

EXHIBIT A

WALTER SHUMSKI,

Plaintiff :

vs. :

THETA LAND CORPORATION; JAFLO, INC.; KEYSTONE SANITARY LANDFILL, INC.; PENNSYLVANIA AMERICAN WATER CO.; PENNSYLVANIA DEPARTMENT OF TRANSPORTATION, PENNSYLVANIA GAME COMMISSION; & ANTHRACITE RED ASH COAL COMPANY,

Defendants :

MARY F. RINALDI
IN THE COURT OF COMMON PLEAS
OF LACKAWANNA COUNTY

2009 SEP 15 P 3:00

CIVIL ACTION - LAW
JUDICIAL RECORDS

JURY TRIAL DEMANDED

04 CV 2323

ORDER OF PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

AND NOW, this 14th day of September, 2009, upon consideration of the Joint Motion for Preliminary Approval of Class Action Settlement, it is hereby ORDERED that the Joint Motion is GRANTED as follows:

1. The Court preliminarily approves the Settlement Agreement dated *by last signature* September 10, 2009 attached as Exhibit A to the Joint Motion.

The Settlement Agreement shall be submitted to the Settlement Class for their consideration and for a hearing to determine whether the settlement will be approved by the Court;

2. For purposes of the Joint Motion only, the Court:
 - a. Conditionally certifies the Settlement Class as defined in the Settlement Agreement;

- b. Conditionally designates Walter Shumski as the Named Plaintiff of the Settlement Class, as defined in the Settlement Agreement; and
- c. Conditionally designates Alan M. Feldman and Thomas More Marrone as Plaintiff's Counsel for the Settlement Class as defined in the Settlement Agreement;
3. A fairness hearing shall be held on Monday January 25, 2010 at 9:30, A.m. in Courtroom #3, Lackawanna County Courthouse, Pennsylvania, (being no sooner than 90 days from the date of this Order) to consider whether the Court should give final approval to the settlement set forth in the Settlement Agreement, including a determination of the Class Representative's incentive award and any award of attorney's fees and costs to Plaintiff's Counsel;
4. Objections to the settlement by Class Members will be considered by the Court if received in writing by Plaintiff's Counsel in advance of the fairness hearing or if asserted at the fairness hearing. Plaintiff's Counsel shall serve each of the Counsel for Defendants and file with the Court copies of all objections received in advance of the fairness hearing, together with a statement of reasons, if any, why the objection should be overruled;
5. At the hearing, Class Members may be heard orally in support of or in opposition to the settlement; Plaintiff's Counsel and Defendants' counsel should be prepared at the hearing to respond to any objections filed by the members of the Settlement Class and to provide other information, as appropriate, bearing on whether or not the settlement should be approved;

6. The Court approves the following as the sole notice required to be given to members of the Settlement Class:
 - a. a single publication of the short notice, as more fully appears at Exhibit C of the Settlement Agreement, in The Scranton Times-Tribune, at Plaintiffs' counsel's cost;
 - b. the mailing of individual notices in the form attached as Exhibit D to the Settlement Agreement to class members who are already known to Plaintiff's Counsel; and
 - c. the posting on Plaintiff's Counsel's firm website of the Notice of Proposed Class Action Settlement (Exhibit D to the Settlement Agreement) for the period stated in the settlement agreement.
7. Such notice will be given within thirty (30) days of the date hereof.
8. The Court finds that the method and content of the same notice satisfies the requirements of due process and State and Federal law;
9. Plaintiff's Counsel is directed to file with the Clerk of Judicial Records, prior to the fairness hearing, and to serve upon counsel to the defendants, certification of service of notice to the Settlement Class meaning service upon all class members who are currently known to Plaintiff's Counsel; certification of publication upon the web site of Plaintiff's Counsel as well as a true copy of the proof of the publication of notice in the usual form available from the Scranton Times-Tribune.
10. Members of the Settlement Class shall opt out of the Settlement by returning the Opt Out form in the form attached to the Settlement Agreement as Exhibit G within the opt out period as defined in the settlement agreement.

11. All evidence relevant to opt out activity received by Plaintiff's Counsel shall be served upon defense counsel and filed of record with the Clerk of Judicial Records as agreed between the parties.
12. Each and any of the Defendants shall have the option to terminate this Settlement Agreement if any Class Member Opts-Out of this Settlement Agreement in accordance with the procedure set forth in the Settlement Agreement. Defendants' option to terminate shall be exercised, if at all, within thirty days of entry by this Court of a *Final Judgment and Dismissal Order* as contemplated by the settlement agreement. In the event that any of the Defendants exercise this option, then the Settlement Agreement is void in its entirety and the parties shall have no obligation to undertake any of the terms or provisions in this Settlement Agreement.
13. The settlement shall be a full and final settlement as to the Settlement Class, certification of which will not be opposed by the Defendants, in the amount of Two Hundred Thousand Dollars (\$200,000.00). The settlement amount shall be the full amount payable by Defendants under any circumstances (i.e. attorney's fees, costs, costs of claim administration, payments to class members, etc. are all to be paid from

the \$200,000.00 fund. None of the Defendants are required to pay any amount for any reason in excess of their respective and agreed share of the total settlement amount.

BY THE COURT,

BY: 
Carmen D. Minora, J.