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
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 DISOSAL, 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, 23rd Floor
New Haven, CT 06510
Tel: (203) 821-3700
Fax: (203) 773-5373

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.	:	

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 DISOSAL, 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, 23rd Floor
New Haven, CT 06510
Tel: (203) 821-3700
Fax: (203) 773-5373

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.	:	
JAMES E. GALANTE	:	
v.	:	
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

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.

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

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

F &G Recycling LLC
185 Torrington Road
Winstead, 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 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.