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IRIS Y. MARTINEZ  
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COOK COUNTY, IL  
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**IN CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION**

TANISHA RODRIGUEZ, )  
on behalf of herself and all others similarly situated,) )  
 )  
A Proposed Class Action )  
 )  
Plaintiff, )  
 )  
 )  
V. )  
 )  
 )  
MAT ASPHALT LLC, )  
 )  
Defendant. )

Case No. 2020-CH-07031  
Hon. Neil H. Cohen

**SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

THIS SETTLEMENT AGREEMENT (“Agreement”) is made as of the 17th day of August, 2023, between MAT Asphalt LLC ( “Defendant”) and the representative Plaintiff Tanisha Rodriguez (individually as “Plaintiff”) and the Settlement Class defined herein (collectively as “Plaintiff,” “Class” or “Settlement Class”) (Defendant and Plaintiff individually as “Party” and collectively as “Parties”). Under this Agreement, Plaintiff agrees to provide the Release of her Claims against the Defendant as defined herein, and Defendant agrees to the relief specified herein.

**RECITALS AND DEFINITIONS**

1. Recitals.

WHEREAS:

- a. The Definitions appearing in Section 2 and other terms defined in this Agreement are incorporated by reference in these Recitals.
- b. Defendant MAT Asphalt owns and operates a hot asphalt manufacturing plant

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(“Facility”) located at 2055 W. Pershing Road in the City of Chicago, County of Cook, State of Illinois.

c. Plaintiff alleges that she and the putative Class Members have suffered damages and seek injunctive relief because of the Facility’s operations.

d. Plaintiff, on behalf of herself and the putative Class Members, filed a putative Class Action against Defendant (the “Class Action” or “Action”). Plaintiff and Plaintiff’s counsel (“Class Counsel”) have made a comprehensive and thorough investigation of the claims and allegations asserted in the Action, the facts and circumstances relevant thereto, and Defendant’s contentions and affirmative defenses, as well as conducted legal research concerning the viability of Plaintiff’s claims.

e. Defendant vigorously denies all allegations of wrongdoing and liability made in the Action. Defendant considers it desirable, however, to enter into this Agreement without in any way acknowledging any fault or liability, and solely for the purpose of terminating this Action to avoid the cost, expense, inconvenience, uncertainty, distraction, time, and effort required to continue to defend such complex, burdensome, and protracted litigation, and to permit the continued operation of its affairs unfettered by the tangible and intangible expense of the Action and the distraction and diversions of itself and of its key personnel.

f. This Agreement and all related communications and documents are not and shall not be construed as an admission or concession by Defendant of any fault or liability or wrongdoing, or of any alleged nuisance, trespass, negligence, damage, injury, harm, deficiencies, faults, errors or omissions of any nature whatsoever of or by Defendant or operations at the Facility and shall not be offered as evidence of any such liability or wrongdoing in this or any future proceeding. Moreover, this Agreement and all related documents and communications are

not and shall not be construed to be an admission or concession by any Defendant Releasee of the appropriateness of class certification in this Action. Nor shall this Agreement and all related documents and communications be construed to be an admission by any Defendant Releasee in any case other than in this Action. The Parties agree that the facts and circumstances of this Action are unique, and as such, the Parties agree that this Agreement, settlement, and acquiescence to a settlement class on the part of the Defendant Releasees are for settlement purposes only and will apply only to the facts and circumstances of this Action and shall not be considered in any other proceeding, case or set of facts, except to the extent expressly provided in this Agreement.

g. The Parties specifically agree that neither Defendant's execution of the Agreement, nor anything referred to herein, nor any action taken to carry out this Agreement, is or may be construed as an admission by or against Defendant, or deemed to be evidence: (i) of the validity of any of the claims made by Plaintiff or of any liability to the Settlement Class; (ii) that Defendant violated any laws, rules, or regulations; or (iii) that this Action (or any other lawsuit) is properly maintainable as a class action or properly certifiable by a court as such.

h. Class Counsel are familiar with the claims being settled and the defenses asserted. Class Counsel have conducted a thorough investigation relating to the claims and underlying events and transactions alleged in the First Amended Complaint in this Action. Based upon their investigation, and evaluation of the facts and law relating to the matters alleged in the Action, Plaintiff, Class Counsel and the Class have agreed to settle the Action, pursuant to the terms of this Agreement, after considering such factors as: (i) the substantial benefits to Plaintiff and the Class under the terms of this Agreement; (ii) the uncertainty of being able to prove the allegations in the Action; (iii) the uncertainty of being able to overcome Defendant's defenses thereto,

including, but not limited to, defenses based on: statutes of limitations; acquiescence; lack of damages, including no diminished property value; full use and enjoyment of the neighborhood; failure to meet class certification standards; laches; causation; waiver; the alleged conduct being in compliance with applicable environmental laws, regulations and notices; and Defendant acting in good faith; (iv) the attendant risks of litigation, especially in complex actions such as this, as well as the difficulties and delays inherent in such litigation; (v) the difficulty of certifying a class; and (vi) the desirability of consummating this Agreement promptly, in order to provide effective relief to Plaintiff and the Class without delay. Class Counsel believe that the Action has substantial merit. However, Class Counsel recognize and acknowledge that the expense, risk and length of continued proceedings necessary to prosecute the Action against Defendant through discovery, class certification, dispositive motions, trial and appeals would be a costly, time-consuming and risky undertaking. Class Counsel also have considered the uncertain outcome of the pending, and any future, class certification motions and the risk of further litigation, especially in a complex suit such as this Action, as well as the difficulties and delays inherent in such litigation. Class Counsel have also taken into account, among other things, the strengths and uncertainties of the claims asserted in the Litigation and the substantial benefits to be conferred on the Class by the settlement set forth in this Agreement, and whether the terms and conditions of this Agreement are fair, reasonable and adequate. Class Counsel, therefore, have determined that the terms set forth in this Agreement are in the best interest of the Class.

i. The Parties have engaged in intensive, arms-length negotiations concerning the settlement of Plaintiffs' claims against Defendant. The settlement negotiations have included, but are not limited to, a full-day mediation before the Hon. Sidney I. Schenkier in October of 2022, which included the participation of Defendant's insurers.

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

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

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

m. Defendant has agreed to settle the Action as part of a complete settlement and a release of all Released Claims, as defined in Section 2 below.

IT IS STIPULATED, CONSENTED TO AND AGREED BY AND BETWEEN the Parties, through the undersigned counsel and representatives on behalf of their respective clients and the Settlement Class, intending to be legally bound hereby, and in consideration of the promises, mutual covenants, and conditions contained herein, subject to the approval of the Court, for purposes of the settlement only and to fully resolve and settle the Class Action and all claims of the Settlement Class against Defendant that were or could have been raised within Plaintiff's First Amended Complaint that occurred at any point during the applicable statute of limitations, as follows:

2. Definitions.

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- a. “Administration of Settlement” or “Settlement Administration” means provision of the required Notice, receiving, assisting, and maintaining claims and proofs of claims, calculating and verifying claims, and distributing the Settlement Fund, and all actions and communications reasonably necessary or appropriate to implement these procedures.
- b. “Claim Form” shall mean the claim form, which the Class Members may complete, which is described below in Section 6 and is substantially similar in form to Exhibit E to this Agreement.
- c. “Class” and “Settlement Class,” and “Class Members” shall mean and include all owners, occupants or renters of residential property who resided within the geographic location, depicted in Exhibit A to this Agreement, which is approximately one half (.5) mile from the Facility’s property boundary during the time period of July 20, 2018, through the Effective Date (the “Class Period”) who do not affirmatively opt-out of the settlement. Specifically, the Class Area encompasses the area “Starting at S California Avenue and W 42<sup>nd</sup> Street, proceeding east to S Western Boulevard. Following S Western Boulevard south to W 43<sup>rd</sup> Street. Proceeding east on W 43<sup>rd</sup> Street to S Ashland Avenue. Following S Ashland Avenue north to W 33<sup>rd</sup> Street. Taking W 33<sup>rd</sup> Street west to S Western Boulevard. Following S Western Boulevard south to W 35<sup>th</sup> Street. Following W 35<sup>th</sup> Street to S California Avenue. Proceeding south on S California Avenue to the starting point at W 42<sup>nd</sup> Street.” The Class Area is depicted in Exhibit A.
- d. “Class Action” and “Action” shall mean the entire lawsuit captioned *Tanisha*

*Rodriguez v. MAT Asphalt LLC*, Case No. 2020-CH-07031 filed in the Circuit Court of Cook County, Chancery Division, State of Illinois.

- e. “Class Counsel” shall mean Laura L. Sheets, Esq. and Steven Liddle, Esq., (both of whom have been admitted *pro hac vice* as counsel for the Plaintiff and the putative Class for purposes of the Action) and Marshall P. Whalley, Esq. and Kara Bekelya, Esq., and all law firms in which any of them were a partner, shareholder or otherwise associated during the term of their representation of Plaintiff and the Class, including without limitation Liddle Sheets Coulson P.C. and Marshall P. Whalley & Associates, P.C. and their successors and assigns.
- f. “Class Period” shall mean the period between and including July 20, 2018, and the Effective Date.
- g. “Cooling Off Period” means that for a period of thirty (30) months after the Effective Date that no Class Member can bring a lawsuit or legal proceeding asserting or alleging any claim or cause of action arising from or relating to odors or particulate matter alleged to arise from or relate to the Facility, except any claims expressly preserved herein. The Cooling Off Period shall not prevent claims from accruing during this time but shall serve only as a bar to the initiation of litigation.
- h. “Cooling-Off Period Termination Date” shall mean the last day of the Cooling Off Period: which is thirty (30) months after the Effective Date.
- i. “Court” shall mean the Circuit Court of Cook County, Chancery Division, State of Illinois.
- j. “Defendant’s Counsel” shall mean Maria Z. Vathis, Thor W. Ketzback, and Zeke

N. Katz of Bryan Cave Leighton Paisner LLP.

- k. “Effective Date” shall be the date on which the Final Judgment approving the settlement becomes Final.
- l. “Facility” shall mean the MAT Asphalt hot asphalt manufacturing plant located at 2055 W. Pershing Rd., Chicago, Illinois, 60609.
- m. “Final” means the later of the following dates:
  - 1. the date of expiration of the time for filing or noticing any appeal from the Final Judgment, as provided in Illinois Supreme Court Rules 303 or 306; or
  - 2. if appealed, the Final Judgment has been affirmed on appeal and is not subject to further appeal.
- n. “Final Judgment” means an order and judgment of the Court substantially in the form attached as Exhibit C (or a modified version of that exhibit to which all Parties agree in writing) concerning, among other things, the certification of the Class for settlement purposes only, the notice program to the Class, the approval of the settlement, and the terms and process for the submission of proofs of claim and the disbursement of the Settlement Fund.
- o. “Household” shall mean a person or persons who owned, occupied, or rented a residential dwelling unit (including a single-family home, condominium, mobile home, or apartment) of any kind located within the Class Area and includes all persons who lived, resided, or otherwise occupied that specific parcel or, as applicable, residential unit of property at any point during the Class Period.
- p. “Improvement Measures” shall mean MAT Asphalt’s actions and expenditures



to its Facility and operations as outlined in Exhibit F to this Agreement.

- q. “Motion for Preliminary Approval” shall mean Plaintiff’s Unopposed Motion for Preliminary Approval of Class Action Settlement filed in this Action.
- r. “Named Class Representative” and “Plaintiff” shall mean Plaintiff Tanisha Rodriguez.
- s. “Net Settlement Funds” shall mean the amount of the Settlement Fund, including interest on such funds up to and including the Effective Date, minus: (1) Class Counsel’s reasonable costs and expenses, including the costs of the Notice and costs of Settlement Administration, all in an amount not to exceed the amount awarded by the Court; (2) Class Counsel’s reasonable attorney’s fees in an amount not to exceed the amount awarded by the Court; and (3) a Service Award to the Named Class Representative in an amount not to exceed the amount awarded by the Court.
- t. “Notice” and “Class Notice” shall mean the Notice of Pendency of Class Action, Conditional Class Determination, and Proposed Settlement of Class Action and Settlement Hearing, substantially in the form as Exhibit D. A summary of the Notice shall also be published in a newspaper of general circulation identified herein.
- u. “Opt-Out” means a Class Member who submits a timely and valid notice of their request for exclusion from the Class in substantially the form and within the time set forth in the Class Notice attached as Exhibit D. If any Class Member Opts-Out of the Class, they will receive no payment under this Settlement Agreement, and Defendant may have the

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unilateral right to terminate this Settlement as provided in this Agreement.

- v. “Opt-Out Period” means the period ending thirty (30) days after mailing of the Class Notice, unless a different period is ordered by the Court, in which Class Members may exercise their right to Opt-Out of the Class and this Agreement.
- w. “Order on Notice and Preliminary Approval” or “Preliminary Approval” means an order of the Court, substantially in the form attached as Exhibit B.
- x. “Parties” shall collectively mean the Plaintiff, Class Members, and Defendant.
- y. “Party” shall refer individually to each Plaintiff, each Class Member, or Defendant, as appropriate to the particular context.
- z. “Preliminary Approval Date” shall mean the date upon which the Court enters the Order on Notice and Preliminary Approval.
- aa. “Qualified Settlement Fund Account” shall mean a banking account to be established by Class Counsel for the receipt of the Settlement Funds under the Internal Revenue Code. *See* 26 C.F.R. 1.468B-1.
- bb. “Released Claims” shall mean all claims, causes of action, suits, legal and equitable remedies, damages, rights and actions, whether based on any federal law, state law, common law, or foreign law, regulation or ordinance, foreseen or unforeseen, matured or unmatured, accrued or not accrued, which the Plaintiff and Class Members ever had, now have, or can have, either individually or as a member of a class against the Defendant Releasees for,

based upon, by reason of, and arising from or relating to odors and/or particulate matter alleged to arise from or relate to the Facility on or before the Effective Date, including causes of action for nuisance, trespass, property damage, and negligence or similar causes of action which seek any relief, including without limitation compensatory damage, equitable relief, penalties or punitive damages, Defendant's alleged interference with use and enjoyment of property, diminution in value, diminution in rental value, damage to real or personal property alleged to arise from or relate to odor and/or particulate matter, annoyance, inconvenience, and contemporaneous physical reactions to these alleged airborne emissions, except for any claims expressly reserved herein. Except for the Class Representative, Released Claims do not include any claims for medically diagnosed personal injuries or physical damage to real or personal property not alleged to arise from or relate to odor. Released Claims also do not include any claims arising from emissions of any kind occurring after the Effective Date.

- cc. "Defendant Releasees" and "Released Parties" shall mean and include MAT Asphalt LLC, and its direct and indirect parents, subsidiaries, and affiliated corporations/companies and other business entities; and all of their respective former and present employees, contractors, officers, directors, shareholders, members, partners, insurers, accountants, agents, attorneys, representatives, and each of their heirs, executors, administrators, beneficiaries, predecessors, successors, or assigns.
- dd. "Settlement Agreement" means this Agreement and all exhibits attached to it.

- ee. “Settlement Class Member” and “Class Member” means any Settlement Class Member who does not Opt-Out of the settlement and therefore participates in the settlement of this Action, including but not limited to any Class Member that receives any portion of the Settlement Fund.
- ff. “Settlement Fund” means the cash payment made by or on behalf of Defendant to Class Counsel in accordance with Section 5 of this Agreement, which shall be the full, maximum payment made by or on behalf of Defendant, all inclusive. Under no circumstance shall the Settlement Fund or any monetary obligation of Defendant or its insurers under this Settlement collectively exceed \$1,200,000.
- gg. “Settlement Fairness and Final Approval Hearing” means a hearing scheduled to determine, among other things, whether the settlement of the Action is fair, reasonable and adequate, and to consider Class Counsel’s application for an award of attorneys’ fees and reimbursement of expenses for prosecuting the Action and the plan for distributing the Settlement Fund, and whether to enter judgment in the Action.
- hh. “Total Settlement Value” means the settlement package described herein, which consists of payment by or on behalf of Defendant of \$1,200,000 in cash and the additional agreement of Defendant to implement the Improvement Measures as set forth in this Agreement and described in Exhibit F. Defendant estimates that the value of these improvement measures totals \$900,000. The Total Settlement Value for the purposes of this settlement and for determination of the award of attorneys’ fees and reimbursement of expenses of Class Counsel shall not exceed \$2,100,000.

3. Submission of Settlement Agreement to the Court.

As soon as practicable following the execution of this Agreement, Plaintiff shall move the Court via Plaintiff's Motion for Preliminary Approval for entry of the Order on Notice and Preliminary Approval of the settlement contemplated in this Agreement, in the form substantially in conformance with Exhibit B attached hereto. Any dispute regarding the implementation of the settlement described herein, if not swiftly resolved among the Parties through meet-and-confer efforts, shall be referred to the Court for resolution.

a. Notice of Preliminary Approval. If the Court preliminarily approves this settlement, Notice shall be given to the Class in a form and manner substantially in the form set forth in Exhibit B. If the Court requires any substantial modification to the form set forth as Exhibit B, the Parties shall promptly negotiate to arrive at a mutually acceptable form of preliminary approval and notice order consistent with the Court's requirements, and shall promptly submit a joint motion for preliminary approval and notice to the Court as revised. In the event the Parties are unable to arrive at a mutually acceptable form of preliminary approval and notice order consistent with the Court's requirements, this Agreement shall be terminated in accord with its Section 12.

b. Request for Final Judgment. On a schedule to be discussed with and set by the Court at the hearing on the Motion for Preliminary Approval, the Parties shall jointly file a request that the Court enter a Final Judgment, substantially in conformance with the form attached as Exhibit C, and Class Counsel shall provide the Court with proof of Notice to the Class, copies of all Opt-Outs received, copies of any timely objections received by Class Counsel but not filed with the Court, and any other documents the Court may request. Final Judgment shall be entered by the Court as soon as practicable in light of the various time periods

contemplated in this Agreement, and subject to the Court's calendar. Upon Final approval of the settlement by the Court at or after the entry of the Final Judgment in this Action, the Parties will jointly file a dismissal with prejudice, which dismisses with prejudice all of the Settlement Class's claims against Defendant, and when filed with the Court, shall have *res judicata* effect.

c. Attorneys' Fees and Costs. Class Counsel may apply to the Court for an award of attorneys' fees and reimbursement of costs and expenses in an amount not to exceed one-third (1/3) of the Total Settlement Value, inclusive of all fees, costs, and Settlement Administration and Notice fees (all of which will be borne by Class Counsel). This total of one-third of the total settlement value is a cap, and the maximum amount Class Counsel may seek from the Court for any purpose. Defendant agrees to take no position concerning Class Counsel's application up to such amount but may respond to inquiries from the Court. Any such award and reimbursement shall be paid exclusively from the Settlement Fund. In the event that the Order approving the fees, costs, and expenses awarded to Class Counsel is reversed or modified on appeal and in the event the fees, costs, and expenses awarded have been paid from the Settlement Fund, then Class Counsel shall deposit the fees, costs, and expenses into the Settlement Fund with interest consistent with the reversal or modification. The Parties agree that the allowance or disallowance by the Court of any applications for attorneys' fees, costs, expenses and interest, including the fees of experts and consultants, and the amount of attorneys' fees and costs ordered by the Court are not consideration for this Settlement Agreement and that Class Counsel, Plaintiff and the Settlement Class agree that any order or proceeding relating only to the award of attorneys' fees and costs (including costs of administration of the settlement) shall not operate to terminate, cancel, or affect the finality or effect of this Settlement Agreement.

Class Counsel's attorneys' fees and expenses are to compensate, and will adequately and fully compensate, Class Counsel for all work already performed in this Action and all expenses already incurred, and all remaining work to be performed and all remaining expenses to be incurred in carrying out the settlement contemplated by this Agreement, securing Court approval of this settlement, and making sure this settlement is fairly administered and implemented.

d. Service Awards. Plaintiff may apply to the Court for a Service Award to compensate for her initiating, pursuing and undertaking the prosecution of the Class Action. Defendant agrees to take no position concerning Plaintiff's application of a Service Award for up to \$10,000 but may respond to inquiries from the Court. Plaintiff and Class Counsel agree not to appeal any Service Award. Any such Service Award and reimbursement shall be paid exclusively from the Settlement Fund and shall not be separately imposed upon Defendant. The Parties agree that the allowance or disallowance by the Court of any Service Award are not consideration for this Settlement Agreement; that Class Counsel and Plaintiff shall accept any Court determination of a Service Award as final and binding; that Class Counsel and Plaintiff agree to accept, and waive the right to appeal, the Court's award of a Service Award; and that any order or proceeding relating only to the Service Award shall not operate to terminate, cancel, or affect the finality or effect of this Settlement Agreement.

e. Cy Pres Award. Under 735 ILCS 5/2-807, residual funds, meaning all unclaimed funds, including uncashed checks or other unclaimed payments, that remain in any common fund created in this Action after all court-approved payments are made for Class claims, attorneys' fees and costs, and Service Awards, shall be distributed to McKinley Park Development Council.

f. Fairness and Final Approval Hearing. The Settlement Fairness and Final

Approval Hearing shall be held on a date set by the Court at the hearing on the motion for Preliminary Approval. At the Settlement Fairness and Final Approval Hearing, the Court shall:

1. Decide whether the settlement shall be finally approved as fair, reasonable, and adequate and whether the terms and conditions of the settlement shall be approved;
2. Award the amount of attorneys' fees and costs to Class Counsel;
3. Award the Service Award to the Named Class Representative in addition to her share of the settlement amount as a Class Member;
4. Rule on any objections to the settlement; and
5. Determine whether Final Judgment should be entered and, if so, issue and enter Final Judgment.

The Parties agree to jointly request that the Court issue a Final Judgment substantially in the form set forth in Exhibit C. If the Court requires any substantial modification to the form set forth as Exhibit C, the Parties shall promptly negotiate to arrive at a mutually acceptable form of Final Judgment consistent with the Court's requirements, and upon such agreement shall promptly submit a joint motion for final approval of the Settlement and entry of judgment as revised and agreed by the Parties. In the event the Parties are unable to arrive at a mutually acceptable form of final judgment and order consistent with the Court's requirements, the settlement shall be terminated in accord with Section 12 of this Agreement.

g. No Admission by Defendant. Neither the settlement nor this Agreement shall constitute or be an admission for any purpose by Defendant or any other person or be deemed evidence of any violation of any statute, regulation, permit condition or law, or an admission of any wrongdoing or liability of any kind by Defendant. In addition, neither the settlement nor this



Agreement shall constitute or be an admission or concession by Defendant of appropriateness of class certification in any case other than for the particular circumstances of this settlement. The Parties agree that the facts and circumstances of this case and settlement are unique, and as such, the Parties agree that this Agreement, settlement, and acquiescence to the Settlement Class on the part of the Defendant Releasees are for settlement purposes only and will apply only to the facts and circumstances of this case and should not be considered in any other case or set of facts. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, or has any liability to anyone under the claims asserted in the Action. The Parties acknowledge that this Agreement is entered into for the purpose of compromise of highly disputed claims and that nothing herein is an admission of liability, wrongdoing or class certification for purposes of determination on the merits. Neither the Agreement nor any document prepared in connection with the Agreement may be admitted in any proceeding as an admission by the Defendant, the Named Class Representative, or the Settlement Class Members. Provided, however, this paragraph and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

4. Class Certification.

- a. Plaintiff shall concurrently move the Court (i) for an order certifying the Settlement Class under 735 ILCS 5/2-801 for settlement purposes only and (ii) for approval of this settlement and Agreement.
- b. Solely for the purposes of this settlement, Defendant will not object to the Court's certification of the Settlement Class, conditioned on the Court's approval of this settlement and

Settlement Agreement.

c. Solely for the purposes of this settlement, Defendant consents to the appointment of the Named Class Representative and Class Counsel as proper and appropriate representatives of the Class.

d. The Settlement Fund and other consideration paid or provided by Defendant in accordance with this Agreement shall constitute the full and final settlement of the Action, and upon the Effective Date, Defendant and the Defendant Releasees shall have no further liability or obligation to any Class Member except as specifically set forth in this Agreement or in the Final Judgment.

e. For purposes of settling the Action only, the Parties stipulate and agree the requisites for establishing class certification with respect to the Settlement Class have been, and are, met, in connection with carrying out this Agreement.

f. Defendant expressly reserves the right to oppose class certification on any grounds if this settlement is not finally approved by the Court or if it is reversed on appeal.

5. Settlement Payment and Administration.

a. Settlement Payment by Defendant. Within thirty (30) business days of the Effective Date, Defendant and/or its insurance carriers shall pay to the Settlement Fund the amount of One Million, Two Hundred Thousand Dollars (\$1,200,000) by check, ACH transfer or wire transfer, into a Qualified Settlement Fund Account specified by Liddle Sheets Coulson P.C. Other than the Net Settlement Fund, neither Defendant nor any of the Released Parties shall be called upon or required to contribute additional monies with respect to this Agreement under any circumstances whatsoever.

b. Taxes. The Parties agree that no taxes will be withheld or paid by Defendant or

any of the Released Parties with respect to the portion of the Settlement Award allocated to interest or penalties. Each individual Class Member receiving a Settlement Award shall be responsible for their share of taxes due on the portion of their Settlement Award allocated to interest or penalties, if any. Neither attorneys for Plaintiff, the Settlement Class or for Defendant have provided any tax advice to the Plaintiff or the Settlement Class. The Parties further agree that no taxes will be withheld or paid by Defendant or any other Released Party with respect to payments of the Class Counsel's Settlement Administration costs, attorneys' fees, or expenses. Any taxes due thereon shall be the responsibility of the party receiving any funds from the Settlement.

c. Distribution of Net Settlement Funds. The Net Settlement Funds subject to allocation and payment to the Named Class Representative and all Class Members who submitted Claims Forms deemed to be valid by Class Counsel pursuant to Section 6, will be determined as follows: the amount of the Settlement Fund, including interest on such funds to and including the Effective Date, minus: (1) Class Counsel's reasonable costs and expenses, including the costs of the Class Notice and costs of Settlement Administration, all in an amount not to exceed the amount awarded by the Court; (2) Class Counsel's reasonable attorneys' fees in an amount not to exceed the amount awarded by the Court; and (3) a Service Award to the Named Class Representative in an amount not to exceed the amount awarded by the Court. The Net Settlement Funds shall be allocated in equal amounts to Class Members who submitted valid Claim Forms, including the Named Class Representative, per the plan of allocation, as approved by the Court. All costs and expenses arising out of or in connection with the performance of this Agreement shall be paid from the Net Settlement Funds with the exception of the mediator fees, which will be equally shared by the Parties.

d. Plan of Allocation. The proposed plan of allocation is that the Net Settlement Funds shall be divided equally on a per-Household basis among the Named Class Representative and all Settlement Class Members who timely submit valid Claim Forms that are approved by the Parties as further explained in Section 6. The Named Class Representative need not submit a Claim Form to qualify for her proportionate share of the Net Settlement Funds.

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

f. Return of Settlement Funds if Settlement Fails. If the settlement fails to become Final for any reason, then the Settlement Fund, including all accrued interest or earnings, shall be returned in full to Defendant within twenty-one (21) days, without offset, deduction or retention of expense by Class Counsel .

g. Settlement Administration. Class Counsel shall conduct all required and necessary work for Settlement Administration and all costs and expenses for the Notice and the Settlement Administration shall be paid by Class Counsel. Defendant shall have no part in, responsibility, or liability for the Settlement Administration and, therefore, is hereby released from any claim related to it. To the extent Class Counsel complies with all Court orders concerning the Administration of Settlement, all Class Counsel are released from any liability in connection with the Administration of Settlement, except for any proven willful misconduct. Neither Defendant nor any of the Defendant Releasees shall have any role, involvement, or obligations of any kind with respect to the Settlement Fund (except for the payment of

\$1,200,000 pursuant to Section 5(a)) and shall be indemnified, defended and held harmless by Plaintiff, the Settlement Class and Class Counsel from any and all claims of any kind relating to the Settlement Fund, including, without limitation, determination of claim eligibility, claim amount, or claim payment.

6. Claims, Opt-Outs, and Objections.

Class Members seeking to object to or opt-out of this Settlement Agreement must notify Class Counsel in strict compliance with the requirements specified in the Notice.

Defendant's Counsel shall receive copies of all valid and timely written objections and Opt-Out Requests from Class Counsel within seven (7) calendar days of Class Counsel's receipt of the same. No later than fourteen (14) calendar days following the Objection/Exclusion Deadline, Class Counsel shall provide Defendant's Counsel with a complete and accurate list of names of all Class Members who have properly and timely submitted Opt-Out Requests or who have submitted timely written Objections to the settlement.

If more than twenty (20) Class Members submit timely Opt-Out Requests, then Defendant shall have the sole option to declare this Agreement null and void if, within fourteen (14) calendar days after Class Counsel provides Defendant's Counsel the complete and accurate list of Class Members who have properly and timely submitted Opt-Out Requests, Defendant serves written notice of its exercise of this option on Class Counsel in a manner provided for in the Illinois Code of Civil Procedure. The Parties agree that neither they nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Members to request to Opt-Out or object to the settlement.

Within seven (7) days of the close of the Claim Deadline, as defined in Section 6(c), the Class Counsel shall provide Defendant's Counsel with a report reflecting the total number of:

claims submitted; claims rejected; Class Members who could not be located during the notice process, and Class Members who did not submit timely Claim Forms. This report must also include the total dollar amount of Settlement Funds which were not claimed by Class Members who submitted Opt-Out Requests, who did not submit timely Claim Forms, or who could not be located during the notice process.

a. Opt-Outs. For Opt-Outs, failure to do so will result in the potential Settlement Class Member remaining part of the Settlement Class and, to the extent the settlement is approved, being bound by the Settlement Agreement and releases. To Opt-Out, the Class Member must submit to Class Counsel a written, signed statement expressing their desire to be excluded from the settlement, and any such statement shall include their name, current address, telephone number and the last four digits of their social security number, and stating "I WISH TO BE EXCLUDED FROM THE *TANISHA RODRIGUEZ V. MAT ASPHALT, LLC* SETTLEMENT. I UNDERSTAND BY EXCLUDING MYSELF, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT REACHED IN THIS MATTER." This Opt-Out Request must be mailed to and received by Class Counsel and must be postmarked on or before the Objection/Exclusion Deadline. Any written Opt-Out Request not received by the Class Counsel or postmarked after the Objection/Exclusion Deadline shall be of no force and effect under any circumstance. Settlement Class Members who fail to mail to Class Counsel a valid and timely Opt-Out Request on or before the Objection/Exclusion Deadline shall be bound by all terms of the settlement contemplated by this Agreement, including the release set forth herein. Any Class Member who timely mails a valid Opt-Out Request that is received by Class Counsel will not be bound by the settlement contemplated herein, will not receive any money from that settlement, and will not have standing to object to that settlement.

b. Objections. The objection must be signed by the potential Settlement Class Member, reference “*Tanisha Rodriguez, et. al. v. MAT Asphalt LLC*, Case No. 2020-CH-07031” and state: (a) the full legal name of the Settlement Class Member; (b) the current residence address of the Settlement Class Member; (c) the address of the residence in which the Settlement Class Member resided in the Class Area during the Class Period; (d) the date range during which the Settlement Class Member resided in the Class Area during the Class Period; (e) the Settlement Class Member’s current contact information including telephone number and email address; (f) any documentation or other evidence establishing the Settlement Class Member’s class membership; and (g) detailed grounds for the Settlement Class Member’s objections, comments, or supporting arguments, together with any supporting documents.

For objections, failure to timely and properly object as set forth in the Notice may result in the Court not considering the objection, and to the extent the settlement is approved by the Court, all such Settlement Class Members failing to object or properly object shall be bound by the Settlement Agreement. All Opt-Outs and objections must be in writing and postmarked no more than thirty (30) days after the date that Notice is mailed to the potential Settlement Class Members. Class Counsel shall circulate copies of such Opt-Outs and/or objections to Defendant’s Counsel upon receipt by Class Counsel. At least seven (7) days before the Settlement Fairness and Final Approval Hearing, Class Counsel shall file all objections received from or on behalf of potential Settlement Class Members and file a proposed “Exhibit 1” to the Final Judgment to the Court identifying the potential Settlement Class Members who timely submitted proper Opt-Out requests.

c. Claims. Class Members shall have forty-five (45) days from the date Class Notice is mailed to submit a Claim Form in compliance with the terms specified in the Class Notice and

on the Claim Form itself. The Claim Form shall be substantially in conformance with the form in Exhibit E attached. Subject to the exercise of reasonable discretion by Class Counsel, claims shall be approved by Class Counsel if and only if the claimant complies with the requirements set forth in the Class Notice and Claim Form, including the provision of all required documentation of identity and property interest. Class Counsel may, but is not obligated to, provide additional time for claimants who fail to properly document their claim to remedy the deficiency. Class Counsel may, but is not obligated to, attempt to verify the deficient claims independently of the proofs submitted.

If multiple Claim Forms are submitted for a Household, all approved claims for that Household will share in one equal share of the Settlement Fund. Each Household for which an approved claim is submitted shall share equally in the Settlement Fund after the deduction of such costs, attorney fees, and Service Awards as the Court may approve. Claim Forms that do not meet the requirements set forth in this Settlement Agreement, the Notice, and/or Claim Form instructions shall be rejected. Where a good faith basis exists, Class Counsel may reject a claimant's Claim Form for, among other reasons, the following:

- i. the claimant's failure to provide adequate support of its claims pursuant to a request of Class Counsel;
- ii. the claimant's failure to fully complete and/or sign the Claim Form;
- iii. the claimant's failure to submit a legible Claim Form;
- iv. the claimant's submission of a fraudulent the Claim Form;
- v. the claimant's submission of a duplicative Claim Form;
- vi. the claimant is not a Settlement Class Member, or is requesting that funds be paid to a person or entity that is not the Class Member for whom the claim is



submitted;

- vii. the claimant's failure to timely submit a Claim Form; and/or
- viii. the Claim Form otherwise does not meet the requirements of this Settlement Agreement, the Class Notice, or the Claim Form Instructions.

Within fourteen (14) days following the Claim Deadline, as defined in Section 6(c), Class Counsel agrees to provide Defendant's Counsel with all information required by the Claim Form, attached hereto as Exhibit E. This information shall be kept strictly Confidential and shall not be used for any purpose other than reasonable efforts to carry out the terms of this Agreement, or except as may be authorized by order of the Court.

7. Improvement Measures and Stay of New Claims Until After the Termination Date.

a. Timing and Nature of Improvement Measures. Defendant shall implement the Improvement Measures by April 30, 2024. Nothing shall prevent Plaintiff, or Class Members, from seeking all legal remedies to enforce this Settlement Agreement in a court of law, but Plaintiff and the Class acknowledge and agree that Plaintiff and Class Members must enforce any failure by Defendant to fully and completely implement the Improvement Measures by April 30, 2024, in this Court. Defendant has no obligation under any circumstances to perform any of the Improvement Measures if either Defendant or Plaintiffs exercise their respective options to terminate this Agreement pursuant to Section 12.

b. Enforcement. In the event this settlement is completed, a Final Judgment is entered and the Settlement Agreement is not terminated by either Party, and at a later date a Class Member or Plaintiff allege that Defendant has not implemented its Improvement Measures under this Agreement, then and only then, Plaintiff or a Class Member may bring an action to enforce Defendant's implementation of Improvement Measures, as set forth in this Agreement, without

violating this Agreement, if such action is solely and exclusively for the purpose of seeking an injunction or an order of contempt of court to require Defendant to implement its Improvement Measures under this Agreement. Other actions are permanently barred as provided for under Section 8 below. Such an action for the purpose of seeking an injunction to require Defendant to implement its Improvement Measures shall be Plaintiff and each Class Member's sole remedy regarding the Improvement Measures.

8. Cooling-Off Period.

No Settlement Class Member including Named Class Representative may, before the Cooling-Off Period Termination Date, initiate or maintain against any of the MAT Asphalt Releasees any lawsuit or legal proceeding asserting or alleging any claim or cause of action for odors or particulate matter arising from or relating to the Facility. Any claims that may accrue during that time are not released under this Settlement Agreement, but they may not be asserted until after the Cooling-Off Period Termination Date. Defendant agrees that the statute of limitations as to any claim accruing during the Cooling-Off Period will be tolled throughout the Cooling-Off Period. The Parties agree that the effect of this tolling is that there is no statute of limitations bar to any claim accruing during the Cooling-Off Period.

9. Release and Covenant Not to Sue.

a. Release. Subject to Court approval, the payment and other consideration paid or provided by Defendant in accordance with this Agreement shall constitute the full and final settlement of the Action, and upon the Effective Date, Defendant and other Released Parties shall have no further liability or obligation to any Settlement Class Member under this Agreement, the Named Class Representative, or Class Counsel except as specifically set forth in this Agreement or in the Final Judgment. Upon the Effective Date, each Settlement Class Member and the Named

Class Representative, on behalf of themselves and their heirs, executors, administrators, beneficiaries, predecessors, successors, assigns and each of them, and any of their former and present employees, directors, officers, accountants, agents, attorneys, representatives, affiliates, and subsidiaries, shall and hereby do forever and fully release and discharge the Defendant Releasees of and from the Released Claims.

Upon the Court's entry of the Final Approval Order, the Named Plaintiff and each Settlement Class Member (with the exception of any Settlement Class Member who has timely and properly submitted an Opt-Out Request), for and in consideration of the mutual promises contained herein, shall be deemed to, and shall have, fully and finally released each and all of the Released Parties from any and all liability, damages, fees (including but not limited to attorneys' fees and expert fees), costs, claims, and causes of action whatsoever which the Settlement Class Members might now have, whether now known or hereafter discovered, arising from or in any way related to the facts and circumstances alleged in the Action, including, without limiting the generality of the foregoing, any and all claims, penalties, damages, remedies, or liability of any kind whatsoever arising under or related to the common-law theories of negligence, private nuisance or public nuisance, and any other law, statute, rule, regulation, code, ordinance, or any source of law or authority whatsoever governing or relating to nuisance and/or odor claims for the applicable timeframe as outlined by this Agreement and as alleged in the First Amended Complaint.

b. Covenant Not to Sue. The Named Class Representative and Settlement Class Members, and each of them, on their own behalf and on behalf of each of their respective heirs, executors, administrators, beneficiaries, predecessors, successors, assigns, and any of their former and present employees, directors, officers, accountants, agents, attorneys, representatives,

affiliates, and subsidiaries, covenant and agree not to sue or bring or assert or cause to be brought or asserted any action, claim, or cause of action, in any jurisdiction, against the Defendant Releasees asserting any claim released by this Settlement Agreement or precluded by the Final Judgment, or (b) asserting before the Cooling-Off Period Termination Date any claim or cause of action arising from or relating to odors or particulate matter alleged to arise from or relate to the Facility. Any claim brought in violation of this covenant shall be immediately dismissed by the forum in which it is brought. The Named Class Representative and Settlement Class Members, and each of them, on their own behalf and on behalf of each of their respective successors and assigns, or any other person or entity acting on their behalf, further covenant and agree not to seek, participate in seeking (in any form or fashion), or join in seeking monetary or other relief inconsistent with this Settlement Agreement.

Each Defendant Releasee is an intended beneficiary of the releases, terms and conditions of this Settlement Agreement that benefit that Defendant Releasee, and is entitled to enforce such releases, terms and conditions against each releasing Party.

10. Confidentiality and No Publicity.

The Named Class Representative and Class Counsel shall not publicize the settlement directly or indirectly, to any party or on any medium, including but not limited to any releases or statements to any representative of any form of mass media, and including, but not limited to, in speeches, press conferences, press releases, interviews, television, print, radio, websites, or Internet or social media, except that Class Counsel will post notice of the settlement on its firm website.

11. Representations by Plaintiff and Class Counsel.

Class Counsel and Plaintiff hereby warrant and represent that as of the date of signature of this Settlement Agreement: (i) they have no information that any person has received from a medical professional a diagnosis of medical condition or harm that has been attributed to the existence or operation of the Facility; and (ii) except for the claims and causes of action expressly alleged in the Action, they have no knowledge of any person who has threatened or planned to assert a claim for nuisance, trespass, property damage, personal injury, medical harm or negligence related to the existence or operation of the Facility.

12. Conditions and Termination.

This Settlement Agreement and the settlement are expressly conditioned upon:

- a. Class Counsel and the Named Class Representative reaffirming the representations and warranties set forth in Section 11 of this Agreement as of the date of the hearing of the motion for Final Approval of this settlement;
- b. Court issuance of an Order on Notice and Preliminary Approval substantially in the form attached as Exhibit B or as approved by the Parties pursuant to Section 3(a); and
- c. Court issuance of a Final Judgment substantially in the form attached as Exhibit C or as approved by the Parties pursuant to Section 3(f).

In the event any of the conditions in a through c above fails to occur, Defendant may, in its sole and absolute discretion elect to terminate this Agreement and the settlement. Defendant shall deliver any notice of termination in writing to Class Counsel. If this Agreement is terminated pursuant to its terms, or if the Final Approval does not occur for any reason, then: (a) Class Counsel shall return any and all Settlement Funds, including interest thereon, to Defendant as instructed by Defendant's Counsel; (b) any stay of the Action shall be lifted upon application by any Party; (c)

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the hearing on Plaintiff's pending motion for class certification shall be re-scheduled at a date and time to be set by the Court, but no further evidence shall be allowed in connection with that motion or class certification, except as requested by the Court; (d) any judgment or order entered by the Court in accordance with the terms of this Settlement Agreement shall be vacated (except provisions of such orders or judgment providing for inadmissibility of settlement and class certification communications and documents shall continue to be enforceable); (e) if the Class Members have received Notice, the Parties shall promptly and in good faith agree upon a method for providing notice to Class Members of termination of the settlement; and (f) this Settlement Agreement, and any and all pleadings, documents, transcripts and orders relating to the settlement shall be inadmissible in the Action and in any other proceeding, except provisions of this Agreement providing for inadmissibility of settlement and class certification communications and documents, and non-admissions by Defendant shall continue to be enforceable. In particular, and without limitation of the foregoing, the Parties expressly agree that no Party shall mention or seek to admit any evidence relating to this Agreement or the settlement, or any pleadings, documents, transcripts and orders relating to the settlement in connection with any motion, issue, or proceeding relating to class certification, discovery, adjudication or trial of any issue in this or any other proceeding to which the Defendant Releasees are a party, except that the Parties shall jointly inform the Court of their stipulation and agreement that the Court should not consider this settlement or any or any pleadings, documents, transcripts and orders relating to the settlement in connection with any motion, issue, or proceeding relating to class certification, discovery, adjudication or trial of any issue in this Action.

In the event that the Agreement is terminated pursuant to the terms discussed herein, the Defendant's consent to the certification of the Settlement Class shall be revoked, and the Action

shall proceed as it existed prior to execution of this Agreement. The fact that the Parties were willing to stipulate to class certification as part of this Agreement shall have no bearing on, and shall not be admissible in connection with, the issue of whether any class comprised of some, or all of the Settlement Class could be certified in a non-settlement context in this Action, nor shall this Agreement be considered admissible for any purpose other than enforcing and carrying out this Agreement or defending against any claims released or barred by this Agreement.

13. Voidability.

Should the Court decline to approve any aspect of the settlement contemplated by this Agreement (with the exception of the provisions discussed in the next sentence), the Agreement shall be voidable by any of the Parties by written notice to the attorneys of record for the other Parties, served in a manner authorized by the Illinois Code of Civil Procedure, no later than fifteen (15) calendar days after entry of any such order. This right to void the Agreement does not apply, however, to the Court's award of the attorneys' fees, costs, or Service Awards. That is, should the Court award less than the maximum amount contemplated by this Agreement for attorneys' fees, costs, or Service Awards, the reduced award shall not be grounds to void the settlement contemplated by this Agreement.

14. Remedies for Breach.

Upon the material breach of any provision of this Agreement by a Class Member, Defendant shall be entitled to claw back and fully recover all sums paid to that breaching Class Member. To the extent allowed under applicable law, Defendant shall be entitled to seek recovery of its attorneys' fees and costs incurred in enforcing the Release and Covenant Not to Sue provisions of the Settlement Agreement from the breaching Class Member. Upon the material breach by any Party of any provision of this Agreement, any Party may seek to enforce

this Agreement and may seek injunctive relief and/or specific performance in the Circuit Court for Cook County. The prevailing party in any action or proceeding to enforce this Agreement or any of its provisions shall be entitled to recover from the losing party or parties all of its reasonable attorneys' fees and costs arising from or relating to the dispute that gave rise to the action or proceeding and the enforcement of any remedy, order or judgment of the Court.

15. Miscellaneous Provisions.

- a. All exhibits attached to this Agreement are completely incorporated herein and each of which is a necessary part of the settlement.
- b. A waiver by any Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.
- c. This Agreement constitutes the entire agreement among the Parties, and no representations, warranties or inducements other than those set forth herein have been made to any Party concerning this Agreement. If finally approved by the Court, this Agreement supersedes any prior agreement or understanding among the Parties. No representations, warranties, inducements, promises, or agreements oral or otherwise not embodied or incorporated in this Agreement shall be admissible to explain this Agreement or show any ambiguity in this Agreement. Any and all prior discussions, negotiations, agreements, commitments and understandings relating to this Agreement are superseded hereby and merged into this Agreement.
- d. The terms or provisions of this Agreement may not be changed, waived, modified, or varied in any manner whatsoever unless in writing duly signed by



all Parties; any such signed modification shall be with the consent of the Court as evidenced by the entry of an order without further notice to the Class unless the Court requires such additional notice. Any failure by a Party to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of its provisions, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all provisions of this Agreement to be performed by such other Party.

- e. Each of the counsel signing this Agreement on behalf of the Parties represents that they have authority from their client or clients to execute this Agreement on the respective clients' behalf.
- f. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one in the same document, provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts. Electronic copies of signatures shall be sufficient to bind a signatory to this Agreement.
- g. This Agreement shall be binding upon, and inure to the benefit of, successors and assigns of the Parties, once it is approved by the Court and all other conditions have been met.
- h. Notices of breach or termination required by this Agreement shall be delivered by overnight delivery, or in person, with a copy via email to each Party signing this Agreement:

Defendant

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Bryan Cave Leighton Paisner LLP  
Attn: Maria Vathis  
161 North Clark Street, Suite 4300  
Chicago, IL 60601-3206  
maria.vathis@bclplaw.com

and

Plaintiff and Settlement Class

c/o Liddle Sheets Coulson P.C.  
Attn: Laura Sheets  
975 E. Jefferson Avenue  
Detroit, MI 48207  
LSheets@LSCcounsel.com

Marshall P. Whalley & Associates, P.C.  
Attn: Marshall Whalley  
51 W. 112th Ave.  
Crown Point, IN 46307  
marshall@marshallslaw.com

- i. All terms of this Settlement Agreement shall be governed by and interpreted in accord with the law of the State of Illinois without reference to conflicts of laws, rules or precedent. This Settlement Agreement shall be enforced solely in this Court. The Parties waive any objection which each such Party may have or hereafter have to the venue of any such suit, action, or proceeding and irrevocably consents to the jurisdiction of this Court in any such suit, action, or proceeding and agree to accept and acknowledge service of any and all process which may be served in any such suit, action, or proceeding.
- j. Without affecting the finality of the Final Judgment to be entered upon this Settlement, the Parties shall request that the Court retain such continuing jurisdiction as is necessary and appropriate to enforce the settlement, and to administer the performance of the settlement in accord with its terms, including

allowing or disallowing applications for attorneys' fees and other payments, determining and supervising distribution procedures related to the Settlement Fund, identifying Class Members and their respective interests, if any, in the Settlement Fund, sending notices to Class Members, reviewing disputes regarding claims submitted, and distributing the Settlement Fund.

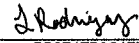
- k. Because of the arms-length negotiations described above, all Parties hereto have contributed substantially and materially to the preparation of this Settlement Agreement, which, therefore, may not be construed against the drafter of it or any portion of it. All personal pronouns used in this Settlement Agreement, whether used in the masculine, feminine, or neutral gender, shall include all other genders, and the singular shall include the plural and vice-versa.
- l. The Parties and their Counsel will cooperate with each other and use their best efforts to effect the implementation of the settlement contemplated by this Agreement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, or, if the Parties mutually agree to do so, they may seek the assistance of mediator Schenkier.
- m. This Agreement may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.

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

DATED: August 17, 2023

TANISHA RODRIGUEZ

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TANISHA RODRIGUEZ  
Plaintiff

MAT ASPHALT LLC

DATED: \_\_\_\_\_

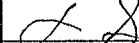
By: \_\_\_\_\_

MARIA Z. VATHIS  
Counsel for Defendant

DATED: 8/18/2023

LIDDLE SHEETS COULSON P.C.

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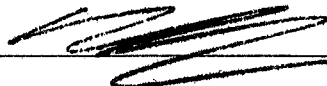


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By: \_\_\_\_\_  
LAURA L. SHEETS  
Class Counsel

DATED: 10/4/23

MARSHALL P. WHALLEY & ASSOCIATES P.C.

By: 

MARSHALL P. WHALLEY  
Class Counsel

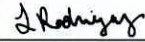
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IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of the day and year first written above.

DATED: August 17, 2023

TANISHA RODRIGUEZ

DocuSigned by:



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TANISHA RODRIGUEZ  
Plaintiff

MAT ASPHALT LLC

DATED: 10/31/23

By:  \_\_\_\_\_

MARIA Z. VATHIS  
Counsel for Defendant

DATED: \_\_\_\_\_

LIDDLE SHEETS COULSON P.C.

By: \_\_\_\_\_

LAURA L. SHEETS  
Class Counsel

DATED: \_\_\_\_\_

MARSHALL P. WHALLEY & ASSOCIATES P.C.

By: \_\_\_\_\_

MARSHALL P. WHALLEY  
Class Counsel

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