

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**TO: City of Shreveport Department of Water and Sewer (“DOWAS”) Customers (both Inside City and Outside City) with an Account(s) with DOWAS who Received and Paid a bill(s) from the DOWAS from June 11, 2009 through June 11, 2019 and Were Charged for and Paid More Than One “Sewer Customer Charge” On That Account**

*A STATE COURT HAS AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.*

**THIS NOTICE AFFECTS YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY AND COMPLETELY**

This Notice informs you of a proposed settlement of certain class action claims against the City of Shreveport, Louisiana (hereinafter “Defendant” or “the City”) concerning Defendant’s overcharging of Customers of the City’s Department of Water and Sewerage (“DOWAS”) for Sewer Customer Charges based on the City’s practice of charging a single account with more than one water meter or “meter face” for more than one “Sewer Customer Charge” in contravention of the City of Shreveport Ordinance 94-165, and for which Plaintiff has sought recovery of the amounts overpaid among other damages. **This notice advises you of your rights with respect to the proposed settlement, including your right to receive an automatic payment (or credit), your right to exclude yourself from the settlement, and your right to object to the settlement.**

A \$600,000.00 Settlement has been reached in a class action about the way in which the City of Shreveport charged DOWAS customers with more than one water meter or “meter face” on an account for their “Sewer Customer Charge” on their water and sewer bills. This Settlement was reached with Defendant, the City of Shreveport.

| SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT |  |
|---|--|
| <b>Receive a Payment or Account Credit</b>                  | If you are entitled under the Settlement to a payment or Account Credit, you do not have to do anything to receive it. If the Court approves the Settlement and it becomes final and effective, and you remain in the Settlement Class, all Settlement Class Members who were overcharged on their “Sewer Customer Charge” as a result of the City of Shreveport’s charging multiple “Sewer Customer Charges” for more than one meter or “meter face” on one account during the Class Period will automatically receive a payment or account credit. |
| <b>Exclude Yourself from the Settlement</b>                 | Receive no benefit from the Settlement. This is the only option that allows you to retain your right to bring any other lawsuit against the City of Shreveport about the claim in this case that is the subject of this Settlement.  |
| <b>Object</b>   | Write to the Court if you do not like the Settlement.  |
| <b>Go to a Hearing</b>                                      | Ask to speak in Court about the fairness of the Settlement (after timely and proper submission of a written objection).  |
| <b>Do Nothing</b>   | You will receive any payment or Account Credit to which you are entitled and will give up your right to bring your own lawsuit against the City of Shreveport about the claim in this case that is the subject of this Settlement.   |

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

The Court in charge of this case still has to decide whether to approve the Settlement. Payments and Account Credits will be provided if the Court approves the Settlement, and after any other issues are resolved. Please be patient.

## GENERAL INFORMATION

### 1. What is the purpose of this Notice?

**Do not be alarmed. You have not been sued. This Notice is to inform you of this proposed class action settlement, to alert you to the fact that you have been identified as a member of the Settlement Class, which has been certified by the Court; and, to inform you of your rights and options as a member of the class.**

This Notice is being sent to you based upon the City of Shreveport's records indicating that you are a former or current customer with an account of the City of Shreveport's Department of Water and Sewer and paid more than one "Sewer Customer Charge" for an account on your water and bill during the Class period (June 11, 2009 through June 11, 2019).

You may be entitled to receive benefits (either by way of bill credit or check) under a settlement of legal claims relating to the amounts that you were overcharged for the "Sewer Customer Charge" portion of your water and sewer bill.

### 2. Do I have to do anything?

If the Court grants final approval of the Settlement and it becomes effective, you do not have to do anything to receive payment (or credit) under the Settlement. As set forth below, you also have the option to object to the proposed Settlement, or you may exclude yourself from the Settlement. If you choose to exclude yourself from the Settlement, you will not receive any payments or credits from the Settlement, and you will retain your right to file any claim you may have against Defendant on your own and at your own expense.

### 3. What is a class action lawsuit?

In a class action, one or more people called "Class Representatives" (Shirewood Lakes Apartments, LLC d/b/a Lakeville Townhomes) sue on behalf of people who have similar claims. All of these people are a "Class" or "Class Members." The Class Representative who sued—and all the Class Members like them—is called the Plaintiff. The entity that the Class Representatives sued (in this case, the City of Shreveport), is called the Defendant. One court resolves the issues for all of the Class Members, except for those who may choose to exclude themselves from the Class. This Notice is provided because the Court has decided that this matter should proceed as a class action lawsuit, and the Defendant has agreed to a proposed settlement with the Class.

## INFORMATION ABOUT THE CLASS ACTION

### 4. What is this class action lawsuit about?

On or about May 24, 2019, Class Counsel filed an Original Petition on behalf of named Plaintiff, Shirewood Lakes Apartments, LLC d/b/a Lakeville Townhomes, individually and on behalf of current and former customers of the City of Shreveport's Department of Water and Sewerage in which Plaintiffs alleged that the City was overbilling customers for their sewer services by way of non-compliance with the City of Shreveport's Code of Ordinances, Section 94-165(1) (hereinafter referred to as "the Ordinance"). In short, the method and process that the City was utilizing to bill accounts with more than one water meter or "meter face" for more than one "Sewer Customer Charge" was inconsistent and at odds with the plain language of Section 94-161 and 94-165(1) and resulting in overcharges to those customers. This practice began at least as early as June 2009.

Plaintiff's allegations are detailed in the Original Class Action Petition, copies of which are available and may be reviewed at [www.cosmonthlychargesettlement.com](http://www.cosmonthlychargesettlement.com)

## 5. Who is in the Settlement?

If you received a notice of the Settlement from a postcard addressed to you, then you may be a part of the Settlement Class. But, even if you did not receive a postcard, you may still be in the Settlement Class, as described below.

The Settlement Class includes:

- a. Current and/or former residents and/or entities of the City of Shreveport and/or the Parish of Caddo;
- b. Who are or were residential, commercial, or industrial customers of the City of Shreveport's Department of Water and Sewer ("DOWAS") for the time period of June 11, 2009 through June 11, 2019;
- c. Who are or were subject to paying "Sewer Customer Charges"/"Monthly Sewer Charges" pursuant to the provisions of Section 94-165(1) of Shreveport's Code of Ordinances, ("the Sewer Ordinance"); and,
- d. Have or had an account with DOWAS (during the relevant time period, above) which included more than one water meter and/or meter "face", and were billed and paid for more than one "Sewer Customer Charge"/"Monthly Sewer Charge" on that account.

You may contact the Claims Administrator if you have any questions about whether you are in the Settlement Class.

## THE PROPOSED SETTLEMENT

## 6. What does the Settlement Provide?

If you wish to remain a member of the Settlement Class and participate in the proposed Settlement, **YOU DO NOT NEED TO DO ANYTHING AT THIS TIME.**

You will be entitled to receive the benefits provided by the proposed Settlement if the Court grants final approval of the Settlement and accompanying documents.

Pursuant to the proposed Settlement and Order granting Preliminary Approval of Settlement, the City of Shreveport will provide benefits to the Settlement Class consisting of cash and account credits. The City of Shreveport will pay six hundred thousand dollars (\$600,000.00) to the Class Common Fund.

The Class Common Fund will be distributed among the Settlement Class proportionately based on the amount of the overcharge. There will be a distribution from the Class Common Fund of six hundred thousand dollars (\$600,000.00) less (1) attorneys' fees and costs approved by the Court; and, (2) compensatory awards to Class Representative(s) approved by the Court.

- a. Settlement Class Members who are current customers of the City of Shreveport's Department of Water and Sewerage will receive payment under this Settlement in the form of a bill credit.
- b. Settlement Class members who are former customers of the City of Shreveport's Department of Water and Sewerage will receive payment under this Settlement in the form of a check to the address on file with the City of Shreveport (or to any better address that can be found or that you may provide).

## 7. How do I receive a payment or an Account Credit?

If you are in the Settlement Class, and entitled to receive a benefit, you do not need to do anything to receive a payment or Account Credit. If the Court approves the Settlement and it becomes final and effective, and you remain in the Settlement Class, all Settlement Class Members who did not have a negative account balance if and when s/he closed her account with DOWAS will automatically receive a payment or Account credit for his/her portion of the overcharges that were paid during the time period covered by the Settlement.

## 8. Am I giving anything up by staying in the Settlement Class?

Unless you exclude yourself from the Settlement Class, you cannot sue, continue to sue or be part of any another lawsuit against the City of Shreveport about the overcharge by the City where the City charged multiple “Sewer Customer Charges” to a Class Member’s account. It also means that all of the decisions by the Court will bind you, The Release described hereinbelow and as provided in more detail in the Order granting Preliminary Approval of Class Action Settlement describe the precise legal claims that you give up if you remain in the Settlement. The Settlement Agreement, the Order granting Preliminary Approval of Class Action Settlement and other settlement-related documents are available at [www.cosmonthlychargesettlement.com](http://www.cosmonthlychargesettlement.com).

### **EXCLUDING YOURSELF FROM THE SETTLEMENT (OPTING OUT)**

If you do not want benefits from the Settlement, and you want to keep the right to sue or continue to sue the City of Shreveport on your own about the legal issues addressed in this settlement, or you want to do nothing and have no connection with or benefit from the Settlement, then you must take steps to get out of the Settlement. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Settlement Class.

#### **9. How do I get out of the Settlement?**

To exclude yourself from the Settlement, **you must** send a letter that includes the following:

- Your name, address and telephone number;
- Your DOWAS account number(s) (if you know it);
- A statement that you want to be excluded from the Settlement Class in *Shirewood Lakes Apartments, LLC v. City of Shreveport*, No. 616,821-C; First Judicial District Court, Caddo Parish, Louisiana; and,
- Your signature.

You **must** mail your exclusion request, postmarked no later than **JUNE 15, 2022** to:

**PETTIETTE, ARMAND, DUNKELMAN, WOODLEY, BYRD & CROMWELL, LLP**  
ATTN: *Shirewood v. COS Settlement*  
P.O. Box. 1786  
Shreveport, Louisiana 71166-1786

#### **10. If I don’t exclude myself, can I sue the City of Shreveport for the same thing later?**

No. Unless you exclude yourself, you give up the right to sue the City of Shreveport for the claims that this Settlement resolves. You must exclude yourself from this Settlement Class in order to try to pursue your own lawsuit.

#### **11. If I exclude myself from the Settlement, can I still receive payment or Account credit?**

No. You will not receive a payment or an account credit if you exclude yourself from the Settlement.

## THE LAWYERS REPRESENTING YOU

### 12. Do I have a lawyer in this case?

The Court has approved of two lawyers as “Class Counsel” to represent you and others in this matter. Jerald R. Harper and Anne E. Wilkes of the Harper Law Firm, APLC, in Shreveport, Louisiana, have been confirmed and approved as Class Counsel, and they are responsible for handling all Settlement-related matters on behalf of Plaintiffs. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 13. How will the lawyers be paid?

Class Counsel has been representing you and will continue to represent your interests (along with the Class Representative) in this case. At the outset, in May 2019, Class Counsel agreed to handle this case on a “contingent” basis and advance all costs and expenses on behalf of the Plaintiffs and the Settlement Class. Class Counsel intend to file a motion for attorneys’ fees and costs to be paid from the Class Common Fund in an amount not to exceed twenty-five percent (25%) of the Class Common Fund, inclusive of costs and expenses. Class Counsel’s motion for Attorneys’ Fees and Costs must be approved by the Court. Class Counsel will also seek approval of compensatory awards to the Class Representative in the amount of two thousand dollars (\$2,000.00) to recognize their time, energy and commitment during the litigation.

## OBJECTING TO THE SETTLEMENT

You also have the right to object and tell the Court that you do not agree with all or parts of the Settlement or other details in the Preliminary Approval Order.

### 14. How do I tell the Court I don’t like the Settlement?

If you are a member of the Settlement Class, you can object to any part of the Settlement, the Settlement as a whole (as detailed in the Order of Preliminary Approval), Class Counsel’s request for attorneys’ fees and costs; and/or, the request for incentive award for named Class Representatives.

In order to object, you **must** submit a letter that includes the following:

- The name of the case, which is *Shirewood Lakes Apartments, LLC v. City of Shreveport*, No. 616,821-C; First Judicial District Court, Caddo Parish, Louisiana;
- Your full name, address and telephone number;
- Your DOWAS account number(s) (if you have it);
- An explanation of the basis upon which you claim to be a member of the Settlement Class;
- A statement with specificity of the grounds for your objection, and whether the objection applies only to you, a specific subset of the Settlement Class, or the entire Settlement Class, accompanied by any legal support for your objection known to your or your counsel (if you have your own attorney);
- The number of times in which you have objected to a class action settlement within the last five years and the caption(s) of those cases; and, a copy of any orders related to or ruling upon your prior such objections;
- The identity of all counsel who represent you (if any) related to your objection to the Proposed Settlement;
- Whether you wish to be heard in person at the final approval hearing;
- The identity of all counsel (if any) representing you who will appear at the final approval hearing;
- A list of all person(s) who will be called to testify at the final approval hearing in support of your objection (if any);
- A statement confirming whether you intend to personally appear, and/or testify at the final approval hearing; and,
- Your personal signature. (An attorneys’ signature is not sufficient)

You **must** submit your objection to **all** of the people listed below, postmarked or delivered no later than **JUNE 15, 2022**

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| <p>Caddo Parish Clerk of Court<br/>         First Judicial District Court<br/>         501 Texas Street<br/>         Shreveport, Louisiana 71101</p>   | <p><b>HARPER LAW FIRM, APLC</b><br/> <i>Re: Shirewood v. COS</i><br/>         P.O. Box 1816<br/>         Shreveport, Louisiana 71166</p> |
| <p><b>PETTIETTE, ARMAND, DUNKELMAN,<br/>         WOODLEY, BYRD &amp; CROMWELL, LLP</b><br/>         ATTN: <i>Shirewood v. COS Settlement</i><br/>         P.O. Box. 1786<br/>         Shreveport, Louisiana 71166-1786</p> |  |

Any Settlement Class Member who does not properly file and serve a timely written objection to the settlement shall not be permitted to object to the Settlement at the Fairness Hearing and shall be foreclosed from seeking review of the Settlement by appeal, collateral attack, or otherwise.

**15. What’s the difference between objecting and excluding?**

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don’t want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

**THE FINAL FAIRNESS AND APPROVAL HEARING & RELEASE OF CLAIMS**

**The Court will hold a final hearing to consider the fairness and adequacy of the Settlement** (including those terms detailed in the Order granting Preliminary Approval) and to consider Class Counsel’s Motion for Attorneys’ Fees and Expenses as well as Approval for the Compensatory award for Class Representatives. This hearing will occur on **AUGUST 8, 2022, at 10:30 A.M. at the Caddo Parish Courthouse (First Judicial District Court), 501 Texas Street, Shreveport, LA 71101.**

**Release.** The proposed Settlement is intended to resolve and terminate any and all claims that were raised or could have been raised by or on behalf of the Class Members as alleged in the Petition in this matter relating to the City of Shreveport’s charging multiple “Sewer Customer Charges” to a Class Member’s account. The proposed Settlement, if finally approved by the Court, will result in the release by each Settlement Class Member of all such claims. And, if the proposed Settlement is finally approved by the Court, the Court will thereafter enter an Order dismissing such claims with prejudice as to all Settlement Class Members.

**16. Do I have to come to the Final Fairness and Approval Hearing?**

No. Settlement Class Counsel will answer any questions that the Court may have. But you have the right to come at your own expense. If you send an objection, you don’t have to come to Court to talk about it. As long as you submitted your written objection on time, to the proper address and it complies with the requirements set forth above, the Court will consider it. You may also pay your own lawyer to attend, but it’s not necessary.

## **FREQUENTLY ASKED QUESTIONS**

### **17. What happens if I do nothing?**

If you do nothing, you will still receive the benefits to which you are entitled. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit on the issues addressed in the Settlement, or be part of any other lawsuit against the City of Shreveport relating to the issues in the Settlement.

### **18. What if I moved?**

If your mailing address has changed or is expected to change in the near future, or if you received a summary “Postcard” Notice at an address other than what was listed on the postcard, you should send your new mailing address, along with your name, DOWAS account number(s) (if you have it) for which you received the Postcard Notice to the Claims Administrator at:

**PETTIETTE, ARMAND, DUNKELMAN, WOODLEY, BYRD & CROMWELL, LLP**

ATTN: *Shirewood v. COS Settlement*

P.O. Box. 1786

Shreveport, Louisiana 71166-1786

### **19. What if I am no longer a customer of the City of Shreveport Department of Water & Sewerage?**

For purposes of the proposed Settlement, you are a member of the Settlement Class and entitled to receive payment under the Settlement if you were billed and paid for sewer services with the City of Shreveport’s Department of Water & Sewerage for the time period of June 11, 2009 through June 11, 2019.

### **20. Where can I get more information?**

The descriptions in this Notice of the claims, Settlement, and related documents in this case are only summaries. If you have any questions or would like more information, please visit the class action website at [www.cosmonthlychargesettlement.com](http://www.cosmonthlychargesettlement.com). You may also consult with your own attorney.

The Settlement Agreement, Order Approving Preliminary Settlement, and all other documents filed in this lawsuit may be reviewed and copied at the Caddo Parish Clerk of Court, located at 501 Texas Street, Shreveport, Louisiana. You may also view the Settlement Agreement, Order Approving Preliminary Settlement and other settlement-related documents at [www.cosmonthlychargesettlement.com](http://www.cosmonthlychargesettlement.com).

**Please do not call the Judge, the Clerk, or the Court about this Notice or the lawsuit. They will not be able to give you advice or answer your questions.**