTY DEFENDANTS  
AUTOMATED WASTE DISPOSAL, INC. and  
SUPERIOR WASTE DISPOSAL, INC.

By:   
John B. Hughes, Juris #28288  
Chief, Civil Division  
Michelle L. McConaghy, Juris #27157  
Assistant U.S. Attorney  
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AUTOMATED WASTE DISPOSAL, INC.	:	
and SUPERIOR WASTE DISPOSAL, INC.	:	

**STIPULATED ORDER APPROVING SETTLEMENT AGREEMENT  
AND DISTRIBUTION PLAN**

The Joint Motion for Entry of a Stipulated Order Approving Settlement and Distribution Agreement (the “Stipulated Order”) of Plaintiff State of Connecticut (the “State”), Defendant and Third-Party Plaintiff James E. Galante, and Third-Party Defendants Automated Waste Disposal, Inc. (“AWD”) and Superior Waste Disposal, Inc. (“SWD”) (collectively, the “Parties”), having come before the Court and the Parties having stipulated to the entry of the Stipulated Order, and no further notice or hearing being required, and just cause appearing therefor

**IT IS HEREBY ORDERED THAT:**

1. The Settlement Agreement attached hereto as Exhibit A and incorporated into this Stipulated Order by reference is hereby adopted and approved.
2. Jurisdiction is retained by this Court for the purpose of enabling the Parties to apply to this Court at any time upon proper notice to the adverse party for such further orders and directions as may be necessary or appropriate for the construction, modification, enforcement, execution, or satisfaction of this Stipulated Order.



3. After the closing of the sale of all or substantially all of the assets of AWD and SWD to Winters Bros. Waste Systems of CT, LLC, the third party contract purchaser of the aforementioned assets, a total of \$600,000.00 shall be paid to the State in the manner set forth in the Settlement Agreement, to be held for purposes of distribution to AWD and SWD commercial customers that meet the State's eligibility requirements for distribution.

4. The State shall have sole and final discretion as to whether a commercial customer is eligible to receive a distribution and what amount, if any, the commercial customer is entitled to.

5. No earlier than 120 days and no later than 180 days of receiving the settlement funds, the State shall:

- a) Publish notice of the settlement in the Danbury News Times. The notice shall advise eligible commercial customers having entered into contracts prior to June 2006, as defined in Exhibit C, to request a claim form from the Office of the Attorney General ("OAG"). The claim form shall be in substantially the same form as attached hereto as Exhibit B; and
- b) Mail notice and a claim form to those currently known commercial customers that the State has identified as potentially eligible for a distribution.

6. To qualify for a distribution, claim forms must be received by the OAG on or before the date that is ninety (90) days after the date that the notice is published and/or mailed (the "Bar Date"). Any claim forms received after the Bar Date shall not be allowed and shall receive no distribution.

7. The State, either itself or through a third party administrator retained by the State, shall review, evaluate, and administer the processing of eligible commercial customer claims according to the Claims Procedures attached hereto as Exhibit C. The State shall be solely responsible for all costs associated with the implementation of the distribution plan and distribution procedures. The State shall be entitled to deduct all costs associated with the notice and administration of the claims process from the settlement funds prior to making any distributions to eligible customers.

8. Any distribution determined by the State to be appropriate and thereafter made to an eligible commercial customer shall constitute full and final satisfaction of the claim(s) of such eligible commercial customer and neither the State, Galante, AWD, SWD, nor any successor, assignee or purchaser of any asset(s) of AWD or SWD (including, without limitation, Winters) shall have any further obligation(s) or liability(ies) in connection therewith.

9. In the event that there are any funds remaining after all distributions have been made to eligible commercial customers, such excess funds shall be paid to the State's General Fund.

#### **ORDER OF THE COURT**

So ordered and approved.

Dated at Hartford, Connecticut this \_\_ day of \_\_\_\_\_, 2011.

BY THE COURT,

\_\_\_\_\_  
Honorable Robert B. Shapiro  
Judge, Superior Court for the State of Connecticut

# EXHIBIT A

## SETTLEMENT AGREEMENT

## **SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT (the "Settlement Agreement") is entered into this 31st day of March, 2011 by and between the Connecticut Attorney General acting on behalf of the State of Connecticut (the "State"); James E. Galante ("Galante"); Automated Waste Disposal, Inc. ("AWD") and Superior Waste Disposal Inc. ("SWD").

Whereas, the State instituted a lawsuit on behalf of the State against Galante, which lawsuit was filed in the Superior Court of the State of Connecticut, Docket Number X04-HHD-CV09-5033841S (the "State's Lawsuit"); and

Whereas, the State's Lawsuit alleged violations of the Connecticut Unfair Trade Practices Act and the Connecticut Antitrust Act; and

Whereas, Galante denies those allegations alleging such violations; and

Whereas, in the State's Lawsuit, Galante, with permission of the Court, served and filed a third-party complaint against AWD and SWD seeking to enforce alleged rights to indemnification and to equitable contribution from AWD and SWD (the "Galante Claims"); and

Whereas, AWD and SWD deny those allegations that assert such rights to indemnification and equitable contribution; and

Whereas, the State, Galante, AWD and SWD are desirous of settling the Attorney General's Lawsuit and the Galante Claims;

Now, therefore, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and without the admission of any liability or wrongdoing by any party hereto, and without the finding of any fact(s) or conclusion(s) of law, the State, Galante, AWD and SWD agree as follows:

1. For purposes of this Settlement Agreement, in addition to the terms defined elsewhere in this Settlement Agreement, the following definitions shall apply:



- i. "Plea Agreement" means that letter confirming a plea agreement between Galante and the United States Attorney's Office for the District of Connecticut dated June 3, 2008 in United States v. James E. Galante, et al., in the United States District Court for the District of Connecticut, Docket Number, Criminal No. 3:06cr161 (EBB) ; and
- ii. "Forfeited Companies" means the companies forfeited by Galante pursuant to the terms of the Plea Agreement; and
- iii. "Federal Indictment" means the Superseding Indictment filed on June 12, 2007 in United States v. James E. Galante, et al., in the United States District Court for the District of Connecticut, Criminal No. 3:06cr161 (EBB); and
- iv. "Indemnity Obligations" means the indemnity and hold harmless rights and obligations contained on page 5 of the Plea Agreement; and
- v. "Galante Proceeds" means the \$10,750,000 due to Galante, pursuant to the terms of the Plea Agreement, which is to be paid either to Mr. Galante or to the escrow agent appointed by an Order of the U.S. District Court in Milo v. Galante, Civil No. 3:09CV1389 (JBA); and
- vi. "Environmental Laws" means all federal, state and local statutes, laws, regulations, rules, ordinances, judgments, orders, regulations, licenses and permits relating to pollution or protection of health, safety or the environment, including, without limitation, laws relating to releases or threatened releases of hazardous substances, hazardous wastes, oils, pollutants or contaminants into the indoor or outdoor environment (including, without limitation, ambient air, surface water, ground water,



land, surface and subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, release, transport or handling of hazardous substances, hazardous wastes, oils, pollutants or contaminants and also specifically including, but not limited to the Federal Water Pollution Control Act (33 U.S.C. §1251 *et. seq.*), Resources Conservation and Recovery Act (42 U.S.C. §6901 *et. seq.*), Safe Drinking Water Act (42 U.S.C. §3000(f) *et. seq.*), Toxic Substances Control Act (15 U.S.C. §2601 *et. seq.*), Clean Air Act (42 U.S.C. §7401 *et. seq.*), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 *et. seq.*), and other similar state and local statutes; and

- vii. “Liabilities” means liabilities, claims, damages, actions, suits, proceedings, demands, assessments, adjustments, penalties, losses, costs and expenses whatsoever (including court costs, reasonable attorneys’ and expert witness fees and expenses and expenses of investigation); and
- viii. “Losses” of a person or entity means any and all manner of losses, Liabilities, damages, claims, obligations, causes of action, awards, judgments, costs and/or expenses (including, without limitation, reasonable attorneys’ fees and costs ) actually suffered or incurred by such person or entity; and
- ix. “Company”, when referred to individually, and “Companies”, when referred to collectively, shall mean the twenty-five (25) companies that are named in the Federal Indictment and which are listed on Attachment A of the Plea Agreement.

2. AWD and SWD shall pay or cause to be paid to the State an aggregate amount of \$300,000 from the closing proceeds resulting from AWD and SWD's transfer of ownership of all or substantially all of the assets of the Forfeited Companies to Winters Bros. Waste Systems of CT, LLC ("Winters LLC") or its permitted Assignee (collectively "Winters"), such obligation being joint and several between AWD and SWD (the "AWD and SWD Payment");
3. Galante shall pay to the State \$300,000 which amount shall be paid from the closing proceeds, and which amount shall be credited as a partial payment by the Government of the Galante Proceeds (the "Galante Payment");
4. The State, Galante, AWD and SWD shall file the Stipulated Order Approving Settlement Agreement and Distribution Plan attached hereto as Exhibit A and the AWD and SWD Payment and the Galante Payment may be distributed in accordance therewith, or in any other manner approved by the Court and otherwise permissible by law;
5. Upon receipt of the AWD and SWD Payment and the Galante Payment, the State shall execute and deliver to Galante and to AWD, SWD and any affiliate or successor thereof, a release and covenant not to sue in the form attached hereto as Exhibit B.
6. Upon the State's receipt of the AWD and SWD Payment and the Galante Payment, Galante shall execute and deliver to AWD and SWD a release in the form attached hereto as Exhibit C.
7. The Galante release shall release the entities that are the Forfeited Companies and Winters, as purchaser of all or substantially all of the assets of the entities that are the Forfeited Companies, from the Indemnity Obligations, except that the entities that are the Forfeited Companies and Winters, and each of their successors, assigns and purchasers, shall continue to be obligated to indemnify, defend and hold harmless James E. Galante, individually, and his spouse, children and heirs, from and against any and all Losses or Liabilities hereinafter incurred



by Galante in or by reason of his capacity(ies) as a prior owner, officer, employee and/or manager of any Company(ies) solely to the extent such Loss(es) or Liability(ies) (i) is the result of a civil or administrative claim or lawsuit claiming Losses or Liabilities attributable to environmental harm, injury or damage, which Losses or Liabilities are the result of an act(s) or omission(s) or violation(s) of Environmental Laws of or by any Company(ies) during the period when Galante was an owner, officer or manager of such Company(ies); (ii) such complained of act(s) or omission(s) occurred in the context of the business activities of such Company(ies) at the specific locations identified on Exhibit D; and (iii) the act(s) or omission(s) of such Company(ies) resulting in the complained of Environmental Losses or Liabilities did not at the time of commission or omission, constitute a criminal violation(s) of any applicable Environmental Law. The prevailing party in any lawsuit concerning the scope, extent or interpretation of this indemnification obligation shall be entitled to recover from the other party the reasonable attorneys fees and litigation expenses incurred in connection with such lawsuit. The standard of proof for establishing that any act or omission constituted “a criminal violation(s) of any applicable Environmental Law,” pursuant to Paragraph (iii) above, shall be beyond a reasonable doubt.

8. By entering into this settlement, the State: a) does not assume any liability to any other party, including, without limitation, any indemnification liability to Galante with respect to customer claims for payments to be made hereunder or otherwise; and b) does not waive sovereign immunity with respect to any claims that may be made against it.

9. Each signatory hereto represents and warrants that it has the authority to enter into this Agreement.

10. This Settlement Agreement, including all of the exhibits attached hereto, constitutes all agreements between the parties hereto. This Settlement Agreement shall not be amended or

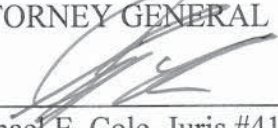
modified in any way without the written consent of all of the parties hereto. This Settlement Agreement shall not be construed against any party preparing it, but shall be construed as if all parties jointly prepared the Settlement Agreement and any uncertainty or ambiguity shall not be interpreted against any one party.

11. This Settlement Agreement may be executed in duplicate counterparts, each of which shall constitute an original and all of which together shall be deemed a single document.

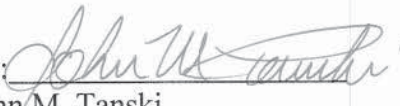
**IN WITNESS WHEREOF**, the parties, by their duly authorized representatives, affix their signatures hereto and execute this Settlement Agreement on March 31, 2011:

**STIPULATED AND AGREED TO** as of the date set forth in the caption hereof.

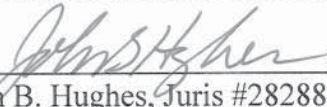
PLAINTIFF STATE OF CONNECTICUT  
GEORGE JEPSEN  
ATTORNEY GENERAL

By:   
Michael E. Cole, Juris #417145  
Chief, Antitrust Department  
Gary Becker, Juris #427511  
Laura J. Martella, Juris. #430264  
Assistant Attorneys General  
55 Elm Street  
Hartford, CT 06106  
Tel: (860) 808-5040  
Fax: (860) 808-5585

DEFENDANT AND THIRD-PARTY  
PLAINTIFF JAMES E. GALANTE

By:   
John M. Tanski  
Axinn, Veltrop & Harkrider LLP  
90 State House Square  
Hartford, CT 06103  
Tel: (860) 275-8100  
Fax: (860) 275-8101  
Juris #416640

THIRD-PARTY DEFENDANTS  
AUTOMATED WASTE DISPOSAL, INC. and  
SUPERIOR WASTE DISPOSAL, INC.

By:   
John B. Hughes, Juris #28288  
Chief, Civil Division  
Michelle L. McConaghy, Juris #27157  
Assistant U.S. Attorney  
157 Church Street, 23<sup>rd</sup> Floor  
New Haven, CT 06510  
Tel: (203) 821-3700  
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**Exhibit A**

**[Stipulated Order Approving Settlement Agreement and Distribution Plan]**

NO.: X04-HHD-CV09-5033841-S	:	SUPERIOR COURT
	:	
STATE OF CONNECTICUT	:	COMPLEX LITIGATION DOCKET
	:	AT HARTFORD
v.	:	
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JAMES E. GALANTE	:	
	:	
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	:	
AUTOMATED WASTE DISPOSAL, INC. :		
and SUPERIOR WASTE DISPOSAL, INC. :		April __, 2011

**STIPULATED ORDER APPROVING SETTLEMENT AGREEMENT  
AND DISTRIBUTION PLAN**

The Joint Motion for Entry of a Stipulated Order Approving Settlement and Distribution Agreement (the “Stipulated Order”) of Plaintiff State of Connecticut (the “State”), Defendant and Third-Party Plaintiff James E. Galante, and Third-Party Defendants Automated Waste Disposal, Inc. (“AWD”) and Superior Waste Disposal, Inc. (“SWD”) (collectively, the “Parties”), having come before the Court and the Parties having stipulated to the entry of the Stipulated Order, and no further notice or hearing being required, and just cause appearing therefor

**IT IS HEREBY ORDERED THAT:**

1. The Settlement Agreement attached hereto as Exhibit A and incorporated into this Stipulated Order by reference is hereby adopted and approved.
2. Jurisdiction is retained by this Court for the purpose of enabling the Parties to apply to this Court at any time upon proper notice to the adverse party for such further orders and directions as may be necessary or appropriate for the construction, modification, enforcement, execution, or satisfaction of this Stipulated Order.

3. After the closing of the sale of all or substantially all of the assets of AWD and SWD to Winters Bros. Waste Systems of CT, LLC, the third party contract purchaser of the aforementioned assets, a total of \$600,000.00 shall be paid to the State in the manner set forth in the Settlement Agreement, to be held for purposes of distribution to AWD and SWD commercial customers that meet the State's eligibility requirements for distribution.

4. The State shall have sole and final discretion as to whether a commercial customer is eligible to receive a distribution and what amount, if any, the commercial customer is entitled to.

5. No earlier than 120 days and no later than 180 days of receiving the settlement funds, the State shall:

- a) Publish notice of the settlement in the Danbury News Times. The notice shall advise eligible commercial customers having entered into contracts prior to June 2006, as defined in Exhibit C, to request a claim form from the Office of the Attorney General ("OAG"). The claim form shall be in substantially the same form as attached hereto as Exhibit B; and
- b) Mail notice and a claim form to those currently known commercial customers that the State has identified as potentially eligible for a distribution.

6. To qualify for a distribution, claim forms must be received by the OAG on or before the date that is ninety (90) days after the date that the notice is published and/or mailed (the "Bar Date"). Any claim forms received after the Bar Date shall not be allowed and shall receive no distribution.

7. The State, either itself or through a third party administrator retained by the State, shall review, evaluate, and administer the processing of eligible commercial customer claims according to the Claims Procedures attached hereto as Exhibit C. The State shall be solely responsible for all costs associated with the implementation of the distribution plan and distribution procedures. The State shall be entitled to deduct all costs associated with the notice and administration of the claims process from the settlement funds prior to making any distributions to eligible customers.

8. Any distribution determined by the State to be appropriate and thereafter made to an eligible commercial customer shall constitute full and final satisfaction of the claim(s) of such eligible commercial customer and neither the State, Galante, AWD, SWD, nor any successor, assignee or purchaser of any asset(s) of AWD or SWD (including, without limitation, Winters) shall have any further obligation(s) or liability(ies) in connection therewith.

9. In the event that there are any funds remaining after all distributions have been made to eligible commercial customers, such excess funds shall be paid to the State's General Fund.

#### **ORDER OF THE COURT**

So ordered and approved.

Dated at Hartford, Connecticut this \_\_\_ day of \_\_\_\_\_, 2011.

BY THE COURT,

\_\_\_\_\_  
Honorable Robert B. Shapiro  
Judge, Superior Court for the State of Connecticut



# EXHIBIT A

## SETTLEMENT AGREEMENT

# EXHIBIT B

## PROOF OF CLAIM FORM

**PROOF OF CLAIM FORM**

Name, Address and Phone Number of Claimant (and email as applicable):

Name and Address at which trash service provided:

Did you have a regular monthly service agreement with either Automated Waste Disposal, Inc. or Thomas Refuse Services for disposal of commercial waste from this property during any time from September 30, 2002 to November 30, 2004? (Note that seasonal, one-time, C&D, recycling, cardboard, roll-off and/or residential service is not eligible). If so, indicate the type of waste, frequency and capacity of pickup under this contract.

Contract start date:

Service termination date:

Regular contractual monthly fee in September 2002:

Regular contractual monthly fee in November 2004:

Did you change frequency of pickup or capacity at any time between October 1, 2002 and May 31, 2006? If so, indicate what changed and what the new invoice amount was following the change.

Did your monthly fee increase by approximately 10% in October 2002? \_\_\_\_\_. Did your monthly fee increase by approximately 10% in December 2004? \_\_\_\_\_. Were either of these increases subsequently reversed in whole or in part? \_\_\_\_\_. If yes, specify date and amount of change.

Have you attached invoices, cancelled checks or other evidence of payment for each month that you are making a claim? If you have a copy of your service agreement, have you attached it?

**I hereby certify that the information contained on this claim form and any documents submitted herewith is true, accurate and complete.**

---

**Signature & Date**

# EXHIBIT C

## CLAIMS PROCEDURE



Connecticut v. Galante

Requirements for an allowable claim against the settlement fund

1. The claimant must have had a waste disposal contract with Automated Waste Disposal Inc. ("AWD") or Thomas Refuse Services that was in effect as of September 30, 2002 and/or as of November 30, 2004. Contracts terminating on or before September 30, 2002 and contracts commencing on or after December 1, 2004 are not eligible.
2. The contract must have been for disposal of FEL or REL municipal solid waste only, not construction and demolition debris, not recycling, not cardboard and not roll-off.
3. The contract must have been for a commercial property, not a residence or municipality.
4. The contract must have been for a business located in one of the following municipalities only: Bethel; Bridgewater; Brookfield; Danbury; Kent; New Fairfield; New Milford; Newtown; Redding; Ridgefield; Sherman.
5. The contract must have been for regular, monthly, year-round pickup -- not seasonal or single use.
6. The claimant's invoices or office file must evidence an increase attributed to disposal cost increases on October 1, 2002 and/or an increase on December 1, 2004.
7. The claim form and adequate supporting documents must have been received by the Office of the Attorney General no later than the Bar Date established by the Court. Claims submitted after this Bar Date will not be paid.
8. The Office of the Attorney General shall have sole discretion to determine if a claim is allowable.

Amount of claim

1. The maximum allowable claim amount shall be calculated as follows:
  - a. For customers with contracts in effect as of September 30, 2002: 10% of the regular monthly fee then in effect from October 1, 2002 until the earlier of: a) May 31, 2006 or b) the termination of service for that customer, plus 10% of the regular monthly fee in effect as of November 30, 2004 from December 1, 2004 until the earlier of: a) May 31, 2006 or b) the termination of service for that customer.
  - b. For customers commencing service after September 30, 2002 and prior to December 1, 2004: 10% of regular monthly fee in effect as of November 30, 2004 from December 1, 2004 until the earlier of: a) May 31, 2006 or b) the termination of service for that customer.

2. Actual allowable claim amounts shall be adjusted downward to account for decreases in either frequency or capacity during the relevant period resulting in lower monthly invoices. The actual allowable claim amount shall also be reduced to the extent that the invoices were not paid by the claimant. Finally, actual allowable claims shall be adjusted downward to the extent that the records for a claimant show a full or partial reversal of either of the October 2002 or December 2004 cost increases.
3. The Office of the Attorney General shall have sole discretion to determine the amount of any allowable claim.
4. In the event that the total dollar amount of actual allowable claims exceeds the amount of the settlement fund (after a deduction for administrative expenses), each allowable claim shall be entitled to its pro rata share of the settlement fund, which shall be determined by its relation to the total dollar amount of actual allowable claims submitted divided by the total settlement fund remaining after recovery of the administration expenses incurred by the Attorney General's office.
5. If the total dollar amount of actual allowable claims does not exceed the settlement amount (after payment of administrative expenses), each claimant shall receive the actual allowable claim amount. Any excess remaining shall be paid to the State of Connecticut General Fund.

#### Required Proof of Claim

1. Each claimant shall submit to the Office of the Attorney General, on or before the designated Bar Date, a claim form substantially in the form attached hereto.
2. Claim forms must be accompanied by invoices, cancelled checks or other satisfactory evidence showing payments made by the claimant to AWD or Thomas Refuse Services Inc. during the relevant period for which the claim is made.
3. Claim forms that do not substantially comply with the attached form, that are received after the Bar Date, that fail to contain complete and accurate information, and/or that fail to enclose adequate supporting documentation will not be considered or allowed.

**Exhibit B**

**[State of Connecticut Release of Galante]**



## **RELEASE**


This Release is made by the Attorney General of the State of Connecticut on behalf of the State of Connecticut and (i) on behalf of all of its instrumentalities, departments, and agencies, and (ii) to the maximum extent permitted by law, on behalf of all persons and entities on whose behalf the State brought suit in the State's Lawsuit. The State, as so defined, is referred to herein as the "Releasors". The "Releasees" are (i) James E. Galante and his spouse, children, heirs, successors and assigns; (ii) all entities that are Forfeited Companies that are subject of the sale; (iii) all successors, assigns, affiliates or subsidiaries of each such entity that is a Forfeited Company that is the subject of the sale; and (iv) Winters Bros. Waste Systems of CT, LLC, its affiliates, subsidiaries and permitted assignees ("Winters"), as purchaser of all or substantially all of the assets of the entities that constitute the Forfeited Companies that are the subject of the sale.

Unless otherwise defined herein, capitalized terms in this release have the meaning ascribed to them in the Settlement Agreement executed on March 31, 2011 by the State of Connecticut, Galante, AWD and SWD as to which this Release is attached as Exhibit B.

For valuable consideration, receipt of which is hereby acknowledged, the Releasor hereby fully, finally and forever irrevocably releases each and every one of the Releasees from any and all civil claims, demands, actions, causes of action, suits, rights, damages, injuries, liabilities, and controversies of every nature and description whatsoever, known or unknown, in law or in equity, that Releasor has, ever has had, or may in the future have against Releasees arising from or in any manner related to (1) any of the conduct or activities set forth and described in the Complaint, the Amended Complaint or the Second Amended Complaint in the State's Lawsuit, or (2) any of the conduct or activities set forth and described in the Federal Indictment, except, however, this release does not apply to (a) claims with respect to Galante's, AWD's or SWD's compliance with the terms of the Settlement Agreement; (b) any liability under state revenue codes; or (c) any criminal liability.



**GEORGE JEPSEN**  
**ATTORNEY GENERAL**

By:   
**Michael E. Cole**  
**Assistant Attorney General**  
**Chief, Antitrust Department**

**Exhibit C**

**[Galante Release of AWD and SWD]**

## RELEASE

This Release is made by James E. Galante referred to herein as the "Releasor". The "Releasees" are (i) all entities that are Forfeited Companies; (ii) all successors, assigns, affiliates or subsidiaries of each such entity that is a Forfeited Company; and (iii) Winters Bros. Waste Systems of CT, LLC and its affiliates, subsidiaries, officers, members and permitted assignees ("Winters") as purchaser of all or substantially all of the assets of the entities that constitute the Forfeited Companies.

Unless otherwise defined herein, Capitalized terms in this release have the meaning ascribed to them in the Settlement Agreement executed on March 31, 2011 by the State, Galante, AWD and SWD as to which this Release is attached as Exhibit B.

For valuable consideration, receipt of which is hereby acknowledged, the Releasor hereby fully, finally and forever irrevocably releases each and every one of the Releasees from any and all claims, demands, actions, causes of action, suits, rights, damages, injuries, liabilities, and controversies of every nature and description whatsoever, known or unknown, in law or in equity, that Releasor has, ever have had, or may have against Releasees arising from the Indemnity Obligations, except, however, this release does not apply to:

(1) claims with respect to any Releasee's compliance with the terms of the Settlement Agreement executed on March 31, 2011 by the State, Galante, AWD and SWD as to which this Release is attached as Exhibit B; or

(2) any claims by Galante, individually, or his spouse, children or heirs, asserting a right to be indemnified, defended and held harmless from and against any and all Losses or Liabilities hereinafter incurred by Galante, individually, in or by reason of his capacity(ies) as a prior owner, officer, employee and/or manager of any Company(ies) solely to the extent such Loss(es)

or Liability(ies) (i) is the result of a civil or administrative claim or lawsuit claiming Losses or Liabilities attributable to environmental harm, injury or damage, which Losses or Liabilities are the result of an act(s) or omission(s) or violation(s) of Environmental Laws of or by any Company(ies) during the period when Galante was an owner, officer or manager of such Company(ies); (ii) such complained of act(s) or omission(s) occurred in the context of the business activities of such Company(ies) at the specific locations identified on Schedule A; and (iii) the act(s) or omission(s) of such Company(ies) resulting in the complained of Environmental Losses or Liabilities did not at the time of commission or omission, constitute a criminal violation(s) of any applicable Environmental Law. The prevailing party in any lawsuit concerning the scope, extent or interpretation of this indemnification obligation shall be entitled to recover from the other party the reasonable attorneys fees and litigation expenses incurred in connection with such lawsuit. The standard of proof for establishing that any act or omission constituted "a criminal violation(s) of any applicable Environmental Law," pursuant to Paragraph (2)(iii) above, shall be beyond a reasonable doubt; or

(3) to any claims arising out of the Release Agreement executed between Galante and the United States Attorney's Office for the District of Connecticut on March 31, 2011.



**James E. Galante**

**Exhibit D**

**Certain Real Property Leased Or Used By The Forfeited Companies**



## EXHIBIT D

283-285 White Street  
Danbury, CT

307 White Street  
Danbury, CT

770-772 Derby Ave.  
Seymour, CT

38 Barnabas Road  
Newtown, CT

175 North Street  
Goshen, CT

56 Vale Road  
Brookfield, CT

345 Railroad Ave.  
Bridgeport, CT

5 Byron Ave.  
Danbury, CT

Gary W. Gray Trucking  
Billing Address  
P.O. Box 56 Route 46  
Delaware, New Jersey 07833  
908-475-3797  
Transportation & Disposal

Keystone Sanitary Landfill  
249 Dunham Drive  
Dunmore, Pennsylvania 18512  
Disposal by Gary W. Gray

Wheelabrator-Lisbon  
425 South Burnham Highway  
Lisbon, Connecticut 06351  
Disposal

Albreads Refuse  
Billing Address  
P.O. Box 569  
Torrington, Connecticut 06790  
860-482-6799  
Disposal

F & G Recycling LLC  
185 Torrington Road  
Winsted, Connecticut  
860-379-1662  
Disposal

HRR Logistics LLC  
Billing Address  
P.O. Box 687  
Old Lyme, CT 06371  
Transportation & Disposal

Ferris Mulch Products, LLC  
6 Plumtree Road  
Danbury, Connecticut 06810  
203-790-1155  
Disposal

Connecticut Resource Recovery Authority  
Billing Address  
100 Constitution Plaza-6th Floor  
Hartford, Connecticut  
860-757-7700  
Disposal

Bristol Resource Recovery  
170 Enterprise Drive  
Bristol, Connecticut 06010  
860-589-6470  
Disposal

Liberty Bell Trucking Co., Inc  
Billing Address  
200 South White Rock Road  
Holmes, New York 12531  
Transportation and Disposal

Tunnel Hill Partners  
Billing Address  
2500 Township Road  
Route # 2  
P.O. Box 625  
New Lexington, Ohio 43764  
Transportation and Disposal

W.C.A. Waste Corporation  
a.k.a. Sunny Farms Landfill (Fostoria, Ohio)  
Billing Address  
P.O. Box 553166  
Detroit, Michigan 48255-3166  
419-436-0505  
Transportation and Disposal

Princess Mulch  
203 Gray's Bridge Road  
Brookfield, Connecticut 06804  
203-740-0252  
Disposal

New Milford Farms  
Billing Address  
13600 Broadway Avenue  
Cleveland, Ohio 44125  
216-581-0100  
Disposal

Don Stevens Tire Company  
Billing Address  
60 Curtis Street  
Southington, Connecticut 06489  
Transportation and Disposal

IESI Seneca Meadows Landfill  
Billing Address  
1786 Salcaman Road  
Waterloo, New York 13165  
315-539-5624  
Disposal

Wheelabrator Connecticut Inc  
307 White Street  
Danbury, Connecticut 06810  
1-800-437-8191  
Disposal

Containers Recycling Alliance, LLC  
Franklin, Massachusetts  
Billing Address  
P.O. Box 88662  
Chicago, Illinois 60680  
Disposal

Earthmovers  
Billing Address  
93 Triangle Street  
Danbury, Connecticut 06810  
203-743-5385  
Disposal

Strategic Materials  
45 Kenwood Circle  
Franklin, Massachusetts  
Billing Address  
16365 Park Ten Place  
Suite 200  
Houston, Texas 77084  
281-647-2700  
Transportation and Disposal

Anastasio Group  
80 Middletown Avenue  
New Haven, Connecticut 06513  
203-787-5756  
Disposal

Automated Material Handling  
Billing Address  
15 Mullen Road  
Enfield, Connecticut  
860-746-3200  
Disposal

City of Bridgeport  
Billing Address  
45 Lyon Terrace  
Room 104  
Bridgeport, CT 06604  
203-576-7264

City of Milford  
Billing Address  
70 West River Street  
Milford, Connecticut 06460  
203-874-1599  
Disposal

Covanta Wallingford Associates  
510 South Cherry Street  
Wallingford, Connecticut 06492  
203-294-1649  
Billing Address  
P.O. Box 29759  
New York, New York 10087-9759

Connecticut Resources Recovery Authority  
Bridgeport Project  
Billing Address  
100 Constitution Plaza  
Hartford, Connecticut 06103  
860-757-7700  
Disposal

Connecticut Resources Recovery Authority  
Wallingford Project  
Billing Address  
100 Constitution Plaza  
Hartford, Connecticut 06103  
860-757-7700  
Disposal

Connecticut Resources Recovery Authority  
Mid Connecticut Project  
Billing Address  
100 Constitution Plaza  
Hartford, Connecticut 06103  
860-757-7700  
Disposal

CT Waste Transfer LLC  
46 Oliver Terrace  
P.O. Box 334  
Shelton, Connecticut 06484  
203-929-5488  
Disposal

Davis Holding Company LLC  
Orono que Road  
Milford, Connecticut 06460  
Billing Address  
127 Boston Post Road  
Milford, Connecticut 06460  
203-874-2533  
Disposal

F & G Railroad Hill  
Billing Address  
P.O. Box 708  
East Windsor, Connecticut 06088  
203-757-3659  
Disposal

F & G Recycling, LLCV -Waterbury  
Billing Address  
P.O. Box 708  
East Windsor, Connecticut 06088  
203-757-3659  
Disposal

FCR-Stratford  
Billing Address  
P.O. Box 1364  
Williston, Vermont 05495  
704-697-2000  
Disposal



Greencycle  
Billing Address  
295 One Rod Highway  
Fairfield, Connecticut 06824  
203-259-6852  
Disposal

Greencycle/Grillo Services LLC  
Billing Address  
1183 Oronoque Road  
Milford, Ct 06460  
203-877-5070  
Disposal

New Haven Solid Waste &  
Recycling Authority  
Billing Address  
34 Middletown Avenue  
New Haven, Connecticut 06513  
203-946-8109  
Disposal

St. Joseph's Wood Products, LLC  
Billing Address  
80 Middletown Avenue  
New Haven, Connecticut 06513  
Disposal

Stratford Baling  
80 Garfield Avenue  
Stratford, Connecticut 06615  
203-386-0791  
Disposal

Stratford Rock, LLC  
205 Watson Boulevard  
Stratford, Connecticut 06615  
203-386-1407

Town of Fairfield  
Billing Address  
725 Old Post Road  
Fairfield, Connecticut 06824  
203-256-3100  
Disposal

Town of Manchester  
Sanitation Division  
Billing Address  
1 Landfill Way  
Manchester, Connecticut  
860-647-3248  
Disposal

Town of Monroe  
Billing Address  
7 Fan Hill Road  
Monroe, Connecticut 06468  
203-452-5400  
Disposal

Town of Trumbull  
Billing Address  
Public Works Department  
Highway Department  
366 Church Hill Road  
Trumbull, Connecticut 06611  
203-452-5070  
Disposal

Waste Management of Connecticut Inc  
Billing Address  
P.O. Box 13648  
Philadelphia, Pennsylvania 19101-3648  
203-389-3600  
Disposal

Wheelabrator Bridgeport, L.P.  
Billing Address  
4 Liberty Lane West  
Hampton, New Hampshire 03842  
800-437-8191  
Disposal

Wheeler Street Recycling LLC  
Billing Address  
P.O. Box 708  
East Windsor, Connecticut 06088  
800-998-2984  
Disposal



Alliance Sanitary Landfill  
Billing Address  
398 South Keyser Avenue  
Taylor, Pennsylvania 18517  
Disposal

Apex Sanitary Landfill  
Billing Address  
11 Country Rd 78  
P.O. Box 157 Amsterdam, Ohio 43908  
Disposal

Waste Management  
Shade Landfill  
1176 Road 1  
Caimbrook, Pennsylvania 15924  
800-677-4884  
Disposal

Onzx/Veolia  
Greentree Landfill  
635 Toby Road  
Kersey, Pennsylvania 15846  
814-265-2595  
Disposal

Earthwatch Waste Systems  
Billing Address  
4950 Genesee Street  
Suite 170  
Buffalo, New York 14225  
716-681-6433  
Disposal

Fleet Environmental Services  
Billing Address  
20 Commerce Road  
Newtown, Connecticut 06470  
203-270-0095  
Disposal

Global Waste Services Inc.  
Billing Address  
South Jersey Division  
P.O. Box 156  
Cape May, New Jersey 08204  
Disposal

Saugatuck Tree & Logging  
Billing Address  
892 Main Street  
Monroe, Connecticut 06468  
Disposal

Waste Management of Pennsylvania  
Billing Address  
P.O. Box 759  
Morrisville, Pennsylvania 19767-0759  
215-736-9400  
Disposal

Waste Logistics  
Billing Address  
RR4  
Box 178W  
Lake Ariel, Pennsylvania 18436  
570-510-6186  
Disposal

WCA Waste Corporation  
aka Sunny Farms Landfill LLC  
2730 Transit Road  
West Seneca, New York 14224  
716-675-2700  
Billing Address  
P.O. Box 553166  
Detroit, Michigan 48255-3166  
419-436-0505  
Disposal

Albert Bros  
225 East Aurora Street  
Waterbury, Connecticut 06708  
203-753-4146  
Disposal

Ansonia Transfer Station  
Division Street  
Ansonia, Connecticut 06401  
203-736-5945  
Disposal

Automated Material/Waste Management  
1300 Seaview Avenue  
Bridgeport, Connecticut  
Billing Address  
P.O. Box 3027  
Houston, Texas 77253  
Disposal

Marcus Paper  
First Avenue & Wood Street  
West Haven, Connecticut 06516  
203-934-6351

PC Metal  
270 Central Avenue  
Bridgeport, Connecticut  
203-367-9328  
Disposal

Waste Management of Norwalk  
P.O. Box 5125  
Norwalk, Connecticut 06856  
Disposal

Covanata Preston  
132 Military Highway  
Preston, Connecticut 06365  
Disposal

Town of Westport  
110 Myrtle Avenue  
Westport, Connecticut 06880  
203-341-1793  
Disposal

City Carting  
61 Taylor Reed Place  
Stamford, Connecticut  
Disposal

Bill Joyce  
60 Vale Road  
Brookfield, Connecticut  
Disposal

Hudson Baylor  
237 Dupont Avenue  
Newbury, New York 12551  
Disposal

Southbury Transfer Station  
231 Kettleton Road  
Southbury, Connecticut 06488  
Disposal

Rubino's  
560 Canal Street  
Stamford, Connecticut 06902  
Disposal

We Recycle  
500 South Broad Street  
Meriden, Connecticut 06450  
Disposal

All Container Recovery  
Billing Address  
103 South Main Street  
Box 12  
Newtown, CT 06470  
203-364-9710  
Disposal/Recycling Material

American Independent Paper  
Billing Address  
15 South Depot Plaza  
Tarrytown, New York  
914-631-8285  
Disposal/Recycling Material

American Paper  
Billing Address  
87 Central Street  
Mansfield, Massachusetts  
518-396-9300  
Disposal/Recycling Material

Bill Herlihy Barrel Company  
6 Carver Street  
Granby, Massachusetts 01033  
413-538-9262  
Disposal/Recycling Material

Canada Fibers  
Billing Address  
322 Homer Avenue  
Toronto, Canada M8W1Z3  
203-481-4007  
Disposal/Recycling Material

Canusa Hershman Recycling  
Billing Address  
9 Business Park Drive  
Branford, Connecticut 06405  
203-315-3134  
Disposal/Recycling Material

Cellmark,  
Billing Address  
200 Tamal Plaza Suite 200  
Corte Madera, California 94925  
203-299-5000  
Disposal/Recycling Material

Conti Group  
Billing Address  
1661 46th Street  
Brooklyn, New York 11204  
718-435-8600  
Disposal/Recycling Material

Harmon Associates  
Billing Address  
2 Jericho Plaza  
Suite 110  
Jericho, New York 11753  
516-997-3400  
Disposal/Recycling Material

Kruger Inc  
Billing Address  
5820 Place Turcot  
Montreal, Canada H4C 1 W3  
514-595-7447  
Disposal/Recycling Material

Mercury Recycling  
Address  
257 Barrett Hill Road  
Mahopac, New York 10541  
845-628-6028  
Disposal/Recycling Material

Metro Fibers  
Billing Address  
81 Chambers Street  
Fairfield, Connecticut 06825  
203-579-7566  
Disposal/Recycling Material

Precision Magnetic  
Billing Address  
14 Meadow Crest Street  
Woodbury, Connecticut 06798  
203-982-3550  
Disposal/Recycling Material

Rand Whitney Containerboard  
Billing Address  
P.O. Box 336  
Route 163  
Montville, Connecticut 06353  
617-285-3362  
Disposal/Recycling Material

Recycle America/Waste Management

Billing Address

6255 Sheridan Drive

Suite 412

Williamsville, New York 14221

716-626-7818

Disposal/Recycling Material



# EXHIBIT B

## PROOF OF CLAIM FORM

**Return form to:** Office of the Attorney General, 55 Elm St., Hartford, CT 06106. Attn: Lori Measer

## **PROOF OF CLAIM FORM**

Name, Address and Phone Number of Claimant (and email as applicable):

Name and Address at which trash service provided:

Did you have a regular monthly service agreement with either Automated Waste Disposal, Inc. or Thomas Refuse Services for disposal of commercial waste from this property during any time from September 30, 2002 to November 30, 2004? (Note that seasonal, one-time, C&D, recycling, cardboard, roll-off and/or residential service is not eligible). If so, indicate the type of waste, frequency and capacity of pickup under this contract.

Contract start date:

Service termination date:

Regular contractual monthly fee in September 2002:

Regular contractual monthly fee in November 2004:

Did you change frequency of pickup or capacity at any time between October 1, 2002 and May 31, 2006? If so, indicate what changed and what the new invoice amount was following the change.

Did your monthly fee increase by approximately 10% in October 2002? \_\_\_\_\_. Did your monthly fee increase by approximately 10% in December 2004? \_\_\_\_\_. Were either of these increases subsequently reversed in whole or in part? \_\_\_\_\_. If yes, specify date and amount of change.

Have you attached invoices, cancelled checks or other evidence of payment for each month that you are making a claim? If you have a copy of your service agreement, have you attached it?

**I hereby certify that the information contained on this claim form and any documents submitted herewith is true, accurate and complete.**

---

**Signature & Date**

# EXHIBIT C

## CLAIMS PROCEDURE

## Connecticut v. Galante

### Requirements for an allowable claim against the settlement fund

1. The claimant must have had a waste disposal contract with Automated Waste Disposal Inc. ("AWD") or Thomas Refuse Services that was in effect as of September 30, 2002 and/or as of November 30, 2004. Contracts terminating on or before September 30, 2002 and contracts commencing on or after December 1, 2004 are not eligible.
2. The contract must have been for disposal of FEL or REL municipal solid waste only, not construction and demolition debris, not recycling, not cardboard and not roll-off.
3. The contract must have been for a commercial property, not a residence or municipality.
4. The contract must have been for a business located in one of the following municipalities only: Bethel; Bridgewater; Brookfield; Danbury; Kent; New Fairfield; New Milford; Newtown; Redding; Ridgefield; Sherman.
5. The contract must have been for regular, monthly, year-round pickup -- not seasonal or single use.
6. The claimant's invoices or office file must evidence an increase attributed to disposal cost increases on October 1, 2002 and/or an increase on December 1, 2004.
7. The claim form and adequate supporting documents must have been received by the Office of the Attorney General no later than the Bar Date established by the Court. Claims submitted after this Bar Date will not be paid.
8. The Office of the Attorney General shall have sole discretion to determine if a claim is allowable.

### Amount of claim

1. The maximum allowable claim amount shall be calculated as follows:
  - a. For customers with contracts in effect as of September 30, 2002: 10% of the regular monthly fee then in effect from October 1, 2002 until the earlier of: a) May 31, 2006 or b) the termination of service for that customer, plus 10% of the regular monthly fee in effect as of November 30, 2004 from December 1, 2004 until the earlier of: a) May 31, 2006 or b) the termination of service for that customer.
  - b. For customers commencing service after September 30, 2002 and prior to December 1, 2004: 10% of regular monthly fee in effect as of November 30, 2004 from December 1, 2004 until the earlier of: a) May 31, 2006 or b) the termination of service for that customer.



2. Actual allowable claim amounts shall be adjusted downward to account for decreases in either frequency or capacity during the relevant period resulting in lower monthly invoices. The actual allowable claim amount shall also be reduced to the extent that the invoices were not paid by the claimant. Finally, actual allowable claims shall be adjusted downward to the extent that the records for a claimant show a full or partial reversal of either of the October 2002 or December 2004 cost increases.
3. The Office of the Attorney General shall have sole discretion to determine the amount of any allowable claim.
4. In the event that the total dollar amount of actual allowable claims exceeds the amount of the settlement fund (after a deduction for administrative expenses), each allowable claim shall be entitled to its pro rata share of the settlement fund, which shall be determined by its relation to the total dollar amount of actual allowable claims submitted divided by the total settlement fund remaining after recovery of the administration expenses incurred by the Attorney General's office.
5. If the total dollar amount of actual allowable claims does not exceed the settlement amount (after payment of administrative expenses), each claimant shall receive the actual allowable claim amount. Any excess remaining shall be paid to the State of Connecticut General Fund.

#### Required Proof of Claim

1. Each claimant shall submit to the Office of the Attorney General, on or before the designated Bar Date, a claim form substantially in the form attached hereto.
2. Claim forms must be accompanied by invoices, cancelled checks or other satisfactory evidence showing payments made by the claimant to AWD or Thomas Refuse Services Inc. during the relevant period for which the claim is made.
3. Claim forms that do not substantially comply with the attached form, that are received after the Bar Date, that fail to contain complete and accurate information, and/or that fail to enclose adequate supporting documentation will not be considered or allowed.