

SHIREWOOD LAKES APARTMENTS, LLC
d/b/a/ LAKEVILLE TOWNHOMES,
INDIVIDUALLY AND ON BEHALF OF A
CLASS OF SIMILARLY SITUATED
PERSONS

SUIT NO.: 616,821-C

VERSUS

FIRST JUDICIAL DISTRICT COURT

CITY OF SHREVEPORT

CADDO PARISH, LOUISIANA

**MOTION FOR CLASS ACTION CERTIFICATION AND
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

NOW INTO COURT, through undersigned counsel, comes Plaintiff, SHIREWOOD LAKES APARTMENTS, LLC d/b/a LAKEVILLE TOWNHOMES, individually and on behalf of a class of similarly situated natural and juridical persons, which hereby files this *Motion for Class Action Certification and Preliminary Approval of Class Action Settlement* as follows:

1.

Plaintiff, SHIREWOOD LAKES APARTMENTS, LLC d/b/a LAKEVILLE TOWNHOMES, is a juridical person domiciled in Caddo Parish, Louisiana, which may hereinafter be referred to as the “Representative Plaintiff.”

2.

The above-named action, as originally pled on or about May 24, 2019 by their filing of the *Original Class Action Petition*, is an action for breach of contract for the recovery of overpayments of “Monthly Water and Sewer Customer Charges” by and from the City of Shreveport over the last ten (10) years (the “Accounts”) of its “residential”, “commercial”, and “industrial”¹ customers.

3.

As discussed in more detail in the accompanying memorandum, contemporaneous with the filing of the instant *Motion*, and as part of the Settlement Agreement reached (annexed hereto as **Appendix “1-A”**), Plaintiff has moved for a partial dismissal of their claims, particularly all claims as to “Monthly Water Charges”², reserving any and all rights that Mover has or may have against

¹ As defined by Plaintiff in its *Original Class Action Petition*.

² As defined by Plaintiff in its *Original Class Action Petition*.

the CITY OF SHREVEPORT in their remaining cause of action pending herein, including but not limited to their claims for flat fee sewer service charges “assessed to each account per billing cycle” (referred to in Plaintiff’s *Original Class Action Petition* as “Monthly Sewer Charges”)³.

CLASS CERTIFICATION

4.

As to the remaining claims alleged by Plaintiff subject to the Settlement Agreement and upon which Plaintiff seeks Class Certification and Preliminary Approval, there exists a class of persons having suffered injury in manner which are so legally and factually substantially similar to that addressed in this matter as to require certification of this matter as a Class Action based on the following reasons, and as explained more fully in the accompanying memorandum in support of this motion.

5.

This aforementioned class of persons is or may be defined as (hereinafter referred to as “putative Plaintiff Class”):

- 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.

³ As defined by Plaintiff in Paragraph 9 of Plaintiff’s *Original Class Action Petition*.

6.

As described more fully in the accompanying memorandum, this class of persons, as defined in paragraph 5, above, is so numerous as to render joinder of all interested parties judicially impracticable or impossible, insofar as the number of affected residential, commercial and industrial accounts are at least 1,200 in number.

7.

As explained more fully in the accompanying memorandum, the judicial resolution of individual claims by members of this class would each involve questions of law and/or fact common to the class, as required by La. C.C.P. art. 591(A)(2).

9.

As discussed more fully in the accompanying memorandum, the claims of the above-named Representative Plaintiff is typical of those of the subject class (as defined in paragraph 5, above), rendering the representatives typical of the class pursuant to La. C.C.P. art. 591(A)(3).

10.

Having established that the claims of the aforementioned Representative Plaintiff is typical of those of the subject class (as defined in paragraph 5, above), it follows that, in asserting their own claims, Representative Plaintiff, SHIREWOOD LAKES APARTMENTS, LLC d/b/a LAKEVILLE TOWNHOMES, shall adequately and fairly protect the interests of the class as required by La. C.C.P. art. 591(A)(4).

11.

As part of the Settlement Agreement, Defendant has substantially agreed to Plaintiff's definition as to the putative Settlement Class. (See Appendix "1-A", at p. 2 ¶5).

12.

In conjunction with certifying the Settlement Class, Plaintiff also requests that this Honorable Court formally appoint Harper Law Firm, APLC, attorneys Jerald R. Harper and Anne E. Wilkes as Class Counsel.

PRELIMINARY APPROVAL

13.

In addition, and as more fully described in the accompanying memorandum, Plaintiff submits that the Settlement Agreement (Appendix “1-A”), in combination with the additional administrative and ancillary matters described in the accompanying memorandum, provide a highly beneficial result for the Settlement Class in light of the complexity, expense, duration of the case and the probability of success.

14.

Moreover, and as more fully discussed in the accompanying *Memorandum*, the Settlement Agreement (Appendix “1-A”), in combination with the additional administrative and ancillary matters described in the accompanying memorandum, yields a beneficial result to the Settlement Class as in so far as it (i) was the product of serious, informed and non-collusive negotiations; (ii) does not impose preferential treatment to any segment of the Settlement Class; (iii) does not contain any obvious deficiencies; and, (iv) is within the range of judicial approval.

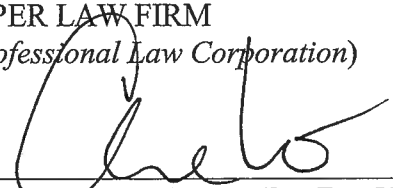
WHEREFORE, Plaintiff, SHIREWOOD LAKES APARTMENTS, LLC d/b/a LAKEVILLE TOWNHOMES, individually and on behalf of a class of similarly situated natural and juridical persons, prays that Defendant, the CITY OF SHREVEPORT, be duly cited and served with a copy of this *Motion for Class Action Certification and Preliminary Approval of Class Action Settlement*, that it be required to show cause, at a time set by this Court, as to why this *Motion* should not be granted; and, that after due proceedings are had, this Honorable Court grant a judgment in favor of Plaintiff’s *Motion for Class Action Certification and Preliminary Approval of Class Action Settlement* which:

1. Certifies the Class as follows:
 - 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.
2. Certifies the Harper Law Firm, APLC attorneys Jerald R. Harper and Anne E. Wilkes, as Class Counsel;
 3. Grants Preliminary Approval of the Settlement Agreement;
 4. Grants Approval of the Class notice(s) and accompanying schedule;
 5. Sets date(s) for a fairness hearing, finalization of the settlement, and related matters; and,
 6. Grants any other additional relief as is shown to be deemed just and proper.

Respectfully submitted,

HARPER LAW FIRM
(A Professional Law Corporation)

BY: 

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harper@harperfirm.com

Anne E. Wilkes, La. Bar No. 36729

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213 Texas Street

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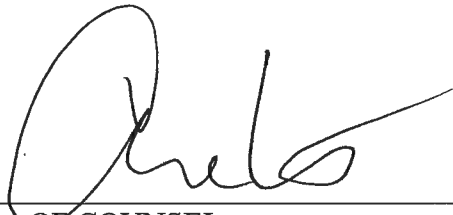
**ATTORNEYS FOR PLAINTIFFS,
SHIREWOOD LAKES APARTMENTS, LLC
d/b/a LAKEVILLE TOWNHOMES, individually
and on behalf of a class of similarly situated
juridical persons**

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been served upon all counsel of record via e-mail, U.S. Mail and/or hand delivery as described below to:

Mr. Edwin H. Byrd, III
Mr. Marshall Perkins
*Pettiette, Armand, Dunkelman,
Woodley, Byrd & Cromwell, LLP*
400 Texas Street, Suite 400
Shreveport, Louisiana 71101
via e-mail only: ebyrd@padwbc.com
mperkins@padwbc.com

on this **23rd** day of **December 2021**.


OF COUNSEL

SHIREWOOD LAKES APARTMENTS, LLC
d/b/a/ LAKEVILLE TOWNHOMES,
INDIVIDUALLY AND ON BEHALF OF A
CLASS OF SIMILARLY SITUATED
PERSONS

SUIT NO.: 616821-C

VERSUS

FIRST JUDICIAL DISTRICT COURT

CITY OF SHREVEPORT

CADDO PARISH, LOUISIANA

RULE TO SHOW CAUSE

CONSIDERING THE FOREGOING MOTION:

IT IS HEREBY ORDERED that Defendant, the CITY OF SHREVEPORT, show cause,
if it can, on the 31 day of JANUARY, 2022, at 11:30 o'clock
a.m. / p.m. why Plaintiffs' *Motion for Class Action Certification and Preliminary Approval of*
Class Action Settlement should not be granted.

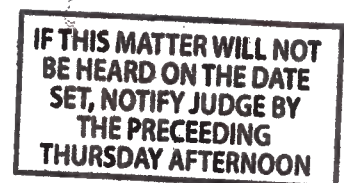
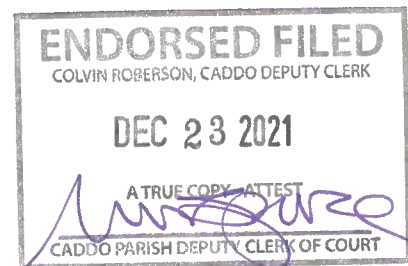
THUS DONE AND SIGNED in Shreveport, Caddo Parish, Louisiana, this 25 day of
December, 2021.

S/ Michael P. Toman

DISTRICT COURT JUDGE

PLEASE SERVE:

The City of Shreveport
Through its counsel of record:
Mr. Edwin H. Byrd, III
Mr. Marshall Perkins
Pettiette, Armand, Dunkelman,
Woodley, Byrd & Cromwell, LLP
400 Texas Street, Suite 400
Shreveport, Louisiana



SHIREWOOD LAKES APARTMENTS, LLC
d/b/a LAKEVILLE TOWNHOMES,
INDIVIDUALLY AND ON BEHALF OF A
CLASS OF SIMILARLY SITUATED
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SUIT NO.: 616821-C

VERSUS

FIRST JUDICIAL DISTRICT COURT

CITY OF SHREVEPORT

CADDO PARISH, LOUISIANA

MEMORANDUM IN SUPPORT OF
MOTION FOR CLASS ACTION CERTIFICATION AND PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT

NOW INTO COURT, through undersigned counsel, comes Plaintiff, SHIREWOOD LAKES APARTMENTS, LLC d/b/a LAKEVILLE TOWNHOMES, individually and on behalf of a class of similarly situated natural and juridical persons, which hereby files this *Memorandum in Support of Motion for Class Action Certification and Preliminary Approval of Class Action Settlement* as follows:

I. SUMMARY OF LITIGATION

A. BACKGROUND

The City of Shreveport provides water and sewer services to residents and businesses inside and outside the City limits. As such, the City acts as a “utility” and possesses a “natural monopoly” over such services. At the time of filing the Petition (and at all times pertinent to this litigation), every residential, commercial or industrial customer of the City of Shreveport’s Department of Water and Sewer (“DOWAS”) located inside the City [“Inside City”] or outside of the City [“Outside City”] who has an account with the City of Shreveport for water and sewer services, has a contract with the City for those services, as detailed in Section 94-2 of the City of Shreveport Code of Ordinances.

Each DOWAS customer has one or more accounts with a unique ID number; and, each account must have at least one water meter, which measures the amount of water consumed. The “dial” on these meters is commonly referred to (and will be referred to herein) as a “meter face.” Some accounts have more than one meter. Each meter is assigned a separate unique identifying number.

Some accounts have a water meter or meters with two sets of dials or “faces” on one “meter housing” attached to a single pipe, which arrangement is sometimes referred to (and will be referred to herein) as a “compound meter.” The City makes the determination as to whether to install a compound meter, as this arrangement permits it to more accurately measure consumption at very low periodic flows, on accounts which also experience high periodic flows (e.g.: apartments, which have high flows in morning and evening, but low flows during the day). Such compound meters are in the City’s financial interest as they allow it to more precisely measure consumption which might otherwise escape detection at lower flows. These “compound” meters are also assigned a unique ID number, with the number itself being the same for both “faces” but different at the end to delineate between the “high flow” and “low flow” meter “face”.

Below and on the following page are demonstrative illustrations and descriptions of a water meter and meter “face” and a “compound meter” with annotations for ease of reference and additional clarity.

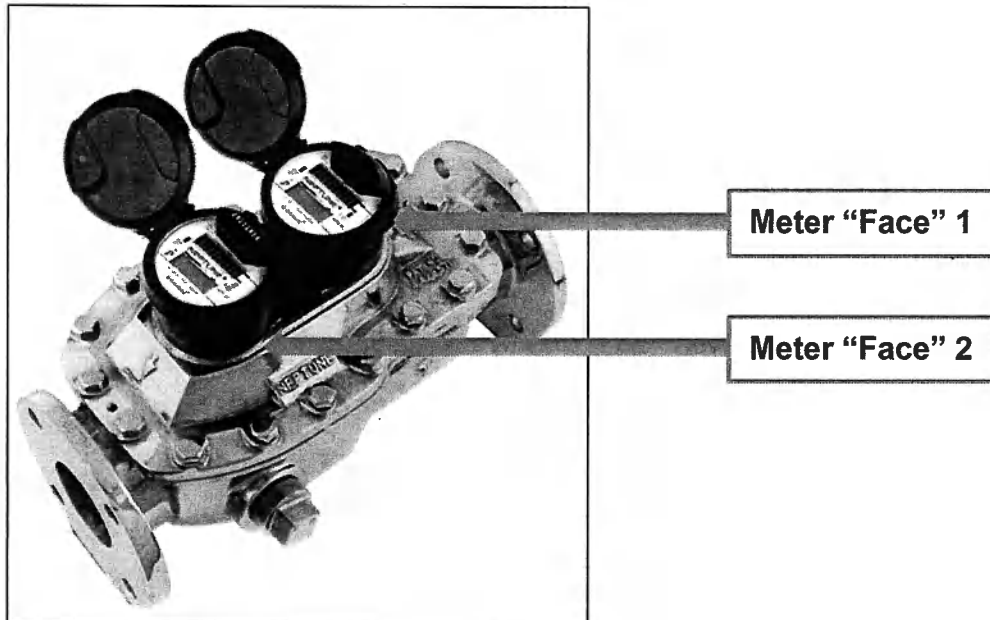
Figure 1: Illustrative Water Meter and “Meter Face”



For purposes of illustration, this water meter would have a unique identifying number:

- Meter Face: B1002220

Figure 2: Illustrative “Compound Meter”



For purposes of illustration, this water meter would have two unique identifying numbers, one for each face:

- Meter Face (1): B100333HI
- Meter Face (2): B100333LO

DOWAS bills its customers—for sewer service purposes—for two separate “categories”, which are called the following, based on the language on a customer’s water bill: (1) the “Sewer Quantity Charge (the amount of wastewater entering the sewer and, for residential customers, determined by calculation based on consumption during winter months, as discussed extensively in *Pernici, et al., v. City of Shreveport*, No. 599,698; First Judicial District Court, Caddo Parish); and, (2) the Sewer Customer Charge (a flat monthly service charge). The latter is the focus and subject of the instant litigation.

The Sewer Customer Charge is authorized by Ordinance and described as set forth in Shreveport Code of Ordinances Section 94-165(1) and Section 94-161. Somewhat confusingly, the DOWAS water bills and the Ordinance Sections interchangeably use the terms “Sewer Customer Charge”, “Monthly Sewerage Charge,” and “Sewerage Service Charge”.

Shreveport Code of Ordinances Section 94-165(1) reads as follows:

The following rates shall be charged for wastewater collection and treatment provided for customers served by the sanitary sewer system of the city. The charges provided in this section are to be for the full payment of the costs of operation and maintenance, including replacement, of the wastewater collection and treatment system.

(1) *Monthly sewerage charge.* A monthly service charge for all users is established as follows:

- a. *Effective October 1, 2013:*
Inside city—\$5.55
Outside city—\$11.10
- b. *Effective January 1, 2015:*
Inside city—\$6.33
Outside city—\$12.66
- c. *Effective January 1, 2016:*
Inside city—\$7.22
Outside city—\$14.44
- d. *Effective January 1, 2017:*
Inside city—\$7.87
Outside city—\$15.74
- e. *Effective January 1, 2018:*
Inside city—\$8.42
Outside city—\$16.84
- f. *Effective January 1, 2019:*
Inside city—\$9.01
Outside city—\$18.02
- g. *Effective January 1, 2020:*
Inside city—\$9.55
Outside city—\$19.10
- h. *Effective January 1, 2021:*
Inside city—\$9.74
Outside city—\$19.48
- i. *Effective January 1, 2022:*
Inside city—\$9.93
Outside city—\$19.86

Shreveport Code of Ordinances, Sec. 94-165(1)(a)-(i) (annexed hereto as **Exhibit “1”**).⁴

Shreveport Code of Ordinances Section 94-161 defines “Sewerage Service Charge” as “a minimum amount billed monthly to all sewer accounts regardless of class and regardless of whether or not any sewage is discharged into the sanitary sewerage system.”

Despite the Ordinance language, for the time period of at least June 11, 2009 through June 11, 2019, the City of Shreveport applied and charged customers “Sewer Customer Charges” based on the number of meter faces instead of “per account”. So, in the case of Shirewood Lakes

⁴ The rates for the “Sewer Customer Charge”/ “Monthly Sewerage Charge” were different prior to October 2013, as illustrated by Ordinance 193 of 2007 (annexed hereto as **Exhibit “2”**).

Apartments, LLC, Shirewood's DOWAS account ending in 8301 has sixteen distinct meters. Instead of charging Shirewood for one "Sewer Customer Charge"/ "Monthly Sewerage Charge", the City billed Shirewood for sixteen "Sewer Customer Charges"/ "Monthly Sewerage Charges". It was this improper overcharge that led to the filing of the subject class action lawsuit.

B. THE LITIGATION

On or about May 24, 2019 Plaintiff, Shirewood Lakes Apartments, LLC, individually and on behalf of a class of similarly situated natural and juridical persons filed suit against the City of Shreveport based on, namely, the City of Shreveport Department of Water and Sewerage's overcharging customers for their "sewer customer charge"/ "monthly sewerage charge". As noted, Shirewood, acting as lead plaintiff/class representative showed that, for one DOWAS account, it was billed for and paid sixteen (16) "sewer customer charges"/ "monthly sewage charges", which is fifteen (15) more than the Shreveport City Code of Ordinances allows. *See Original Class Action Petition*, at pp. 1-3, 6, 8-15 ¶¶1-9, 12-14, 27-64 *and* Exhibit "D".

Thereafter, Plaintiff propounded written discovery to the City and issued deposition notices to the City and Jeffrey Anderson. The City provided a response to the written discovery, which was insufficient. As a result, on or about October 1, 2019, Plaintiff filed its *First Motion to Compel*. That motion was subsequently removed from the docket; and, the depositions were not taken because in mid-October 2019, the parties agreed to mediate this matter along with two other DOWAS-related class action, *T. Scott Pernici, et al., v. City of Shreveport*, No.: 599,598-C, First Judicial District Court, Caddo Parish; and, (2) *The Haven Property Owners Association, Inc., et al., v. City of Shreveport*, No. 610,530-C; First Judicial District Court, Caddo Parish.

Prior to the filing of the lawsuit, the City submitted and proposed to Shreveport City Council an amendment to Sec. 94-165(1) adding the following language: "Note: Customer charge shall be paid per face billed for water meter." *See Original Class Action Petition*, at Exhibit "M". Ordinance 53 of 2019 was passed by City Council on or about May 14, 2019, with an effective date of May 28, 2019 (Ordinance annexed hereto as **Exhibit "3"**). The effect of the amendment was to place the City's (previously improper) practice in compliance with the language of the Ordinance.

C. MEDIATION AND SETTLEMENT AGREEMENT

The parties engaged in mediation on or about December 17-18, 2019 before Mediator W. Ross Foote, at the conclusion of which the parties came to an agreement and subsequently entered into and executed a Settlement Agreement, which agreed to resolve the *Shirewood* matter (as amended and modified based on such agreement to dismiss the claims dealing with “water customer charges”) for six hundred thousand dollars (\$600,000.00). (Executed Settlement Agreement annexed hereto as **Attachment “1-A”**).

II. OVERVIEW OF THE SETTLEMENT AGREEMENT

A. CLASS DEFINITION

The Settlement Agreement provides that the parties have agreed to certify the class which encompasses “those customers of the City of Shreveport’s Department of Water and Sewer for the time period from June 11, 2009 to June 11, 2019, who had an account with DOWAS which included more than one water meter “face” and were charged by the City for more than one “sewer customer charge.” Appendix “1-A”, at p. 2 ¶5(c)).

Class counsel has drafted a more formalized proposed class definition for the Court’s consideration, review and approval, which is as follows:

- 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.

B. PARTIAL DISMISSAL

As noted above in Section I(C), the parties also agreed in the Settlement Agreement that Plaintiffs would dismiss the claims in the Original Class Action Petition as to the “water customer

charge” to accounts with multiple meters and/or compound meters. (Appendix “1-A”, at p. 2 ¶5(b)). The motion for Partial Dismissal has been filed contemporaneously with the subject motion.

C. OTHER TERMS OF THE EXECUTED SETTLEMENT AGREEMENT

1. Structure of Settlement Amount

The Settlement Agreement, provides that the City will pay six hundred thousand dollars (\$600,000.00) for the benefit of the Settlement Class. (See Appendix “1-A”, at pp. 2-3 ¶6).

2. Payment of Attorneys’ Fees and Costs

The Settlement Agreement expressly states that “the City understands that counsel for Plaintiff Classes will apply for and be entitled to an award of attorney’s fees in connection with the agreements to pay the classes and sub-classes identified herein.” (Appendix “1-A”, at p. 3 ¶8). Class Counsel contends that part of the Mediation included an agreement from the City that it would not object to Class Counsel’s attorney fee application (commonly known as a “clear sailing” agreement); however, after the conclusion of the mediation, the City would not sign an agreement that included this provision. Nevertheless, the signed Settlement Agreement between the parties does not provide for any amount for fees and/or costs.⁵ Nor does the signed Settlement Agreement provide for the payment, separate and apart from attorneys’ fees, of the cost of the administration of the class action (e.g.: mailing of notices, website management, opt-out management, distribution of settlement amounts to Settlement Class Members, etc...). These issues involve the disposition of the settlement corpus provided through the settlement between the parties.

Class Counsel has included in the draft Long Form Notice (discussed *infra*) to Settlement Class Members the amount that Class Counsel will be seeking for fees, costs and expenses to fully inform the class in anticipation of and preparation for the fairness hearing.

⁵ Traditionally, it is customary for defense counsel to “remain silent” when the attorney’s fees and costs come from the common fund, as will be discussed in more depth in future briefing. See e.g., Turner v. Murphy Oil USA, Inc., 472 F.Supp.2d 830, 858-59 (E.D. La. 2007). This Court will determine whether the proposed attorneys’ fees and costs are fair after reviewing and considering a motion for Attorneys’ Fees and Expenses, which will be filed in keeping with the proposed schedule provided *infra*. It is customary for a Court to consider and rule on such a motion at the fairness hearing when finalizing the proposed settlement.

3. Release

In exchange for the relief described above, the Settlement Agreement to all Settlement Class Members and will fully resolve the issues in the Original Petition, as amended and/or modified by the partial dismissal. (Appendix "1-A", a.

D. ANCILLARY AND ADMINISTRATIVE MATTERS

The details of outstanding ancillary and administrative matter will be discussed in detail in Section VI *infra*.

III. CLASS CERTIFICATION

A. APPLICABLE LAW: CLASS ACTION CERTIFICATION

The class action is a procedural mechanism with the fundamental objective of securing economies of time, effort, expense for the court and the parties. The purpose and intent of the class action procedure is to adjudicate and obtain res judicata effect on all common issues applicable not only to the class representatives that bring the action, but to others who are similarly situated. *Oubre v. Louisiana Citizens Fair Plan*, 07-66 (La. App. 5th Cir. 5/29/07), 961 So.2d 504, 511 (internal citations omitted). *See also*, *Baker v. PHC-Minden, L.P.*, 2014-2243 (La. 5/5/15), 167 So.3d 528.

Louisiana Code of Civil Procedure Article 591, "Prerequisites; maintainable class action", states in pertinent part:

- A. One or more members of a class may sue or be sued as representative parties on behalf of all, only if:
 - 1. The class is so numerous that joinder of all members is impracticable.
 - 2. There are questions of law or fact common to the class.
 - 3. The claims or defenses of the representative parties are typical of the claims or defenses of the class.
 - 4. The representative parties will fairly or adequately protect the interests of the class.
 - 5. The class is or may be defined objectively in terms of ascertainable criteria, such that the court may determine the constituency of the class for purposes of the conclusiveness of any judgment that may be rendered in the case. This prerequisite shall not be satisfied if it is necessary for the court to inquire into the merits of each potential class member's cause of action to determine whether an individual falls within the defined class.

La. C.C.P. art. 591(A)(1)-(5).

Article 592, likewise, provides the procedure for class certification, as follows:

- (A)(1) Within ninety days after service on all adverse parties of the initial pleading demanding relief on behalf of or against a class, the proponent of the class shall file a motion to certify the action as a class action . . .

....

- (3) No motion to certify an action as a class action shall be granted prior to a hearing on the motion. Such hearing shall be held as soon as practicable, but in no event before:

(i) All named adverse parties have been served with the pleading containing the demand for class relief or have made an appearance . . . ; and

(ii) The parties have had a reasonable opportunity to obtain discovery on class certification issues, on such terms and conditions as the court deems necessary . . .

La. C.C.P. art. 592(A)(1), (3)(i)-(ii).

In considering the factors in Article 591, the Court will maintain the action as a class action only if all the prerequisites in La. C.C.P. art. 591(A) are satisfied and one or more of the following also apply:

- (1) The prosecution of separate actions by or against individual members of the class would create a risk of:
 - (a) Inconsistent or varying adjudications with respect to individual members of the class which would establish incompatible standards of conduct for the party opposing the class, or
 - (b) Adjudications with respect to individual members of the class which would as a practical matter be dispositive of the interests of the other members not parties to the adjudications or substantially impair or impede their ability to protect their interest; or
- (2) The party opposing the class has acted or refuses to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class a whole; or
- (3) **The court finds that the questions of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy. The matters pertinent to these findings include:**
 - (a) **The interests of the members of the class in individually controlling the prosecution or defense of separate actions;**
 - (b) **The extent and nature of any litigation concerning the controversy already commenced by or against members of the class;**
 - (c) **The desirability or undesirability of concentrating the litigation in the particular forum;**

- (d) The difficulties likely to be encountered in the management of a class action;
 - (e) The practical ability of individual class members to pursue their claims without class certification;
 - (f) The extent to which the relief plausibly demanded on behalf of or against the class, including vindication of such public policies or legal rights as may be implicated, justifies the costs and burdens of class litigation; or
- (4) The parties to a settlement request certification under Subparagraph (B)(3) for purposes of settlement, even though the requirements of Subparagraph B(3) might not otherwise be met.

La. C.C.P. art. 591(B)(1)-(4) (emphasis added).

The party seeking certification of a class must prove that the statutory prerequisites set forth in La. C.C.P. art. 591 are met. *Smith ex rel. Upchurch v. McGuire Funeral Home, Inc.*, 46,326 (La. App. 2d Cir. 6/1/11), 70 So.3d 873, 880; La. C.C.P. art. 592(A)(3)(b).

If the court finds the action should be maintained as a class action, it **shall** certify the action accordingly. If the court finds that the action should not be maintained as a class action, the action may continue between the named parties. In either event, the court shall give in writing its findings of fact and reasons for judgment provided a request is made not later than ten days after the notice of the order of judgment.

La. C.C.P. art. 592(A)(3)(c) (emphasis added).

The only issue to be considered by the court when ruling on [class] certification. . . is whether the case at bar is one in which the procedural device is appropriate. In determining the propriety of such action, the court is not concerned with whether the plaintiffs have stated a cause of action or the likelihood they ultimately will prevail on the merits, but whether the statutory requirements have been met.

Baker v. PHC-Minden, L.P., 2014-2243 (La. 5/5/15), 167 So.3d 528, 537 (*citing Eisen v. Carlisle and Jacquelin*, 417 U.S. 156, 178 (1974)).

Any errors to be made in deciding class action issues should be in favor of (and not against) maintenance of the class action. *Oubre*, 961 So.2d at 508-09; *McGuire Funeral Home*, 70 So.3d at 879. This is because a class certification is subject to modification if later developments during the course of trial so require. *Id.*; La. C.C.P. art. 592(A)(3)(d).

B. ARGUMENT: CLASS ACTION CERTIFICATION

1. All of the Prerequisites of La. C.C.P. art. 591(A) are Satisfied

i. Objectively Defined Class, with Ascertainable Criteria (La. C.C.P. art. 591(A)(5))

The class must be defined objectively in terms of ascertainable criteria in order to “allow the court to determine the constituency of the class for purposes of the conclusiveness of any judgment.” *McGuire Funeral Home*, 70 So.3d at 883. This requirement “ensures that the class is not amorphous, indeterminate, or vague so that any potential class members can readily determine if he or she is a member of the class.” *Id.* Here, the class should be certified as follows:

- 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.

This definition of the class is not amorphous or vague and properly includes all potential class members in a way that is understandable and identifiable both to the City and to the members of the class.

ii. Numerosity (La. C.C.P. art. 591 (A)(1))

To satisfy the numerosity requirement under La. C.C.P. art. 591(A)(1), Plaintiffs must show that joinder is impracticable and that there is a definable group of aggrieved persons; however, there is no requirement that every member of a potential class action be identified. *McGuire Funeral Home*, 70 So.3d at 880. Nor is there a set number of potential claimants that satisfies the “numerosity” requirement. *Id.* Instead, the “numerosity” requirement depends upon the facts and circumstances of each case. *Id.*

In this case, at least one thousand two hundred (1,200) residential, commercial and industrial accounts with the City's Department of Water and Sewerage are part of the above-defined class. The damages incurred by each of these putative Plaintiff Class members vary based on the number and amount of "Monthly Sewer Charge" that was billed to each customer; but, as will be discussed more *infra* the claims of each of the putative Plaintiff Class members are the same because the same improper assessment and billing of more than one Monthly Sewer Charge was applied to the DOWAS account of each class member on a billing period-by-billing period basis. Simply put, the sheer number of class members in this action weighs heavily in favor of finding that the numerosity requirement has been satisfied.

iii. Commonality (La. C.C.P. art. 591 (A)(2))

The "commonality" requirement of La. C.C.P. art. 591(A)(2), there requires the existence "as to the totality of the issues[,] a common nucleus of operative facts." *Dupree v. Lafayette Ins. Co.*, 2009-2602 (La. 11/30/10), 51 So.3d 673, 682 (*citing* *McCastle v. Rollins Environmental Services of Louisiana, Inc.*, 456 So.2d 612, 620 (La. 1984)). A common question is "one that, when answered as to one class member, is answered as to all of them." *Id.* at 682-83 (internal citations omitted). The commonality test is not demanding and requires only that there be at least one issue, the resolution of which will affect all or a significant number of the putative class members. *McGuire Funeral Home*, 70 So.3d at 881.

In this matter, there are the following question(s):

- (1) Whether the was in compliance with the Sewer Ordinance (as it read prior to June 1, 2019) in the manner by which they assessed and billed more than one Monthly Sewer Charge on a billing period-by-billing period basis;
- (2) Whether the City was permitted to bill customers more than one Monthly Sewer Charge on a billing period-by-billing period basis;
- (3) Whether the City's billing of more than one Monthly Sewer Charge per billing period to the Plaintiff Class resulted in an overcharge;
- (4) Whether the City's conduct breached its implied covenant of good faith and fair dealing with customers?

(5) Whether the City's practices as alleged herein breached its contract with customers?

(6) Whether, as a result of the City's conduct as alleged herein, Plaintiffs and the Plaintiff

Class members have suffered damages, and if so, the appropriate amount thereof?

As a consequence, at least one thousand two hundred residential, commercial and industrial accounts have been overcharged for Monthly Sewer Charge, based on the following: The City is authorized to charge each account a single Monthly Sewer Charge; however, the City has for many years charged multiple Monthly Sewer Charge fees to accounts that have more than one water meter or has a compound meter, and thereby substantially overcharging each such affected customer.

There can be no doubt that the commonality requirement has been satisfied in this case.

iv. Typicality (La. C.C.P. art. 591(A)(3))

Typicality means that the representatives' claims must be a cross section of the claims of the class members. Typicality is satisfied if the representatives' claims arose out of the same event, practice, or course of conduct that gives rise to the claims of the class members and if the claims are based on the same legal theory. *McGuire Funeral Home*, 70 So.3d at 882.

In this case, the claims of the putative Plaintiff Class members arise out of the same course of conduct or practice—the City's application of more than one Monthly Sewer Charge to DOWAS accounts on a "billing period-by-billing period" basis. The class members' claims are based on the same legal theories. The class members received their own bills, for different amounts, but the improper bills were calculated by means of the same misapplications of the City's Sewer Ordinance. All of the class members allege that the City improperly overbilled them as a result of the City's misapplication of the Sewer Ordinance.

v. Adequacy (La. C.C.P. art. 591(A)(4))

Next to be considered is the question of "adequacy" of the class representatives:

Factors that may be considered in assessing whether the class representatives will fairly and adequately represent the class include whether they can demonstrate an actual injury, whether they possess firsthand knowledge or experience of the conduct at issue, whether their interest in the litigation is significant enough relative to that of the other class members to ensure their conscientious participation, and whether they have interests that conflict with those of the other class members, such as different claims, defenses, or requests for additional special relief.

McGuire Funeral Home, 70 So.3d at 883.

Here, the Representative Plaintiff claims actual injury and loss, namely the improper payment of funds not due and owing that the City charged it as a result of the City's misapplication of the Sewer Ordinance and billing more than one Monthly Sewer Charge on a billing period-by-billing period basis to its DOWAS customer accounts. It has personal knowledge or experience based on their receipt of the bills and improper charges reflected therein. Its interest in this litigation is not only significant, it is identical to the other class members, thereby ensuring their conscientious participation. There is no indication that there is a conflict of interest with the other class members.

2. The "Predominance" Requirement of La. C.C.P. art. 591(B)(3) is Likewise Satisfied

As summarized *supra*, in addition to satisfying the requirements of La. C.C.P. art. 591(A), in order qualify for class certification, Plaintiff must also fall under one of the categories enumerated in La. C.C.P. art. 591(B). Here, the most likely applicable "category" is La. C.C.P. art. 591(B)(3) (although La. C.C.P. art. 591(B)(1)(b) or La. C.C.P. art. 591(B)(4) may also be applicable, depending upon whether there are limited resources or a common fund from which damages would be allocated, the same of which will be more readily established through discovery and/or negotiations with Defendant).⁶

⁶ The Louisiana Supreme Court in *Dupree v. Lafayette Ins. Co.*, 2009-2602 (La. 11/30/10), 51 So.3d 673, explained the reasoning for why the category under La. C.C.P. art. 591(B)(3) was most applicable (which is, similarly, likely the case in the matter *sub judice*), as follows:

[T]he class types set forth in [La. C.C.P.] Art. 591(B)(1) and (2) are considered "non-opt out" classes", which was not the type of class requested or intended by the plaintiffs or the trial court *See* Maraist, 1 *Louisiana Civil Law Treatise: Civil Procedure*, § 4.12, p. 102-03.

As discussed in *Allison v. Citgo Petroleum Corp.*, 151 F.3d 402 (5th Cir. 1998), class certification under Fed. Rule 23b(1)(a), which is equivalent to La. C.C.P. art. 591(B)(1)(a), is generally not appropriate for individualized damage claims seeking primarily monetary damages. The *Allison* court noted: "Given the individual-specific nature of the plaintiffs' claims for compensatory and punitive damages, we perceive no risk of inconsistent adjudications or incompatible standards of conduct in having *those claims* adjudicated separately." 151 F.3d at 421 n. 16 (emphasis in original). The plaintiffs here have not requested a uniform monetary remedy, nor have they alleged an entitlement to any type of class-wide recovery.

Similarly, class certification is not appropriate under [La. C.C.P.] Art. 591(B)(1)(b), which is equivalent to Fed. Rule 23(b)(1)(b), because plaintiffs' claims do not raise the issue of a limited resource or fund from which their damages would be allocated *See In re: Asbestos Litig.*, 134 F.3d 668, 672 n.7 (5th Cir. 1998) (only where the class members' interests are mutually exclusive will the individuals' litigation substantially impair the others' rights); *see also Doiron v. Conseco Health Ins. Co.*, 240 F.R.D. 247, 255 (M.D. La. 2007) (denying class certification under Rule 23(b)(1)(b) where the proposed class did not raise the type of issues traditionally sought in 23(b)(1)(b) class actions, such as a limited fund).

In addition to proving questions of law or fact common to members of the class exist, the plaintiffs must also establish under Art. 591(B)(3) that these common issues predominate over any individual issues and that the class action procedure is superior to any other. The inquiry into the predominance tests “whether the proposed classes are sufficiently cohesive to warrant adjudication by representation.” This court has explained that the predominance requirement is more demanding than the commonality requirement, because it “entails identifying the substantive issues that will control the outcome, assessing which issues will predominate, and then determining whether the issues are common to the class,” a process that ultimately “prevents the class from degenerating into a series of individual trials.”

Dupree, 51 So.3d at 683 (internal citations omitted).

This Court, in *McGuire Funeral Home*, *supra*, explained the analysis applied in determining the “predominance” requirement:

A three-step analysis is generally used to assess whether common issues predominate. This analysis requires the court to [1] identify the substantive elements of the cause of action, [2] to consider the proof necessary to meet the plaintiffs’ burden of proof as to those elements, and [3] to evaluate the alternative procedural mechanisms for adjudicating the case in terms of promoting judicial economy.

McGuire Funeral Home, 70 So.3d at 884 (internal citation omitted).

Here, the Plaintiff’s primary causes of action are centered around the improper billing of the Monthly Sewer Charge by the City of Shreveport, facilitated by the City’s improperly applying the Sewer Ordinance by billing its DOWAS customers more than one Monthly Sewer Charge per billing period for DOWAS accounts with more than one water meter or who have a compound meter. Plaintiff asserts that the City is liable to Plaintiff because the City improperly applied the Sewer Ordinance and, therefore, improperly collected funds in excessive of what was actually due.

While each putative Plaintiff Class member was billed separately, the common issue nevertheless “predominates” because each bill—while for different amounts—was improperly charged an excessive amount due to the City’s uniform misapplication of the Sewer Ordinance.

Put another way, the fact that each putative Plaintiff Class member, in this case, may seek separate damages, or that the putative Plaintiff Class members’ claims may have arisen out of separate transactions (here, different water bills over the course of a ten-year period), is not

[La. C.C.P.] Art. 591(B)(4) applies to a “settlement class action”, which permits a court to certify an [Article] 591(B)(3) class action for settlement purposes, even though the specific requirements of Art. 591(B)(3) have not been met. La. C.C.P. art. 591(B)(4).

Dupree, 51 So.3d at 681 n. 6.

dispositive. Here, the City has applied its erroneous interpretation of the Sewer Ordinance consistently to all putative Plaintiff Class members; and, although the damage amounts may be different, the underlying issues of fact and law are the same and, therefore, predominate. *See e.g., Marsh v. USAgencies Cas. Ins. Co.*, 42,176 (La. App. 2d Cir. 5/16/07), 957 So.2d 901, 910 (*quoting Howard v. Willis-Knighton Medical Center*, 40,634 (La. App. 2d Cir. 3/8/06), 924 So.2d 1245, 1264, *reh'g denied* 04/05/06).

As stated previously, there are currently at least one thousand two hundred (1,200) affected residential, commercial, and industrial accounts of the City's Department of Water and Sewerage, each of which have been improperly billed. The putative Plaintiff Class members, here, have therefore, suffered the same damages. *See e.g., McGuire Funeral Home*, 70 So.3d at 884 (noting that the fact that each class member's claim arose out of a separate transaction with the defendant is not dispositive on the issue of predominance). The predominant issue in this case is whether the City improperly applied the Sewer Ordinance in overbilling its residential, commercial and industrial customers and can be held liable to the individual Plaintiffs therein.

Furthermore, no member of the class has an individual interest in controlling the litigation, and certifying the class will provide a "fair and efficient and efficient adjudication of this controversy for both" the Plaintiffs and the City. *McGuire Funeral Home*, 70 So.3d at 885.

3. The City Agrees to Class Definition and the Proposed Class Certification in the Mediation Agreement

As evidenced by the Settlement Agreement (Appendix "1-A)," the City, through its counsel of record and other agents, have agreed to Plaintiff's definition of the class and conceded that a class action would be appropriate for the remaining issues raised in this lawsuit. The City was also sent a copy of this Motion and Memorandum prior to filing of same for review and comment in connection with its Agreement in Appendix "1-A".

IV. PRELIMINARY APPROVAL

A. PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT: SETTLEMENT AGREEMENT SPECIFICS

1. Outstanding Matters: Ancillary and Administrative Matters

As mentioned above, and as discussed in more detail below, undersigned counsel notes that the following sub-sections have been discussed in varying degrees of detail with counsel for

the City, but are (a) not part of the written, executed Settlement Agreement (Appendix “1-A”); and, (b) except as noted, have not formally been approved by counsel for the City.

i. Individual Settlement Class Member Benefits: Proposed Allocation of Settlement Funds

The main factor involved in the proposed allocation of settlement funds herein is the proportional distribution of the six hundred-thousand-dollar (\$600,000.00) settlement amount. Because of the completeness of the data set provided by the City in this case and the numerosity of Class Members in this case, Class Counsel has done a preliminary calculation utilizing that City data to determine the overcharge amount for each Settlement Class Member.

Preliminary calculations and analysis—utilizing data provided by the City and conducted by Plaintiffs and reviewed by the City—reveals that there are approximately 1,200 class members, with a total overcharge amount of just over one million dollars.

The amount of which each Settlement Class member is entitled is based on (a) the time period that the Settlement Class Member was a customer of the City’s Department of Water and Sewer; (b) the applicable “sewer customer charge” or “monthly sewerage charge” rate during that time period (which includes both “inside” city and “outside” city rates as set forth in City of Shreveport Ordinance 94-165(1) (annexed hereto as **Exhibit “1”** (showing applicable rates for 2009-2013) and **Exhibit “2”** (showing applicable rates for 2013-2019); and, (c) the number of “sewer customer charges” that the Settlement Class Member was charged.

The data that the City provided includes: the account ID, name, service address, meter serial number, meter size, meter kind (“inside” vs. “outside”) account date open and account date closed.

Taking that information, the time period (within the Class Period) that the Settlement Class Member was determined, as well as how many “meters” or “meter faces” were on a Settlement Class Member’s account. The total number of “meters” or “meter faces” were added up, and reduced by one to determine the number of meters that the Settlement Class Member was overcharged for. Thereafter, that number was multiplied by the applicable sewer customer charge rate across the entire time period (based on calendar months) that the Settlement Class Member was a DOWAS customer.

After this calculation was run for each Settlement Class Member, the total amount exceeded the Settlement Amount; so, the amount of “overcharge” to each Settlement Class Member was proportionately reduced so that the sum total of the “overcharge” award was six hundred thousand dollars (\$600,000.00).

The complete allocation calculations (as of December 21, 2021) are annexed hereto on a CD-ROM as **Exhibit “4”**; and, an excerpt (showing the first and last page, as printed) of the calculations for allocation (as of December 21, 2021) is annexed hereto as **Exhibit “5”**.

In providing same, Class Counsel makes the following caveats. First, there are a limited number of entries (approximately 25) in the data set that appear to have been included in the data set by the City in error and should not be included or otherwise be considered Settlement Class Members and/or have data input errors that create an absurd outcome. Class Counsel is working with the City presently to investigate and confirm that these entries should be excluded from the set. This is relevant because each excluded entry impacts the proportional reduction to those bona fide Settlement Class Members. Secondly, there is an even more limited number of entries (fewer than 10) in Exhibit “2” that include data that yields an absurd result, namely these customers either (i) have “account open dates” that predate their “account closed dates” or (ii) have no usage reported (thereby making their “overcharge” \$0.00). Here too, Class Counsel is working with the City presently to investigate and resolve the absurd result. This is relevant because it will impact the length of time that these customers had active accounts, which will impact the ultimate proportional reduction of each Settlement Class Member. Third, the final amount to which each Settlement Class Member will be entitled will also be impacted by any Settlement Class Member who opts out of the Settlement Class.

So, while the calculations as to the actual overcharges (prior to the proportional reduction) are unlikely to change (pending final review and confirmation by Class Counsel and counsel for the City and with the data yield issues addressed above), the precise award amount for each Settlement Class Member after the proportional reduction cannot be determined until after the parties resolve the data set entry issues notice has been mailed and opt-outs have been processed. Nevertheless, the award amounts to class members (prior to proportional reduction) range from approximately \$4.00 to approximately \$10,000.00.

It should also be noted that there are a few instances where an individual or entity has more than one “Account” (e.g.: ABC Corp. has DOWAS Account 11111 and also DOWAS Account 22222 for the same address). ABC Corp. is only a Settlement Class Member if either Account 11111 or Account 22222 has more than one meter or meter face. Put another way, a Settlement Class Member is a Settlement Class Member based on **Account Number** and not based on other identifying information (like address or name).

In an effort and attempt to clarify this allocation proposal for the Settlement Class Members, see below for three examples:

EXAMPLE A:

Settlement Class Member John Doe, bearing Account No. 1234 is an “inside” City DOWAS customer for the time period of November 5, 1998 to present date (encompassing the full time period of the Settlement Class). John Doe Account No. 1234 has two water meters associated with Account 1234 one of which is a “standard” meter and the other of which is a “compound meter”, resulting in John Doe having a total of three meter “faces”. John Doe was charged three “sewer customer charges” (and therefore was overcharged two “sewer customer charges”) on each bill for Account 1234 for that entire time period.

Accordingly, and based on applying the applicable rates for the time period(s), the overcharge for John Doe, Account 1234 is \$1,386.34(before proportional reduction).

Time Period	Rate (Inside)	Number of Months (Bills) within Time Period	Number of Meter Overcharges	Amount of Overcharge for Time Period
A (6/1/09-9/31/13)	\$3.87	52	2	\$402.48
B (10/1/13-1/31/15)	\$5.55	16	2	\$177.60
C (2/1/15-1/31/16)	\$6.33	12	2	\$151.92
D (2/1/16-1/31/17)	\$7.22	12	2	\$173.28
E (2/1/17-1/31/18)	\$7.87	12	2	\$188.88
F (2/1/18-1/31/19)	\$8.42	12	2	\$202.08
G (2/1/19-6/31/19)	\$9.01	5	2	\$90.10
Total:				\$1,386.34

EXAMPLE B:

Settlement Class Member XYZ, LLC, bearing Account No. 5678 is an “outside” City DOWAS customer for the time period of January 1, 1975 to the present date (encompassing the full time period of the Settlement Class). XYZ, LLC Account 5678 has five meters associated with Account 5678. XYZ, LLC was charged five “sewer customer charges” (and therefore was overcharged four “sewer customer charge”) on each bill for Account 5678 for that entire time period.

Accordingly, and based on applying the applicable rates, the overcharge for XYZ LLC, Account 5678 is \$5,545.36 (before proportional reduction).

Time Period	Rate (Outside)	Number of Months (Bills) within Time Period	Number of Meter Overcharges	Amount of Overcharge for Time Period
A (6/1/09-9/31/13)	\$7.74	52	4	\$1,609.92
B (10/1/13-1/31/15)	\$11.10	16	4	\$710.40
C (2/1/15-1/31/16)	\$12.66	12	4	\$607.68
D (2/1/16-1/31/17)	\$14.44	12	4	\$693.12
E (2/1/17-1/31/18)	\$15.74	12	4	\$755.52
F (2/1/18-1/31/19)	\$16.84	12	4	\$808.32
G (2/1/19-6/31/19)	\$18.02	5	4	\$360.40
Total:				\$5,545.36

EXAMPLE C:

Settlement Class Member Sally Smith, bearing Account No. 00000 is an “inside” City DOWAS customer for the time period of June 7, 2012 to September 29, 2017. Sally Smith Account 00000 has three meters associated with Account 00000. Sally Smith was charged three “sewer customer charges” (and therefore was overcharged two “sewer customer charges”) on each bill for Account 00000 for that entire time period.

Accordingly, and based on applying the applicable rates, the overcharge for Sally Smith, Account 00000 is \$729.08 (before proportional reduction).

Time Period	Rate (Inside)	Number of Months (Bills) within Time Period	Number of Meter Overcharges	Amount of Overcharge for Time Period
A (6/1/09-9/31/13)	\$3.87	15	2	\$116.10
B (10/1/13-1/31/15)	\$5.55	16	2	\$177.60
C (2/1/15-1/31/16)	\$6.33	12	2	\$151.92
D (2/1/16-1/31/17)	\$7.22	12	2	\$173.28
E (2/1/17-1/31/18)	\$7.87	7	2	\$110.18
F (2/1/18-1/31/19)	\$8.42	0	n/a	\$0.00
G (2/1/19-6/31/19)	\$9.01	0	n/a	\$0.00
Total:				\$729.08

Counsel for the City has indicated that is has no objection to and is in agreement with the allocation procedure, as described and illustrated herein and in Exhibit “4” and Exhibit “5”.

ii. Type and Style of Distribution of Individual Settlement Class Member Benefits;

Class Counsel and counsel for the City have discussed the propriety of a “cut-off” amount to determine whether the Settlement Class Member receives her settlement award in the form of a check or in the form of a credit. Rather than setting such a “cut-off”, Class Counsel has proposed to the City—and therefore proposes herein—that Settlement Members who have “active”

accounts, regardless of settlement award amount, will receive a credit. The credit will be applied to the first bill sent to the Settlement Class Members after the final approval of the settlement. Moreover, Class Counsel proposes that Settlement Class Members who are no longer customers of DOWAS (that has an “active” account) will receive a check regardless of the Settlement Award amount.

Moreover, as with the other related class actions, Class Counsel agrees that the City may offset any Settlement Amount due and owing to a Settlement Class Member, where that Settlement Class Member has an outstanding balance that has been sent to collections. As of the date of the filing of this Motion, Class Counsel has discussed this proposal to counsel for the City but has not yet received a response that confirms confirming agreement as to same. Class Counsel will supplement this motion and Memorandum with additional information should it become available prior to the hearing.

iii. Management of Settlement Funds, Distribution and Remaining Funds as a Result of Undiscoverable Individual Settlement Class Members

Because the Settlement fund in this case is non-reversionary, ensuring that the monetary benefits will go to the Settlement Class (where none of the Class Common Fund will return to the City), Class Counsel and counsel for the City are also cognizant of the fact that, despite reasonable effort and due diligence, some Settlement Class Members who are entitled to settlement checks will not be locatable: that is, despite efforts on the part of the proposed Claims Administrator, those Settlement Class Members will not be able to be located in order to deliver their check. Customers may have moved out of state, deceased, or otherwise did not provide a forwarding address to the City (and/or to USPS) upon their termination of DOWAS services during the applicable time period and/or departure from the location with which their DOWAS account was associated so that the \$600,000.00⁷ cannot be “re-allocated” to those “known” Settlement Class Members prior to distribution. Instead, the Class Counsel and the City have discussed, and the parties agree, that the funds that were “undeliverable” to Settlement Class Members will be held by Class Counsel in escrow in a trust fund for a period of twenty-four (24) months; and, if after

⁷ Or, more accurately, that portion of the \$600,000.00 remaining after distribution and negotiation to Settlement Class Members, and the payment of costs, expenses and attorney’s fees (as approved by the court).

that time there has been no attempt by the Settlement Class Member to claim her settlement funds, the remaining amount will be transferred to some reputable charitable organization with proper credentialing and auditing capabilities, which are providing services to the poor or disabled in the community pursuant to the doctrine of *cy pres*.

The Louisiana Supreme Court has permitted *cy pres* distribution in class actions, where a Special Master recommended, and the court ultimately distributed funds remaining after the original defendants settled and the class members and attorneys were paid:

Cy pres is from the French “*cy pres comme possible*,” meaning “as near as possible.” *Cy pres* funds typically result from class action lawsuits when it is either impossible or impractical to distribute the funds directly to the individuals who were injured. In those situations, the court may order that the funds be used for grants to benefit the class members indirectly or as near as possible in order to remedy or compensate for the harm to the class members.

Adams v. CSX Railroads, 2012-0139 (La. 4/3/12), 84 So.3d 1289, 1290 n. 1.

As with other aspects of the proposed preliminary approval Order, this portion of same would be subject to Court approval and oversight.

iv. Compensation for Class Representatives

It is likewise common practice in class action lawsuits for named Plaintiff (here, Shirewood) to receive an “incentive” or “compensatory” award for their role as class representatives. See generally *Turner v. Murphy Oil USA, Inc.*, 472 F.Supp.2d 830, 870 (W.D. La. 2007). Here, as with many other facets of class action administration, Louisiana state jurisprudence is minimal, so deference to and reliance upon related federal law is appropriate.

“Courts ‘commonly permit payments to class representatives above those received in settlement by class members generally.’ *Turner*, 472 F.Supp.2d at 870. The reason and purpose behind this is, in part, to “compensate named plaintiffs for the services they provide and burdens they shoulder during litigation.” *City of Omaha Police & Fire Retirement System v. LHC Group*, No. 6:12-1609, 2015 WL 965696, at *10 (W.D. La. Mar. 3, 2015).

Courts in the Western District of Louisiana consider the involvement of named plaintiffs; the work done by plaintiffs on behalf of the class; and, other factors including financial or reputational risk, and involvement in discovery. See *Burford v. Cargill*, No. 05-0283, 2012 WL 5471985 at *6 (W.D. La. Nov. 8, 2012) (internal citations omitted). Courts in the Western District

of Louisiana, including the *Turner* Court, utilize an empirical study conducted by Eisenberg and Miller in determining, assessing or otherwise evaluating appropriate incentive awards. *See Turner*, 472 F.Supp.2d at 870 (*citing* Theodore Eisenberg & Geoffrey P. Miller, *Incentive Awards to Class Action Plaintiffs: An Empirical Study*, 53 UCLA L. REV. 1303 (2006)).

Recent class actions in the Western District of Louisiana have awarded “incentive” awards in amounts ranging from \$1,500.00 to \$15,000.00. *See Burford*, *supra* at *6 (awarding between \$5,000 and \$15,000 to named Plaintiffs); *City of Omaha*, *supra* at *10 (awarding lead named Plaintiff \$5,000); *Turner*, 472 F.Supp.2d at 870 (awarding \$1,500 to each class representative). Both the Eisenberg & Miller study and Chief Judge Hicks in *Burford* suggest that the amount of the incentive award for each named Plaintiff need not be the same; but rather based on the involvement, effort, work and time dedicated by same. *See Burford*, *supra* at *6; Eisenberg & Miller, 53 UCLA L. Rev. at 1332-39.

Here, Class Counsel suggests that the amount of the incentive award for Shirewood should be two thousand dollars (\$2,000.00).

This determination is based on the factors outlined and discussed in *Turner*, *Burford*, and *City of Omaha*. *See Turner*, 472 F.Supp.2d at 870; *Burford*, *supra* at *6; *City of Omaha*, *supra* at *10. Moreover, the above-suggested amount is well below the mean incentive awards for commercial class actions and is within the range of average and median incentive awards per class member according to the Eisenberg & Miller study. *See Eisenberg & Miller*, 53 UCLA L. REV. at 1308 (finding that the “average award per class representative was \$15,992.00 and the median per class representative was \$4,357.00”); *Id.*, at Table 5 (finding that “mean within case total award” for commercial class actions to be \$35,841.10)). Further discussion of the incentive award to Shirewood will be contained in Plaintiffs’ Motion for Attorneys Fees & Costs to be filed in accordance with the proposed schedule *infra*; and, is customarily determined and ruled on by the Court during the fairness hearing and final approval of proposed settlement.

v. Administration of the Class Notices, Allocations and Distributions

In the original Settlement Agreement, the parties anticipated that the disbursement of the settlement funds would be done by the City and overseen by a CPA firm. (*See* Appendix “1-A”, at p. 3 ¶8). Rather than expend funds and resources of the class’ common fund—and in light of the

size of the class—Class Counsel and counsel for the City have discussed and preliminary agreed that City will administer the distributions, and administer and distribute the class notices, opt-outs and other related matters. The cost for such administration will be borne by the City. Plaintiffs and Class Counsel believe that this approach will be more cost-effective, streamlined and efficient. The City will also handle the mailing of the approved Class Notices; following up on any “returned” mailing and other efforts to locate “missing” Settlement Class Members; maintaining and documenting any opt-out requests; maintaining and monitoring a website with additional information; and, handling the actual allocation and distribution of the settlement funds to the Settlement Class Members.

The City will be responsible for the dissemination of information to Settlement Class Members concerning settlement procedures as well as the distribution of settlement amounts to each Settlement Class Member. In addition, the City will, with the supervision and approval of class counsel: (1) send out the Postcard Notice to each Settlement Class Member via U.S. Mail (see proposed Short Form Notice (“Postcard Notice”) annexed here to as **Appendix “1-B”**); and, (2) establish and maintain a Settlement Website, which provides information relative to the Settlement, a full, “Long-Form” Class Notice (see proposed Long Form Notice annexed hereto as **Appendix “1-C”**), relevant documents and pleadings in an accessible format, and contact information for Class Counsel. The City will also receive, process and maintain any and all Opt-Out Requests and Objections, and provide same to class counsel. Finally, the City will process, classify, and pay the Settlement amounts to each Settlement Class Member, including distribution of attorneys’ fees and costs. At the time of filing of this Motion and Memorandum, counsel for the City has expressed that he does not foresee any objection to the City acting as Administrator, but Class Counsel has not yet obtained official approval of same. Upon and/or in the event of receipt of same, Class Counsel will supplement this motion and memorandum reflecting such agreement.

Class Counsel is agreeable to City Administration with certain safeguards being in place in terms of complying with court-ordered deadlines in light of the City’s past (in)actions in other class action litigation in terms of compliance. Such safeguards might include monetary penalties for failure to comply with deadlines without good cause or notice to Class Counsel, and responsibility for Class Counsel attorney’s fees and costs should it be necessary to file motions

with the Court to enforce compliance; and, while such safeguards are applicable in the final approval order and administration schedule, Class Counsel wishes to make the Court and the City aware of its position on the matter at this juncture should such position impact the City's decision and/or agreement on acting as Administrator.

vi. Individual Settlement Class Members' Ability to Opt-Out and/or Object

While not included in the Settlement Agreement, the parties have discussed and have agreed to an "opt-out" method for Settlement Class Members. As can be seen in Appendix "1-C", the Long Form Notice to Settlement Class Members provides a procedure whereby Settlement Class Members may exclude themselves from the Settlement Class by submitting an Opt-Out Request by the Opt-Out Deadline indicated thereon. Any Settlement Class Member who does not timely and validly submit an Opt-Out Request will be deemed to a Settlement Class Member and be bound to the Settlement Agreement and subsequent rulings of this Court.

The Long-Form Notice describes the procedure for Settlement Class Members to object to the Preliminary Settlement Order and accompanying terms. In order to be considered, objections must be received by the Objection Deadline; must be in writing; include sufficient identifying information; a description of the specific basis for each objection; whether the he or she is represented by counsel; and, whether he or she intends to appear at the fairness hearing, with or without counsel. Settlement Class Members who fail to object to the Preliminary Settlement Order and/or other information provided in the Full Notice shall not be permitted to object to any terms or approval of Settlement at the fairness hearing, and will be foreclosed from seeking any review of the Settlement or the terms of same by appeal or other means. See Appendix "1-C".

vii. Release

The executed Settlement Agreement (Appendix "1-A") does not include language detailing the effect of final approval of the settlement as it relates and/or pertains to the Settlement Class Members who do not exclude/opt-out of same. In the interest of completeness, Class Counsel proposes the following "Release" terms:

Upon the effective date of the Settlement (here, the issuance of a Final Approval Order), the Settlement Class Members who have not opted out of the Class Action Settlement (hereinafter "Released Settlement Class Members") shall release and forever discharge the City of Shreveport from the claims in the Original Class Action Petition, as modified and/or amended by motion or Court Order.

The Release also includes a release of claims for attorney's fees, costs and expenses that may be or have been incurred by any and all Released Settlement Class Members or by the Class Counsel or any other attorney in connection with this Settlement, exclusive of the aforementioned reservation.

Releasing Settlement Class Members understand and agree that the release of the Released Claim is a full and final general release applying to the Release Claim that are currently known, anticipated, or disclosed to Releasing Settlement Class Members and to any claims that are currently unknown or unanticipated or otherwise undisclosed to Releasing Settlement Class Members arising out of the facts and circumstances underlying the Released Claim, exclusive of the aforementioned reservation. Releasing Settlement Class Members acknowledge that the facts could be different than they now know or suspect to be the case but are nonetheless releasing those unknown claims, subject to the aforementioned reservation. In exchange for the good and valuable consideration set forth herein, all Releasing Settlement Class Members further waive any and all rights or benefits that they as individuals or as Releasing Settlement Class Members may now have as a result of the alleged facts, circumstances, and occurrences underlying the Released Claim, exclusive of the aforementioned reservation.

Class Counsel represents that the Settlement (and accompanying administrative and logistical considerations provided in this motion), including the proposed Release (above) accurately reflects a compromise of the dispute as to the quantum of damages in this litigation.

Plaintiff suggests, therefore, that the Final Approval Order will, therefore, dismiss this litigation with prejudice and shall incorporate the terms of the proposed Release.

2. Note on Purpose, Scope and Effect of Order Approving Preliminary Class Action Settlement

Class Counsel notes that the consideration and approval of the details and proposals contained herein, as well as in the Proposed Order for Preliminary Approval of Class Action Settlement, is *preliminary*. The Court may find that modifications may be made to the Settlement Agreement and accompanying proposals and agreements, up to and including the Final Approval (fairness) hearings. The purpose of this motion and the subsequent Preliminary Approval Order is designed to provide information to the Settlement Class Members so that they are informed of the proposal and are armed with information and data prior to the Final Approval (fairness) Hearing, as well as to give the parties and the Court background, a roadmap, and a launchpad for discussion.

B. LAW & ARGUMENT: PRELIMINARY APPROVAL—THE PROPOSED PRELIMINARY SETTLEMENT ORDER IS FAIR, ADEQUATE AND REASONABLE

1. Applicable Law

The Manual for Complex Litigation describes a three-step procedure for approval of class action settlements: (1) preliminary approval of the proposed settlement; (2) dissemination of the

settlement to all affected class members; and, (3) a “fairness hearing” or “final approval hearing”, at which class members may be heard regarding settlement, and at which evidence and argument concerning the fairness, adequacy, and reasonableness of the settlement may be presented. MANUAL FOR COMPLEX LITIGATION (Fourth) §§21.632-21.634, at 432-34 (2014). This procedure safeguards class members’ due process rights and enables the court to fulfill its role as the guardian of the class’ interests. See William B. Rubenstein, *Newberg on Class Actions*, § 13.1 (5th ed. updated 2015) (citing cases).

There is a general policy favoring settlement of class actions. *In Re Oil Spill by Oil Rig Deepwater Horizon*, 395 F.R.D. 112, 145-46 (5th Cir. 2013) (citing, e.g., *Turner*, 472 F.Supp.2d at 843 (“[T]here is a strong judicial policy favoring resolution of disputes through settlement’ . . . The public interest favoring settlement is especially apparent in the class action context where claims are complex and may involve a large number of parties, which otherwise could lead to years of protracted litigation and skyrocketing expenses” (quoting *Smith v. Crystian*, 91 Fed. Appx. 952, 955 (5th Cir. 2004)))).

Louisiana Code of Civil Procedure Article 594 details the process by which a class action suit is resolved in the event of a settlement or compromise.

- A.(1) An action previously certified as a class action shall not be dismissed or compromised without the approval of the court exercising jurisdiction over the action.
 - (2) Notice of the proposed dismissal of an action previously certified as a class action shall be provided to all members of the class, together with the terms of any proposed compromise that the named parties have entered into. Notice shall be given in such manner as the court directs.
- B. After notice of the proposed compromise has been provided to the members of the class, the court shall order a hearing to determine whether the proposed compromise is fair, reasonable, and adequate for the class. At such hearing, all parties to the action, including members of the class, shall be permitted an opportunity to be heard.
- C. The court shall retain the authority to review and approve any amount paid as attorney fees pursuant to the compromise of a class action, notwithstanding any agreement to the contrary.
- D. Any agreement entered by the parties to a class action that provides for the payment of attorney fees is subject to judicial approval.
- E. If the terms of the proposed compromise provide for the adjudged creation of a settlement fund to be disbursed to and among members of the class in

accordance with the terms thereof, the court having jurisdiction over the class action is empowered to approve the compromise settlement of the class action as a whole and issue a final judgment accordingly, following a finding that the compromise is fair, reasonable, and adequate for the class, and to order the distribution of the settlement fund accordingly, without the necessity of prior qualification of representatives of minors, interdicts, successions, or other incompetents or absentees, or prior approval of the terms of the settlement or the distribution thereof by another court; provided, that in such cases the court having jurisdiction over the class action shall include in the orders of settlement and distribution of the settlement fund appropriate provisions to ensure that all funds adjudicated to or for the benefit of such incompetents, successions, or absentees are placed in appropriate safekeeping pending the completion of appointment, qualification, and administrative procedures otherwise applicable in this Code to the interests and property of incompetents, successions, and absentees.

La. C.C.P. art. 594.

Where, as here, there little controlling jurisprudence or statutory guidance in Louisiana state courts, this Court may regard, consider and otherwise apply the equivalent federal law and relevant jurisprudence. Here, the “federal equivalent” is Fed. R. Civ. P. 23.

Under [Fed. R. Civ. P.] Rule 23, “[r]eview of a proposed class action settlement generally involves two hearings,” the first of which is a “preliminary fairness” evaluation made by the Court. *Manual for Complex Litigation* § 21.632 (4th ed. 2004). Indeed, within the Fifth Circuit it is routine to conduct a preliminary fairness evaluation prior to the issuance of notice. *See, e.g., Cope v. Duggins*, 2001 WL 333102, at *1 (E.D. La. Apr. 4, 2001); *In re Shell Oil Refinery*, 155 F.R.D. 552, 555 (E.D. La. 1993). During this evaluation, the Court must “make a preliminary determination that the proposed class satisfies the criteria set out in Rule 23(a) and at least one of the subsections of Rule 23(b).” *Manual for Complex Litigation* § 21.632. Additionally, the Court “must make a preliminary determination on the fairness, reasonableness, and adequacy of the settlement terms and must direct the preparation of notice of the certification, proposed settlement, and date of the final fairness hearing.” *Id.* After having granted preliminary approval and allowed the notice process to move forward, the Court conducts a more thorough and rigorous analysis of the same factors in order to determine the appropriateness of granting final approval.

In re Chinese-Manufactured Drywall Products Liab. Litig., 424 F.Supp.3d 456, 484 (E.D. La. 2020).

In deciding whether there is good cause to issue notice to the class and to proceed with a fairness hearing, the court must determine that “the proposed settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, does not improperly grant preferential treatment to class representatives or segments of the class, and falls within the range of possible [judicial] approval.” *Manual for Complex Litigation, Second* § 30.44 (1985). *See e.g., Herbert B. Newberg & Alba Conte, Newberg on Class Actions*, §§ 11.24–11.25 (3rd ed. 1992); *In re Corrugated Container Antitrust Litig.*, 643 F.2d 195, 212 (5th Cir.1981).

In re Shell Oil Refinery, 155 F.R.D. 552, 555 (E.D. La.1993).

In *Chinese Drywall*, the District Court summarized the factors to be considered when a Court renders a determination of the fairness, reasonableness and adequacy of a proposed Settlement agreement:

The Court is required to render a determination on the fairness, reasonableness, and adequacy of the Settlement Agreement. Courts may consider a large number of factors in order to determine whether these requirements are satisfied. Traditionally, courts in the Fifth Circuit have considered the following six factors, from *Reed v. General Motors Corp.*, in making this determination: (1) the existence of fraud or collusion; (2) the complexity, expense, and likely duration of the litigation; (3) the stage of the proceedings; (4) plaintiffs' probability of success; (5) the range of possible recovery; and (6) the opinions of class counsel, class representatives, and absent class members. 703 F.2d 170, 172 (5th Cir. 1983).

In re Chinese-Manufactured Drywall Products Liab. Litig., 424 F.Supp.3d at 484–85.

2. Argument

As explained in more detail below, Class Counsel avers that the requirements for preliminary approval have been met.

i. Proposal appears to be the Product of Serious, Informed and Non-Collusive Negotiations

The Mediation that occurred on December 17-18, 2019 (and the resultant negotiations and Settlement Agreement) was and has been overseen by retired judge Ross Foote. Class Counsel and counsel for the City were prepared for the mediation and zealously represented their respective parties and negotiated a settlement that is in line with the hard data provided and reviewed by counsel for the parties and the mediator during the mediation. The parties entered the mediation with hard data to assess and consider when discussing settlement; and, the parties agree that the Settlement Agreement, and ancillary administrative matters have been determined and reached as a result of serious, informed, and non-collusive negotiations. Judge Foote is available to testify as to these such matters at the final fairness hearing, should the Court wish to hear his observations. See In Re Train Derailment Near Amite, La, MDL 1531, 2006 WL 1561470, at *19 (E.D. La. May 24, 2006 (“that a class action settlement is reached after arms’ length negotiations by experienced counsel generally gives rise to a presumption that the settlement is fair, reasonable and adequate”).

ii. No Obvious Deficiencies

While the Settlement Agreement is more general, the Settlement Agreement (Appendix “1-A”), read together with the proposed and agreed-upon ancillary administrative matters, result

in a complete agreement with no obvious deficiencies. Class Counsel believes that the agreement and Proposed Order for Preliminary Approval is fair, economic, equitable and practicable.

iii. No Improper Preferential Treatment to Class Representatives or Segments of the Class

Each member of the Settlement Class will be treated in the same manner under the proposed Preliminary Approval Order based on calculations done with data provided by the City.

Under the proposed Preliminary Approval Order, Settlement Class will receive an award in an amount proportionately distributed out of the \$600,000.00 settlement amount that is based on (i) the length of time that s/he was a DOWAS customer and the applicable rate therein; and, (ii) the number of “sewer customer charge(s)”/“monthly sewer charge(s)” that were applied each Settlement Class Member’s account occurring during the applicable time period (June 2009-June 11, 2019). See Section IV(A)(1)(i) *supra*. Moreover, the manner in which the settlement funds will be allocated is fair and efficient. Settlement Class Members do not need to do anything to receive a portion of the Class Common Fund. Instead, every Settlement Class Member for whom the parties have a deliverable address will be entitled to receive a settlement award.

Finally, as discussed *supra*, the proposed “incentives” for the named Plaintiff is on the low end of recent W.D. La. incentive awards and are well below average for commercial class actions.

iv. Within the Range of Possible Judicial Approval

Class Counsel acknowledges that the \$600,000.00 is less than the actual damages potentially available to the Settlement Class Members. However, “[i]t is well-settled law that a cash settlement amounting to only a fraction of the potential recovery does not *per se* render the settlement inadequate or unfair.” *In Re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 458 (9th Cir. 2001). “The fact that a proposed settlement may only amount to a fraction of the potential recover does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be disapproved.” *DeHoyos v. Allstate Corp.*, 240 F.R.D. 269, 309 (W.D. Tex. 2007) (*quoting City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 455 (2d Cir. 1974)). See also *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 628 (9th Cir. 1982) (approving a settlement estimated to be worth 16-50% of the plaintiffs’ estimated loss). In fact, approval would be appropriate even if class members received an even smaller percentage of their possible damages. See e.g., *Rodriguez v.*

West Publ'g Corp., 563 F.3d 948, 965 (9th Cir. 2009) (approving settlement noting that if plaintiffs were entitled to treble damages settlement would be approximately 10 percent of the estimated damages).⁸ The six hundred thousand-dollar (\$600,000.00) proposed settlement amount was determined after thoughtful and diligent negotiations between Class Counsel and counsel for the City during the Mediation. The parties reviewed hard data provided by the City, and separate analyses by the parties concluded that six hundred thousand dollars (\$600,000.00) was a reasonable amount, as determined by models and calculations conducted by both sides independently and agreed upon during mediation. As noted *supra*, Class Counsel's pre-mediation estimate of the principal amount owed to the Settlement Class was approximately one million five hundred thousand dollars (\$1,500,000.00). After further analysis and calculation, wherein Class Counsel has preliminarily determined based on calculations described in Section IV(A)(1)(i) *supra*, that the gross damage amount was result approximately one million dollars (\$1,000,000.00). This computation further lends support to the \$600,000.00 settlement amount.

In short, the Settlement Amount is certainly within the range of possible judicial approval.

C. REMAINING MATTERS AND EVENTS NECESSARY TO CONCLUDE SETTLEMENT

1. Class Notice and Administrative Matters by Claims Administrator

Class Counsel has annexed a copy of the draft, proposed Postcard (Short Form) and Long Form Notice herein for the Court's consideration and review. (*See* Appendix "1-B" and Appendix "1-C", respectively). Undersigned are currently in the process of coordinating with counsel for the City regarding review, comment, and approval of the proposed Postcard and Long Form Notices. We will bring to the Court's attention any disagreements between and among counsel as to the content of the same (should there be any); and, upon finalization and agreement, will supplement and provide to the Court for Court and Clerk approval the final Postcard and Long Form Notices.

Within approximately forty-five (45) days of a Preliminary Order, the Claims Administrator (with the supervision and cooperation of Class Counsel) will distribute and disseminate the Postcard Notices to Settlement Class Members and launch the accompanying website, which will include the Long Form Notice (Appendix "1-C").

⁸ *See also In Re Omnivision Tech., Inc.*, 559 F.Supp.2d 1036, 1042 (N.D. Cal. 2008) (approving settlement amounting to nine percent of estimated total damages).

2. Attorneys' Fees and Costs

While the Court will ultimately determine and rule on the amount of attorney's fees and costs to which Class Counsel is entitled, this determination and consideration is most commonly done in the intervening period between the preliminary approval and the fairness hearing. Class Counsel has included the amount that they are seeking to obtain in the Long Form Notice to the Settlement Class Members, and will file a motion for attorney's fees and costs after the Court's ruling on the subject motion and execution of the Order of Preliminary Approval at which time the Defendant will have an opportunity to object. In both state and federal courts, it is common for the District Court to rule on the motion for attorney's fees and costs at the conclusion of the fairness hearing and Final Order for Settlement. *See e.g.*, Fed. R. Civ. P. 23(h); *Turner v. Murphy Oil USA, Inc.*, 472 F.Supp.2d 830, 856 (E.D. La. 2007) (*citing and applying* Fed. R. Civ. P. 23(h)); *City of Omaha Police & Fire Retirement System v. LHC Group*, No. 6:12-1609, 2015 WL 965696 (W.D. La., March 3, 2015) (issuing Report and Recommendation as to Plaintiffs' Motion for Award of Attorneys' Fees, for which a hearing was held contemporaneously with Motion for Final Approval of Class Action Settlement and Plan of Allocation of Settlement Proceeds); *Burfurd v. Cargill, Inc.*, No. 05-0283, 2012 WL 5471985 (W.D. La., Nov. 8, 2012) (issuing memorandum order on motion to approve attorney's fees, which was argued at fairness hearing to confirm and finalize settlement agreement). *See* La. C.C.P. art. 594(D)-(E); La. C.C.P. art. 595(A). *See also* *Avants v. Kennedy*, 2002-0830 (La. App. 1st Cir. 12/20/02), 837 So.2d 647, 652, 655 (noting that motion for attorneys' fees and costs was properly filed and considered after a ruling subsequent and passage of legislative act establishing settlement fund as a result of lawsuits).

As such, this Court should reserve the determination and ruling on the amount of attorney's fees and costs to be awarded to Class Counsel at the fairness hearing after subsequent briefing and presentation of evidence.

3. Fairness Hearing

After adequate notice is given to the Settlement Class, a fairness hearing should be held for the Court to confirm that the settlement is fair, reasonable and adequate. At this hearing, Settlement Class Members may appear and be heard as to objections or comments. Also at this hearing, the Court will make a final determination on matters not yet resolved in the Proposed Preliminary

Approval Order, including but not limited to the amount of attorney’s fees and costs, and the timing for the administration and distribution of the settlement funds to the Settlement Class Members. *See generally* La. C.C. art. 594.

D. Proposed Schedule

Based on the events that need to take place between the granting of preliminary approval and final approval of the settlement that are described in the Proposed Preliminary Approval Order (annexed hereto as **Appendix “1-D”**) and summarized *supra*, and after consultation with the City as Class Administrator, Class Counsel proposes the following deadlines for evaluating and concluding this matter, as illustrated below:

DATE	DESCRIPTION
_____, 2022 [≈45 days after Preliminary Approval Date]	Deadline for Distribution and Dissemination of Court-Approved Class Notice(s) and Related Materials Deadline for filing Plaintiffs’ Motion for Attorneys’ Fees
_____, 2022 [≈120 days after Preliminary Approval Date]	Deadline for Defendants to Oppose and/or Present Evidence in Opposition to Plaintiffs’ Motion for Attorneys’ Fees
_____, 2022 [≈120 days after Preliminary Approval Date]	Deadline for Settlement Class Members to file: a. Objection and basis therefor; b. Notice of intent to appear at the fairness hearing, indicating with or without counsel; and/or, c. Request exclusion /opt-out
_____, 2022 [≈150 days after Preliminary Approval Date]	Deadline for Parties to File: a. List of persons who made timely and proper requests for exclusion/opt-out; b. Proof of Class Notice; and, c. Motion and Memorandum in Support of Final Approval and related matters, including any response to any objection
_____, 2022 [≈165 days after Preliminary Approval Date]	Fairness Hearing

V. CONCLUSION & PRAYER FOR RELIEF

Based on the foregoing, and Plaintiff, SHIREWOOD LAKES APARTMENTS, LLC d/b/a LAKEVILLE TOWNHOMES, individually and on behalf of a class of similarly situated natural and juridical persons, prays that Defendant, the CITY OF SHREVEPORT, be duly cited and served with a copy of this *Motion for Class Action Certification and Preliminary Approval of Class*

Action Settlement, that it be required to show cause, at a time set by this Court, as to why this *Motion* should not be granted; and, that after due proceedings are had, this Honorable Court grant a judgment in favor of Plaintiffs' *Motion for Class Action Certification and Preliminary Approval of Class Action Settlement* which:

1. Certifies the Class as follows:
 - 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.
2. Certifies the Harper Law Firm, APLC attorneys Jerald R. Harper and Anne E. Wilkes, as Class Counsel;
3. Grants Preliminary Approval of the Settlement Agreement;
4. Grants Approval of the Class notice(s) and accompanying schedule;
5. Sets date(s) for a fairness hearing, finalization of the settlement, and related matters; and,
6. Grants any other additional relief as is shown to be deemed just and proper.

Respectfully submitted,

HARPER LAW FIRM
(A Professional Law Corporation)

BY: 

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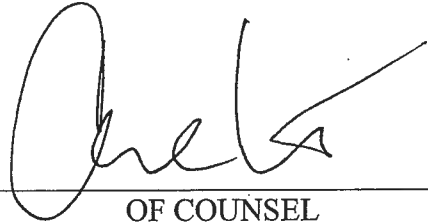
**ATTORNEYS FOR PLAINTIFFS,
SHIREWOOD LAKES APARTMENTS, LLC
d/b/a LAKEVILLE TOWNHOMES, individually
and on behalf of a class of similarly situated
juridical persons**

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been served upon all counsel of record via e-mail, U.S. Mail and/or hand delivery as described below to:

Mr. Edwin H. Byrd, III
Mr. Marshall Perkins
*Pettiette, Armand, Dunkelman,
Woodley, Byrd & Cromwell, LLP*
400 Texas Street, Suite 400
Shreveport, Louisiana 71101
via e-mail only: ebyrd@padwbc.com
mperkins@padwbc.com

on this **23rd** day of **December 2021**.



OF COUNSEL

MEDIATION AGREEMENT

THIS MEDIATION AGREEMENT ("the Agreement") is entered into as of the _____ day of January 2020, by and among:

- a. Jerald R. Harper and Anne E. Wilkes, Harper Law Firm, APLC, Counsel for Plaintiffs, T. SCOTT PERNICI, MICHAEL JONES, AND MARK DEFATTA, in *T. Scott Pernici, Michael Jones, and Mark DeFatta, Individually and on Behalf of a Class of Similarly Situated Persons v. City of Shreveport, Louisiana*; Suit No.: 599,698-C; First Judicial District Court, Caddo Parish, Louisiana
- b. Jerald R. Harper and Anne E. Wilkes, *Harper Law Firm, APLC*, Counsel for Plaintiffs, SHIREWOOD LAKES APARTMENTS, LLC D/B/A LAKEVILLE TOWNHOMES, in *Shirewood Lakes Apartments, LLC d/b/a Lakeville Townhomes, Individually and on Behalf of a Class of Similarly Situated Persons v. City of Shreveport*; Suit No.: 616,821-C; First Judicial District Court, Caddo Parish, Louisiana

Hereinafter referenced collectively as Plaintiffs

- c. Edwin H. Byrd, III, *Pettiette, Armand, Dunkelman, Woodley, Byrd & Cromwell, LLP*, and Zelda W. Tucker Assistant City Attorney, City of Shreveport, Counsel for Defendant, the CITY OF SHREVEPORT, in *T. Scott Pernici, Michael Jones, and Mark DeFatta, Individually and on Behalf of a Class of Similarly Situated Persons v. City of Shreveport, Louisiana*; Suit No.: 599,698-C; First Judicial District Court, Caddo Parish, Louisiana
- d. Edwin H. Byrd, III, *Pettiette, Armand, Dunkelman, Woodley, Byrd & Cromwell, LLP*, and Zelda W. Tucker Assistance City Attorney, City of Shreveport, Counsel for Defendant, the CITY OF SHREVEPORT, in *Shirewood Lakes Apartments, LLC d/b/a Lakeville Townhomes, Individually and on Behalf of a Class of Similarly Situated Persons v. City of Shreveport*; Suit No.: 616,821-C; First Judicial District Court, Caddo Parish, Louisiana

Hereinafter collectively referred to as Defendant

All above-listed are hereinafter *in toto* referred to as "the Parties"

I. GENERAL TERMS

1. WHEREAS the Parties through counsel and representatives, convened in a mediation with W. Ross Foote, Mediator, on December 17, 2019 and December 18, 2019, at the offices of the Harper Law Firm, APLC, 213 Texas Street, Shreveport, Louisiana 71101.
2. WHEREAS the above described Parties were represented at the Mediation through undersigned (and above-listed) counsel.

3. WHEREAS the above-described Parties acknowledge that this Agreement is the creation of the parties; that the Mediator did not provide a form to the Parties; and, that the undersigned are responsible for stating and agreeing upon the terms upon which they have reached this agreement;
4. WHEREAS the Parties reached a resolution as to some portions of the dispute represented by the above-captioned litigation, and did not resolve other issues;

II. TERMS OF AGREEMENT

NOW THEREFORE, the Parties have reached an agreement providing from the partial resolution of the Actions on the terms and subject to the conditions all as set forth below. The terms of this Agreement are as follows:

5. As to *Shirewood v. City of Shreveport*, the City shall pay six hundred thousand dollars (\$600,000.00) to certain Shirewood Plaintiffs affected by City overbilling of sewerage charges as a full resolution of the *Shirewood* matter, subject to the foregoing terms and conditions:
 - a. The six hundred thousand dollar (\$600,000.00) payment reflects full resolution of the *Shirewood* matter and represents the particular resolution of the "sewer customer charge" aspect of the *Shirewood* matter.
 - b. Plaintiffs also agree to dismiss the claims as to the "water customer charge" for multiple meter accounts and as to the "water customer charge" for accounts that have "compound meters".
 - c. The Parties agree to cooperate and endeavor in good faith to obtain class certification, which will encompass, generally, those customers of the City of Shreveport's Department of Water and Sewer for the time period from June 11, 2009 to June 11, 2019, who had an account with DOWAS which included more than one water meter "face" and were charged by the City for more than one "sewer customer charge".
6. As to *Pernici et al. v. City of Shreveport*, the City shall pay five million, nine hundred thousand dollars (\$5,900,000.00) solely as a resolution of the "rounding" issue within the *Pernici* matter, subject to the foregoing terms and conditions:

- a. The Parties agree to cooperate and endeavor in good faith to amend class certification, particularly to create the two sub-classes that must be created in order to effectuate this Agreement:
 - i. A sub-class of those residential customers of the City of Shreveport affected by the “rounding up” of water consumption to calculate the Average Winter Consumption (“AWC”) for purposes of monthly water and sewer billing;
 - ii. A sub-class of those residential customers of the City of Shreveport affected by the use of days outside the months of November, December, January and February for purpose of calculating the AWC (that is, those aspects by “days/months”).
 - b. The Parties agree that the remaining “days/months” issue within the *Pernici* matter shall continue to be litigated in the courts of the State of Louisiana.
7. The City understands that counsel for Plaintiff Classes will apply for and be entitled to an award of attorney’s fees in connection with the agreements to pay the classes and sub-classes identified herein.
 8. In both *Shirewood* and *Pernici*, the Parties agree that, after execution of the Settlement Agreement, Court approval of terms, and all agreed-upon additional matters that must be resolved by the Court, the funds that are due and owing by the City to individual class members—after the payment of attorneys’ fees and costs to counsel for Plaintiffs—shall be placed within a segregated settlement accounts and disbursed by the City; and that, such disbursement will be overseen by Heard, McElroy & Vestal on a monthly or quarterly basis, which then provide their report to the court and counsel for Plaintiffs for review and approval.

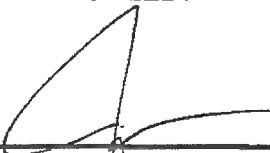
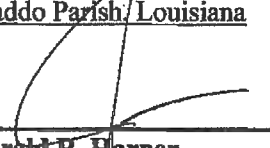
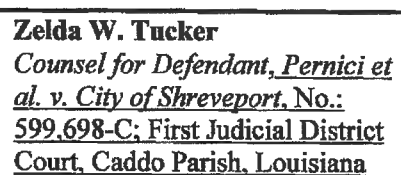
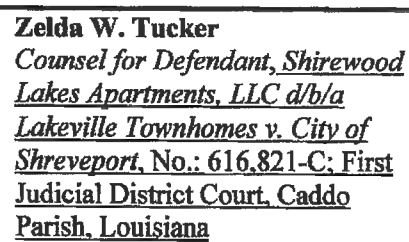
III. Additional Terms

9. The Parties shall be equally responsible for paying the reasonable costs and expenses associated with the Mediation.
10. In the event that the City Council or Court does not approve any part of the final Settlement Agreement, the Parties shall be deemed to have reverted to their respective litigation status immediately prior to the execution of the Agreement; however, the Parties acknowledge and agree that they agree to take actions in good faith to resolve

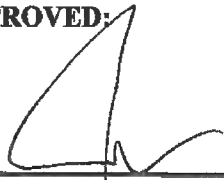
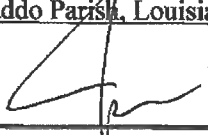
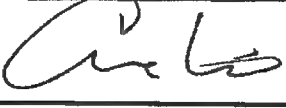
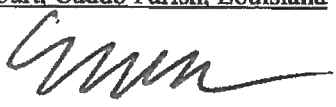
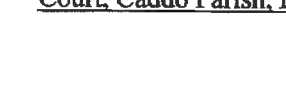
and cure the issues that led to the Court's decision to deny approval of any part of the Settlement.

11. Each of the undersigned attorneys affirms that he or she has been duly empowered and authorized to enter into this Agreement on behalf of his or her clients as identified in connection with any signature hereto.
12. This Agreement shall be governed by, and construed in accordance with the laws of the state of Louisiana.
13. This Agreement may be executed in counterparts by facsimile, PDF and electronic mail or original signature by any of the signatories hereto and as so executed shall constitute one agreement.
14. The Mediator may authenticate this Memorandum and the signature(s) of the Parties (if executed in his presence), but cannot otherwise be compelled to testify, produce or give any other evidence in any proceeding, meeting, session or otherwise, without the approval of both parties.

IT IS SO AGREED:

 _____ Jerald R. Harper Counsel for Plaintiffs, <u>Pernici et al.</u> <u>v. City of Shreveport, No.: 599,698-</u> <u>C; First Judicial District Court,</u> <u>Caddo Parish, Louisiana</u>	<u>1/21/20</u> _____ Date	 _____ Anne E. Wilkes Counsel for Plaintiffs, <u>Pernici et al.</u> <u>v. City of Shreveport, No.: 599,698-</u> <u>C; First Judicial District Court,</u> <u>Caddo Parish, Louisiana</u>	<u>1/21/2020</u> _____ Date
 _____ Jerald R. Harper Counsel for Plaintiffs, <u>Shirewood</u> <u>Lakes Apartments, LLC d/b/a</u> <u>Lakeville Townhomes v. City of</u> <u>Shreveport, No.: 616,821-C; First</u> <u>Judicial District Court, Caddo</u> <u>Parish, Louisiana</u>	<u>1/21/20</u> _____ Date	 _____ Anne E. Wilkes Counsel for Plaintiffs, <u>Shirewood</u> <u>Lakes Apartments, LLC d/b/a</u> <u>Lakeville Townhomes v. City of</u> <u>Shreveport, No.: 616,821-C; First</u> <u>Judicial District Court, Caddo</u> <u>Parish, Louisiana</u>	<u>1/21/2020</u> _____ Date
 _____ Edwin H. Byrd, III Counsel for Defendant, <u>Pernici et</u> <u>al. v. City of Shreveport, No.:</u> <u>599,698-C; First Judicial District</u> <u>Court, Caddo Parish, Louisiana</u>	<u>1/16/20</u> _____ Date	 _____ Zelda W. Tucker Counsel for Defendant, <u>Pernici et</u> <u>al. v. City of Shreveport, No.:</u> <u>599,698-C; First Judicial District</u> <u>Court, Caddo Parish, Louisiana</u>	_____ Date
 _____ Edwin H. Byrd, III Counsel for Defendant, <u>Shirewood</u> <u>Lakes Apartments, LLC d/b/a</u> <u>Lakeville Townhomes v. City of</u> <u>Shreveport, No.: 616,821-C; First</u> <u>Judicial District Court, Caddo</u> <u>Parish, Louisiana</u>	<u>1/16/20</u> _____ Date	 _____ Zelda W. Tucker Counsel for Defendant, <u>Shirewood</u> <u>Lakes Apartments, LLC d/b/a</u> <u>Lakeville Townhomes v. City of</u> <u>Shreveport, No.: 616,821-C; First</u> <u>Judicial District Court, Caddo</u> <u>Parish, Louisiana</u>	_____ Date

APPROVED:

 _____ Jerald R. Harper <i>Counsel for Plaintiffs, Pernici et al.</i> <u>v. City of Shreveport, No.: 599,698-</u> <u>C; First Judicial District Court,</u> <u>Caddo Parish, Louisiana</u>	<u>1/21/20</u> Date	 _____ Anne E. Wilkes <i>Counsel for Plaintiffs, Pernici et al.</i> <u>v. City of Shreveport, No.: 599,698-</u> <u>C; First Judicial District Court,</u> <u>Caddo Parish, Louisiana</u>	<u>1/21/2020</u> Date
 _____ Jerald R. Harper <i>Counsel for Plaintiffs, Shirewood</i> <u>Lakes Apartments, LLC d/b/a</u> <u>Lakeville Townhomes v. City of</u> <u>Shreveport, No.: 616,821-C; First</u> <u>Judicial District Court, Caddo</u> <u>Parish, Louisiana</u>	<u>1/21/20</u> Date	 _____ Anne E. Wilkes <i>Counsel for Plaintiffs, Shirewood</i> <u>Lakes Apartments, LLC d/b/a</u> <u>Lakeville Townhomes v. City of</u> <u>Shreveport, No.: 616,821-C; First</u> <u>Judicial District Court, Caddo</u> <u>Parish, Louisiana</u>	<u>1/21/2020</u> Date
 _____ Edwin H. Byrd, III <i>Counsel for Defendant, Pernici et</i> <u>al. v. City of Shreveport, No.:</u> <u>599,698-C; First Judicial District</u> <u>Court, Caddo Parish, Louisiana</u>	<u>1/14/20</u> Date	 _____ Zelda W. Tucker <i>Counsel for Defendant, Pernici et</i> <u>al. v. City of Shreveport, No.:</u> <u>599,698-C; First Judicial District</u> <u>Court, Caddo Parish, Louisiana</u>	_____ Date
 _____ Edwin H. Byrd, III <i>Counsel for Defendant, Shirewood</i> <u>Lakes Apartments, LLC d/b/a</u> <u>Lakeville Townhomes v. City of</u> <u>Shreveport, No.: 616,821-C; First</u> <u>Judicial District Court, Caddo</u> <u>Parish, Louisiana</u>	<u>1/14/20</u> Date	 _____ Zelda W. Tucker <i>Counsel for Defendant, Shirewood</i> <u>Lakes Apartments, LLC d/b/a</u> <u>Lakeville Townhomes v. City of</u> <u>Shreveport, No.: 616,821-C; First</u> <u>Judicial District Court, Caddo</u> <u>Parish, Louisiana</u>	_____ Date

MEDIATOR CERTIFICATION:

_____ W. Ross Foote <i>Mediator</i> <i>The Patterson Resolution Group</i>	_____ Date
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SEWER METER CLASS ACTION
SETTLEMENT ADMINISTRATOR
SHIREWOOD V. CITY OF SHREVEPORT
P.O. BOX 1786
SHREVEPORT, LA 71166-1786

NOTICE OF PROPOSED
CLASS ACTION SETTLEMENT

If you have or had an account for water and sewer services with the City of Shreveport from June 11, 2009 through June 11, 2019 and were charged for and paid more than one “Sewer Customer Charge” on that account, you could get a payment from this class action settlement

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

A \$600,000.00 Settlement has been reached in a class action about the way in which the City of Shreveport ("the City") charged water and sewer customers for Sewer Customer Charges. The class action claims that the resulting "Sewer Customer Charge" on customers' water and sewer bills included an overcharge in cases where the customer had more than one meter or "meter face" on one account. The City denies any claim of wrongdoing; however, the parties have agreed to settle the matter.

Who is Included? The City's records show you are likely a Class Member. The Class includes anyone with an "inside city" and/or "outside city" account with the City of Shreveport's Department of Water and Sewerage that:

- (1) have received and paid a bill(s) from the City of Shreveport's Department of Water and Sewerage ("DOWAS") at any time during the period beginning and including **June 11, 2009 through June 11, 2019**;
- (2) have received and paid a bill(s) from DOWAS containing "monthly sewer charge(s)" or "sewer customer charge(s)" during that time period; and,
- (3) that have or had an account with DOWAS which included more than one water meter or "meter face", and were billed by DOWAS for more than one "sewer customer charge" on that account.

What Does the Settlement Provide? Under the Settlement, the City will pay six hundred thousand dollars (\$600,000.00) to the Common Fund to be distributed to the Class proportionately based on the amount of the overcharge.

- (A) Current, "Active" customers who are entitled to a payment will receive payment as an automatic bill credit to your DOWAS bill.
- (B) Former, "Inactive" customers will receive an automatic payment in the form of a check.

How To Get Benefits. 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 bill credit. If the Court approves the Settlement and it becomes final and effective (and you remain in the Settlement Class), if you did not have a negative account balance if and when you closed your account with DOWAS, you will automatically receive a payment or bill credit for your portion of the overcharges that you paid during the time period covered by the Settlement.

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself ("opt out") by **March 1, 2022**. If you do not exclude yourself, you will release your claims against The City. You may also object to the Settlement on or before **March 1, 2022**. The Detailed Notice ("Long Form Notice") available on the website explains how to opt out or object. The Court will hold a Hearing on **March 1, 2022**, to consider whether to approve the Settlement, the final allocation and distribution, the attorneys' fees and expenses, service payments, as well as any objections. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. For more information, please visit the website below.

www.cityofshreveport.com

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	
Receive a Payment or Account Credit	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.
Exclude Yourself from the Settlement	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.
Object	Write to the Court if you do not like the Settlement.
Go to a Hearing	Ask to speak in Court about the fairness of the Settlement (after timely and proper submission of a written objection).
Do Nothing	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.

Appendix “1-C”
Proposed Long Form 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.

Appendix "1-C"
Proposed Long Form Notice

Plaintiff’s allegations are detailed in the Original Class Action Petition, copies of which are available and may be reviewed at [REDACTED]

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.xxx.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 **DATE** to:

SEWER METER CLASS ACTION
SETTLEMENT ADMINISTRATOR
P.O. BOX 1786
SHREVEPORT, LA 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.

Appendix "1-C"
Proposed Long Form Notice

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);

Appendix “1-C”
Proposed Long Form Notice

- 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 **DATE**:

Caddo Parish Clerk of Court First Judicial District Court 501 Texas Street Shreveport, Louisiana 71101	HARPER LAW FIRM, APLC <i>Re: Shirewood v. COS</i> P.O. Box 1816 Shreveport, Louisiana 71166
PETTIETTE, ARMAND, DUNKELMAN, WOODLEY, BYRD & CROMWELL, LLP ATTN: Marshall Perkins <i>Re: Shirewood v. COS</i> 400 Texas Street, Suite 400 Shreveport, Louisiana 71101	

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 **DATE** at **TIME** 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:

SEWER METER CLASS ACTION
SETTLEMENT ADMINISTRATOR
P.O. BOX 1786
SHREVEPORT, LA 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.XXXXXXXXXX.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.XXXXXXXXXX.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.

Appendix "1-C"
Proposed Long Form Notice

Questions? Visit www.XXXXXXXXXX.com

SHIREWOOD LAKES APARTMENTS, LLC
d/b/a/ LAKEVILLE TOWNHOMES,
INDIVIDUALLY AND ON BEHALF OF A
CLASS OF SIMILARLY SITUATED
PERSONS

SUIT NO.: 616,821-C

VERSUS

FIRST JUDICIAL DISTRICT COURT

CITY OF SHREVEPORT

CADDO PARISH, LOUISIANA

**[PROPOSED] ORDER AS TO PROVISIONAL CLASS CERTIFICATION AND
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, APPROVING
NOTICE PLAN AND SCHEDULE, AND SETTING FINAL APPROVAL HEARING**

This matter came before the Court on [DATE] on Plaintiffs' *Motion for Class Action Certification and Preliminary Approval of Class Action Settlement*:

PRESENT: Jerald R. Harper and Anne E. Wilkes, counsel for Plaintiffs; and,
Edwin H. Byrd, III and Marshall Perkins, counsel for Defendant

After considering the record, the facts and evidence including the settlement Agreement, the motion(s) and memoranda of counsel, and the arguments and stipulations of all counsel, **THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:**

1. **Jurisdiction.** The Court has jurisdiction over the subject matter of the Action, the Parties and all persons in the Settlement Class.

2. **Scope of Settlement.** The Settlement Agreement and accompanying Order Preliminarily Approving Class Action Settlement resolves all surviving claim(s) alleged in the Original Class Action Petition, as modified by this Court's order of partial dismissal (signed _____), filed in the First Judicial District Court, Caddo Parish, Louisiana, on or about May 24, 2019.

3. **Class Certification.** For the reasons stated in open Court this Court finds that Plaintiffs have satisfied the requirements of La. C.C.P. arts. 591 and 592; and accordingly, the class in this matter is hereby certified as follows:

4. Certifies the Class as follows:
- 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.

5. **Class Representatives.** This Court hereby certifies that the Class Representative in this case is Shirewood Lakes Apartments, LLC d/b/a Lakeville Townhomes.

6. **Class Counsel.** The Court's hereby certifies, approves of and officially appoints The Harper Law Firm, APLC, consisting of attorneys, Jerald R. Harper and Anne E. Wilkes, as Class Counsel.

7. **Preliminary Approval of Proposed Settlement Agreement.** The Court has conducted a preliminary evaluation of the Settlement as set for in the Settlement Agreement (Appendix "1-A" of Plaintiffs' Motion for Preliminary Approval) and as described and proposed in Plaintiffs' Motion Preliminary Approval. Based on this preliminary evaluation, the Court finds that the Settlement Agreement, as supplemented and further described in Plaintiffs' Motion for Preliminary Approval (a) is fair, reasonable and adequate, and within the range of possible judicial approval; (b) appears to be the product of serious, informed and non-collusive negotiations; (c) appears to be void of obvious deficiencies; and, (d) does not appear to provide for improper preferential treatment to Class Representative or segments of the settlement Class. With respect to the form(s) of notice of the material terms of the Settlement to persons in the Settlement Class for their consideration (as provided in Appendix "1-B" and Appendix "1-C" of Plaintiffs' Motion for Preliminary Approval), said Class Notices are appropriate and warranted. Therefore, the Court grants preliminary approval of the Class Action Settlement.

8. **Amounts and Distributions to Class Members.** The Court has reviewed the parties' agreed-upon proposal for amounts and distributions of payments (in the form of checks or account credits) as detailed in Plaintiffs' Motion for Preliminary Approval and exhibits thereto. (*See* Exhibit "3" and Exhibit "4" of Plaintiffs' Motion for Preliminary Approval). The Court hereby finds that this proposal is appropriate and warranted.

9. **Final Approval Hearing.** On _____, 2022 at ____:_____ a.m., this Court will hold a Final Approval Hearing on the fairness, adequacy and reasonableness of the Settlement Agreement and this accompanying Order Preliminarily Approving Class Action Settlement; and, to determine (a) whether final approval of the Settlement embodied by the Settlement Agreement and this accompanying Order Preliminarily Approving Class Action Settlement should be granted; and, (b) whether Class Counsel's application for attorney's fees and expenses and compensatory/incentive payment to Class Representatives should be granted, and in what amount.

10. **Attorney's Fees, Costs and Related Matters.** No later than _____, 2022, Plaintiff must file papers in support of Class Counsel's application for attorney's fees and costs, as well as for compensatory/incentive award to Class Representatives. No later than _____, 2022, which is _____ days before the Final Approval Hearing, papers in support of final approval of the Settlement and response to any written objections must also be filed.

11. **Settlement Claims Administrator.** The original Settlement Agreement signed by the Parties (Appendix 1-A of Plaintiffs' Motion for Preliminary Approval) included an agreement that the administration of the claims for the Settlement Class would be done by and through the City and/or Heard, McElroy & Vestal. After further consideration and review of the volume of data, number of Settlement Class Members and the logistics and time required for same, the parties proposed that the City act as Administrator for the Settlement Class. This Court has reviewed the reasons for the proposal; and, agrees with the parties that it would be in the best interest of the Settlement Class and the City of Shreveport for the City to act as Claims Administrator, with supervision by and transparency to this Court and Class Counsel. As such, this Court hereby certifies that the City of Shreveport will serve as the Claims Administrator. The Claims

Administrator shall be responsible for providing the Class Notice as well as services related to the administration of the Settlement as described in Plaintiffs' Motion for Preliminary Approval.

12. Class Notice. The Class Administrator shall provide direct notice via First Class U.S. Mail to the Settlement Class Members for whom it has contact information. Class Notice shall be in the form of a Postcard Notice (Appendix "1-B" of Plaintiffs' Motion for Preliminary Approval), which shall include general claim information and shall direct recipients to the Settlement Website (also maintained by the Class Administrator), which will contain the Long Form Notice (Appendix "1-C" of Plaintiffs' Motion for Preliminary Approval). Prior to mailing the Postcard Notice, the Claims Administrator shall search for updated addresses via their databases. As noted in Paragraph 6 of this Order, the Court has approved of the notice language. The Court hereby directs the Parties and the Claims Administrator to complete dissemination of the Class Notice by _____, 2022 (which is 45 days following the entry of this Preliminary Approval Order) ("Notice Deadline").

13. Confirmation of Dissemination of Notice. The Claims Administrator will file with the Court, by _____, 2022, which is fourteen (14) days prior to the Final Approval Hearing, proof that the Class Notice was provided in accordance with the Agreement and this Order.

14. Opt-Out and Objection Deadlines. Persons in the Settlement Class who wish to either object to the Settlement or request Exclusion/Opt-Out from the Settlement Class must do so by _____, 2022 (which is seventy-five (75) days after the Notice Deadline). Persons in the Settlement Class may not both object and "opt out". Settlement Class Members may not submit both a request for Exclusion/ "Opt-Out" and an Objection.

15. Exclusion from the Settlement Class. A Settlement Class Member who wishes to exclude himself/herself from this Settlement, and from the Release pursuant thereto, shall submit a written Exclusion/Opt-Out Request to the Claims Administrator at the address designated in the notices no later than _____, 2022. These requests for Exclusion/Opt-Out must: (a) identify the case name and caption; (b) identify the name, address and telephone number of the Settlement Class Member; (c) identify the DOWAS account number(s) (if known) that are associated with the Settlement Class; (d) be personally signed by the Settlement Class Member; and, (e) contain a

statement that indicates a desire to be excluded from the Settlement Class in the litigation, such as “I hereby request that I be excluded from the proposed Settlement Class in *Shirewood Lakes Apartments, LLC, et al. v. City of Shreveport*, No.: 616,821-C; First Judicial District Court, Caddo Parish.” No request for exclusion/opt-out will be valid unless all of the information described above is included. Class, mass, and group Requests for Exclusion/Opt-Out are prohibited.

16. On or before _____, 2022 (which is fourteen (14) days prior to the Final Approval Hearing), the Claims Administrator shall prepare and disseminate to all counsel an initial list that shall identify each Settlement Class Member; the anticipated payment for each Settlement Class Member; the deliverable address for each Settlement Class Member (if known); and, any Settlement Members who have “opted out” of the Settlement.

17. **Objections to Settlement.** Any Settlement Class Member who wishes to be heard at the Final Approval Hearing, or who wishes for any objection to be considered, must file a written notice of objection with the Court by the objection date contained in the notice(s), which is _____, 2022.

To be valid, a written objection must include: (a) the name of the case, which is *Shirewood Lakes Apartments, LLC, et al. v. City of Shreveport*, No.: 616,821-C; First Judicial District Court, Caddo Parish; (b) full name, address and telephone number; (c) DOWAS account number(s) (if known); (d) an explanation of the basis upon which the objector claims to be a member of the Settlement Class; (e) a statement with specificity of the grounds for the objection, accompanied by any legal support for your objection known to the objector and/or his counsel (if the objector has his/her own attorney); (f) the number of times in which the objector has 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 those prior such objections; (g) the identity of all counsel who represent the objector (if any) related to the objection to the Proposed Settlement; (h) whether the objector wishes to be heard in person at the final approval hearing; (i) the identity of all counsel (if any) representing the objector who will appear at the final approval hearing; (j) a list of all person(s) who will be called to testify at the final approval hearing in support of the objection (if any); (k) a statement confirming whether the objector intends to personally appear, and/or testify

at the final approval hearing; and, (l) the objector's personal signature. (An attorneys' signature is not sufficient) Class, mass, and group objections are prohibited.

18. Any Settlement Class Member who fails to object to the Settlement and Preliminary Approval Order in the manner described in the class notice(s) and consistent with this Order shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement (including applications for attorney's fees and expenses, and application for compensatory payment to Class Representative) at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of same by appeal or other means.

19. For any Objections that are filed, the Clerk of Court is ordered and instructed to redact any social security number, street address, and telephone number in order to protect the objector's privacy. The objector's name, as well as his/her city, state, and zip code, as well as the objection, will not be redacted.

20. **Release of Claims.** The Settlement Agreement (Appendix 1-A of Plaintiffs' Motion for Preliminary Approval) did not include express language discussing the result and effect of the Final Approval of the Class Action Settlement. In their Motion for Preliminary Approval, Plaintiffs provided proposed language for such Release. This Court has reviewed and considered the proposed language and adopts the recommendation of Plaintiffs as to the Release terms. As with any other provision in this Order, such approval is Preliminary and subject to modification and change at the Final Approval Hearing.

21. **Reasonable Procedures to Effectuate the Settlement.** Counsel for the City and Class Counsel are hereby authorized to use all reasonable procedures in connection with the approval and administration of the Settlement that are not materially inconsistent with this Order, or the Settlement Agreement, including making, without further approval of the Court, minor changes to the form or content of the Class Notice(s), exhibits and other related content that they, along with the input of the Claims Administrator, jointly agree are reasonable and necessary. The Court reserves the right to approve the Settlement Agreement and other related agreements with such

modifications, if any, as may be agreed to by the Parties without further notice to persons in the Settlement Class so long as such modifications do not limit the rights of the Settlement Class.

22. Schedule of Future Events.

DATE	DESCRIPTION
_____, 2022 [≈45 days after Preliminary Approval Date]	Deadline for Distribution and Dissemination of Court-Approved Class Notice(s) and Related Materials Deadline for filing Plaintiffs’ Motion for Attorneys’ Fees
_____, 2022 [≈120 days after Preliminary Approval Date]	Deadline for Defendants to Oppose and/or Present Evidence in Opposition to Plaintiffs’ Motion for Attorneys’ Fees
_____, 2022 [≈120 days after Preliminary Approval Date]	Deadline for Settlement Class Members to file: a. Objection and basis therefor; b. Notice of intent to appear at the fairness hearing, indicating with or without counsel; and/or, c. Request exclusion /opt-out
_____, 2022 [≈150 days after Preliminary Approval Date]	Deadline for Parties to File: a. List of persons who made timely and proper requests for exclusion/opt-out; b. Proof of Class Notice; and, c. Motion and Memorandum in Support of Final Approval and related matters, including any response to any objection
_____, 2022 [≈165 days after Preliminary Approval Date]	Fairness Hearing

IT IS SO ORDERED.

THUS DONE AND SIGNED at Shreveport, Caddo Parish, Louisiana on this _____ day of _____, 2022.

HONORABLE MICHAEL A. PITMAN
FIRST JUDICIAL DISTRICT COURT

Sec. 94-165. - Sewerage charges.

The following rates shall be charged for wastewater collection and treatment provided for customers served by the sanitary sewer system of the city. The charges provided in this section are to be for the full payment of the costs of operation and maintenance, including replacement, of the wastewater collection and treatment system.

- (1) *Monthly sewerage charge.* A monthly service charge for all users is established as follows:
- a. *Effective October 1, 2013:*
 - Inside city—\$5.55
 - Outside city—\$11.10
 - b. *Effective January 1, 2015:*
 - Inside city—\$6.33
 - Outside city—\$12.66
 - c. *Effective January 1, 2016:*
 - Inside city—\$7.22
 - Outside city—\$14.44
 - d. *Effective January 1, 2017:*
 - Inside city—\$7.87
 - Outside city—\$15.74
 - e. *Effective January 1, 2018:*
 - Inside city—\$8.42
 - Outside city—\$16.84
 - f. *Effective January 1, 2019:*
 - Inside city—\$9.01
 - Outside city—\$18.02
 - g. *Effective January 1, 2020:*
 - Inside city—\$9.55
 - Outside city—\$19.10
 - h. *Effective January 1, 2021:*
 - Inside city—\$9.74
 - Outside city—\$19.48
 - i. *Effective January 1, 2022:*
 - Inside city—\$9.93
 - Outside city—\$19.86



(2) *Quantity charge.*

- a. *Residential customers.* Quantity charges for metered residential customers shall be based on 100 percent of water consumption unless the individual customer's average monthly water usage is less for the months of November, December, January and February, calculated after the month with the highest metered water usage and the month with the lowest metered water usage have been eliminated.
- b. *Commercial and industrial customers.* Quantity charges for commercial and industrial customers connected to the sewerage system shall be based on 100 percent of metered water usage, provided that the director of water and sewerage or his authorized designee shall be authorized to adjust these charges to account for such factors as product use and cooling tower evaporation. The customer shall bear the burden of proof regarding product use or evaporation losses when requesting an adjustment.
- c. *Calculation.* Effective October 1, 2013, all quantity charges shall be calculated at the following rates per each 1,000 gallons of metered water use:

Customer Class	Rate Per 1,000 Gallons Inside City	Rate Per 1,000 Gallons Outside City
Residential	\$5.55	\$11.10
Commercial	\$5.55	\$11.10
Industrial	\$5.55	\$11.10

- d. *Calculation.* Effective January 1, 2015, all quantity charges shall be calculated at the following rates per each 1,000 gallons of metered water use:

Customer Class	Rate Per 1,000 Gallons Inside City	Rate Per 1,000 Gallons Outside City
Residential	\$6.22	\$12.66
Commercial	\$6.33	\$12.66
Industrial	\$6.33	\$12.66

- e. *Calculation.* Effective January 1, 2016, all quantity charges shall be calculated at the following rates per each 1,000 gallons of metered water use:

Customer Class	Rate Per 1,000 Gallons Inside City	Rate Per 1,000 Gallons Outside City
Residential	\$7.22	\$14.44
Commercial	\$7.22	\$14.44
Industrial	\$7.22	\$14.44

- f. *Calculation.* Effective January 1, 2017, all quantity charges shall be calculated at the following rates per each 1,000 gallons of metered water use:

Customer Class	Rate Per 1,000 Gallons Inside City	Rate Per 1,000 Gallons Outside City
Residential	\$7.87	\$15.74
Commercial	\$7.87	\$15.74
Industrial	\$7.87	\$15.74

- g. *Calculation.* Effective January 1, 2018, all quantity charges shall be calculated at the following rates per each 1,000 gallons of metered water use:

Customer Class	Rate Per 1,000 Gallons Inside City	Rate Per 1,000 Gallons Outside City
Residential	\$8.42	\$16.84
Commercial	\$8.42	\$16.84
Industrial	\$8.42	\$16.84

- h. *Calculation.* Effective January 1, 2019, all quantity charges shall be calculated at the following rates per each 1,000 gallons of metered water use:

Customer Class	Rate Per 1,000 Gallons Inside City	Rate Per 1,000 Gallons Outside City
Residential	\$9.01	\$18.02
Commercial	\$9.01	\$18.02
Industrial	\$9.01	\$18.02

- i. *Calculation.* Effective January 1, 2020, all quantity charges shall be calculated at the following rates per each 1,000 gallons of metered water use:

Customer Class	Rate Per 1,000 Gallons Inside City	Rate Per 1,000 Gallons Outside City
Residential	\$9.55	\$19.10
Commercial	\$9.55	\$19.10
Industrial	\$9.55	\$19.10

- j. *Calculation.* Effective January 1, 2021, all quantity charges shall be calculated at the following rates per each 1,000 gallons of metered water use:

Customer Class	Rate Per 1,000 Gallons Inside City	Rate Per 1,000 Gallons Outside City
Residential	\$9.74	\$19.48
Commercial	\$9.74	\$19.48
Industrial	\$9.74	\$19.48

- k. *Calculation.* Effective January 1, 2022, all quantity charges shall be calculated at the following rates per each 1,000 gallons of metered water use:

Customer Class	Rate Per 1,000 Gallons Inside City	Rate Per 1,000 Gallons Outside City
Residential	\$9.93	\$19.86
Commercial	\$9.93	\$19.86
Industrial	\$9.93	\$19.86

- (3) *Excessive strength surcharge.* In addition to the charges listed in subsection (2), all monitored commercial and industrial customers shall pay for excessive wastewater strengths (BOD and SS) based upon the following formula:

$$S = V_s \times 8.34 (\$0.094 (\text{BOD} - 250) + \$0.031 (\text{SS} - 250))$$

Where:

S = surcharge in dollars

V_s = Sewage volume in million gallons

8.34 = Pounds per gallon of water

\$0.094 = Unit charge for BOD in dollars per pound

BOD = Strength index in parts per million by weight

\$0.031 = Unit charge for suspended solids in dollars per pound

SS = Suspended solids strength index in parts per million by weight

- (4) *Contract customers.* The city council may authorize contracts with municipalities, political subdivisions, governmental entities or private firms to furnish sewerage services at rates and charges as set forth in this section.
- (5) *Nonmetered customers.* Users who do not have metered sewerage discharge shall be charged in a manner both adequate to the operation, maintenance and replacement needs of the sewerage system and proportional to one-time users.
- (6) *Flat rate charges.* The following residential customers shall be assessed flat rate monthly charges:
- a. All customers who are served by the sanitary sewer system but not served by the water distribution system; and

- b. All customers who are served by both the sanitary sewer system and water distribution system, but who have not established an average monthly water usage for the months of November, December, January and February.
1. The sewer quantity charges for metered residential customers shall be based on 100 percent of water consumption or the established class average charges, whichever is less.
 2. Effective October 1, 2013, the flat rate charges shall be as follows:
QUANTITY CHARGE
Inside City: \$42.41
Outside City: \$84.82
 3. Effective January 1, 2015 charges shall be as follows:
QUANTITY CHARGE
Inside City: \$48.36
Outside City: \$96.72
 4. Effective January 1, 2016 charges shall be as follows:
QUANTITY CHARGE
Inside City: \$55.13
Outside City: \$110.26
 5. Effective January 1, 2017 charges shall be as follows:
QUANTITY CHARGE
Inside City: \$60.09
Outside City: \$120.18
 6. Effective January 1, 2018 charges shall be as follows:
QUANTITY CHARGE
Inside City: \$64.30
Outside City: \$128.60
 7. Effective January 1, 2019 charges shall be as follows:
QUANTITY CHARGE
Inside City: \$68.80
Outside City: \$137.60
 8. Effective January 1, 2020 charges shall be as follows:
QUANTITY CHARGE
Inside City: \$72.93
Outside City: \$145.86

9. Effective January 1, 2021 charges shall be as follows:

QUANTITY CHARGE

Inside City: \$74.39

Outside City: \$148.78

10. Effective January 1, 2022 charges shall be as follows:

QUANTITY CHARGE

Inside City: \$75.88

Outside City: \$151.76

- (7) *Rate review.* The rate structure will be periodically reviewed to accomplish the following:
- Ensure that the current charges are adequate to cover operation, maintenance and replacement costs.
 - Ensure that operation, maintenance and replacement costs are being distributed appropriately among users and user classes.
- (8) *Payment of increased costs.* Any user which discharges any toxic pollutants which cause an increase in operation, maintenance and replacement costs shall pay for such increased costs.
- (9) *Use of city water service.* Any user of the city's sanitary sewerage system is required to also contract with the city for water service, if available.
- (10) *Application of rates after October 1, 2013.* For rates which become effective on or after October 1, 2013, the new rate shall apply to the first billing cycle in which all consumption occurs after the effective date.
- (11) *Reuse water charges.* Any user desiring to use reuse water shall contact the director of the department of water and sewerage to determine the availability of reuse water. If the director of the department of water and sewerage determines that reuse water is available, the director shall then establish a reasonable charge for same based upon the quantity of reuse water consumed.

(Code 1971, §§ 37-29, 37-32.1, 37-61; Ord No. 112, 1992, § 37-85, 8-11-92; Ord. No. 13, 1993, 2-23-93; Ord. No. 2, 1996, § 4, 1-23-96; Ord. No. 17, 1996, 2-27-96; Ord. No. 181, 1996, 12-10-96; Ord. No. 80, 2001, 5-8-01; Ord. No. 81, 2003, 7-8-03; Ord. No. 138, 2003, § 9, 9-23-03; Ord. No. 96, 2004, 7-13-04; Ord. No. 187, 2004, 11-30-04; Ord. No. 81, 2006, 7-11-06; Ord. No. 123, 2007, 8-14-07; Ord. No. 193, 2007, 11-27-07; Ord. No. 165, 2008, 12-9-08; Ord. No. 131, 2011, 10-25-11; Ord. No. 15, 2013, 8-27-13; Ord. No. 109, 2014, 11-11-14; Ord. No. 164, 2014, 1-3-15)

CC 3827
12 03 07

Council Proceedings of the City of Shreveport, Louisiana
November 27, 2007

The regular meeting of the City Council of the City of Shreveport, State of Louisiana was called to order by Chairman Monty Walford at 3:03 p.m., Tuesday, November 27, 2007, in the Government Chambers in Government Plaza (505 Travis Street).

Invocation was given by Councilman Bowman.

The Pledge of Allegiance was led by Councilman Wooley.

On Roll Call, the following members were Present: Councilmen Lester, Walford, Long (Arrived at 3:07 p.m.), Wooley, Webb, Shyne, and Bowman. 7. Absent: None.

Motion by Councilman Shyne, seconded by Councilman Bowman to approve the minutes of the Administrative Conference, Monday, November 12, 2007 and Council Meeting, Tuesday, November 13, 2007. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long, Wooley, Shyne, Webb and Bowman. 7. Nays: None.

Awards, Recognition of Distinguished Guests, and Communications of the Mayor which are required by law.

Councilman Walford: Mr. Dark, anything from the Mayor's office?

Mr. Dark: We expect him to come in later. I know he wanted to introduce to you the new area Captains and newly promoted folks in Police, and when he gets here, you might want to come back and do that.

Councilman Walford: Okay. Well I was hoping to get with him on this, but I'm going to go ahead, and if the Council will indulge me for a minute. I had the opportunity last week to join Arlena Acree with some Disney folks. And the things I heard about the movie industry in Shreveport, just really - - - I thought I was in the know about what was going on, but it really surprised me. And she did a wonderful presentation today at Rotary, and Arlena I would ask you if you would come forward and give us just the brief version of what I learned at dinner, and what you told Rotary today. Because I think it's going to surprise the public and some of our Council Members.

Ms. Acree: Well first of all, I want to thank you for inviting me today. And a recap of what's happened in the film industry in this area since January of 2007. To date, we've had - - - it's either had production or in production 22 movie and TV productions for this area. And what that means for economic impact for the area, so far, the estimates on the budgets are \$190,000,000 for the year so far. And so the experts say you take a third of that, and the multiplier according to the State, they hired economic experts, our multiplier is 1.85. So, you're looking at about \$63,000,000 that was spent in the area, in the State of Louisiana, and the multiplier makes it about \$117,000,000 for the year. The previous year, the economic impact, we had 12 productions, post Katrina from August 2005, to the end of 2006, and their budgets totaled \$300,000,000. So the multiplier on



2007 to lay over until December 11, 2007 meeting. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long Wooley, Shyne, Webb and Bowman. 7. Nays: None.

ORDINANCES ON SECOND READING AND FINAL PASSAGE *(Numbers are assigned Ordinance Number)*

Mr. Thompson: Mr. Chairman, I believe 191 is to be postponed, it's not yet ready.

Councilman Walford: I believe Mr. Dark had recommended they wanted a postponement on that one.

1. **Ordinance No. 191 of 2007:** An ordinance authorizing the issuance of not to exceed \$9,000,000 of the City of Shreveport, State of Louisiana Taxable Special Facilities Revenue Bonds on behalf of the Shreveport Airport Authority, authorizing the pledge of certain revenues to secure the Bonds, awarding the Bonds to the Purchaser thereof, AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS RELATED TO AN INTEREST RATE SWAP AGREEMENT; and providing otherwise with respect thereto.

Having passed first reading on October 23, 2007 was read by title, and on motion, ordered passed to third reading. Read the third time in full and as read motion by Councilman Shyne, seconded by Councilman Wooley to postpone. Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long Wooley, Shyne, Webb and Bowman. 7. Nays: None.

2. **Ordinance No. 192 of 2007:** An ordinance amending Section 62-78 of the Code of Ordinances relative to the Department of Public Assembly and Recreation fee schedule, and to otherwise provide with respect thereto.

Having passed first reading on November 13, 2007 was read by title, and on motion, ordered passed to third reading. Read the third time in full and as read motion by Councilman Shyne, seconded by Councilman Long to adopt.

Councilman Walford: Got awfully quiet there for a minute.

Councilman Shyne: Well, you know I don't believe in raising taxes like the Republicans do.

Councilman Webb: Does that mean you're going to vote against the water bill increase?

Councilwoman Bowman: Sick.

Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long Wooley, Shyne, Webb and Bowman. 7. Nays: None.

3. **Ordinance No. 193 of 2007:** An ordinance amending portions of Chapter 94 of the Code of Ordinance relative to water and sewerage rates, and to otherwise provide with respect thereto.

Having passed first reading on November 13, 2007 was read by title, and on motion, ordered passed to third reading. Read the third time in full and as read motion by Councilman Wooley, seconded by Councilman Long to adopt.

Councilman Long: Actually I've heard quite a lot from my constituents on this issue, and I'm inclined that I'm not going to support it right now. I mean I desperately understand our need for water pressure down there in that area, but I have an overwhelming feedback from my constituents, and they're opposed to this increase at this time.

Councilwoman Bowman: Of course Councilman Wooley, when it came up in a prior meeting, and I mentioned to you and others about my 94 year old grandmother, and those who are like here who are on a fixed income, and have a difficult time as it is, and you know we've gone up on their rates, we didn't, but it has been done a few times in the past, and not just for them, I've received quite a few calls also, from citizens that I represent and those that I do not represent calling me in reference to this, and especially yesterday and last night, and I can't support it.

Councilman Wooley: Mr. Strong, could you come up please? I know I'd sent an email or Ms. Bea sent an email early this morning, and I know you and I discussed this out in the hall a little bit. What has been the average rate increase for the last decade?

Mr. Strong: What we have looked at is from 1993, is when some of the major projects began on the repair work that had been done on our system from the water plant, sewer plant, water and sewer mains. And from April 1, 1993 to today's date, the increases have approximately 56%, or 56% over that period of time from 1993 through today. And these projects have been for major rehabilitation of plants. This is what kept us in compliance with the EPA. These projects that we're talking about today are - - - two of the major transmission lines that will be supplying the water to Southeast Shreveport as it continues to grow. This is in accordance with our Master Plan that has been set up from originally in 1984 to where it was updated in 1999. So, everything is consistent with the Master Plan that we have in place today. In comparison to this, to kinda show how the department has continued to go with this rate increase that's in here, the CPI in that same period of time has gone up approximately 41%, so you've seen that at the same time going up with this rate increases, and the approximately some \$200,000,000 in major projects being spent throughout. In comparison to this, we have done a comparison of other cities, going back in '05, April of '05 to show and Shreveport is somewhere in the neighborhood of about the middle of cities throughout the state of Louisiana and in surrounding areas. And when you get outside of Louisiana, we're actually less expensive on our water utilities.

Councilman Wooley: Did we go outside of the state?

Mr. Strong: Yeah, we looked at Birmingham, AL, Tulsa, OK, Little Rock, areas like that. So, we've checked those in comparison to Baton Rouge, Bossier. Now, we're less than Bossier in the prices, but there have been a lot of subsidizing of their water utilities where Shreveport does not subsidize their water utilities.

Councilman Wooley: We're less than Bossier or more than Bossier?

Mr. Strong: We're more than Bossier.

Councilman Wooley: Okay, you said less than Bossier.

Mr. Strong: Excuse me.

Councilman Wooley: That's okay. Just checking. I was getting a little excited.

Mr. Strong: And from Monroe to New Orleans, Lake Charles, Little Rock, Jackson, Birmingham and Tulsa.

Councilman Wooley: Now, let me ask you this, Two of these projects are already underway. Is that correct?

Mr. Strong: Well all three projects are in design, and are completing up the design. But all of them, the one project that is in place is not a part of this, is the Southern Loop line that will actually loop the system from Norris Ferry - - - well actually over to Hwy 1, and then back into our water tower there at Flournoy Lucas, and then the interstate. The other two projects are in design state, they're not under construction.

Councilman Wooley: Right, and they're do to complete by 1st quarter of '09?

Mr. Strong: That would have been by the end of the first quarter of '09.

Councilman Wooley: Let me ask you this. If this tax rate does not go through, then where does that leave the Water Department in funding these projects?

Mr. Strong: Well, this is a water increase, and not tax. Because that would be set up there, it would be for this to pay off the project. If this is not approved to do the funding, I don't see that we would be going forth with this.

Councilman Webb: Yeah, Mike you said that if this does not go through, then you would not be going through with the - - -?

Mr. Strong: There is no funding that would be able to fund these two projects.

Councilman Webb: I too likewise have had a lot of calls about this. I've been really struggling with this one, and I just - - - I don't know.

Councilman Lester: Mr. Chairman, let me say this. I have gone on record on more than one occasion. When the city has done the bringing in more people into the city, extended our lines, extending our boundaries, I have said, at a certain point, you know the City of Shreveport has to stop, because as we continue to go forward, we're going to be in a situation where we're going to leave Shreveport, and walk right into the front door of Mansfield. I think it has to stop. But at the same time, against what I believe to be prudence, the city has and this Council has routinely voted to extend the boundaries of the city to include those areas in the Southeastern portion of the city that for higher dollar, properties and what have you, no one likes to vote for any rate increases. It's one of those things, people don't want to pay more, the sad reality is you get what you pay for. If people think, and the constituents and the citizens of the city believe that there is some magic formula by which our aging infrastructure will be magically healed without paying for it, they're sadly mistaken. I mean, it's going to cost us to deal with our infrastructure issues. And so, we're in a scenario where the people that this is going to benefit, or citizens of the City of Shreveport, therein, do I think it's the most prudent thing to bring them in, and I've been on record dealing with that. That being said, they are in, they are paying, and for us as a council to summarily neglect and just decide that we don't want to deal with their water pressure issues, and the other sewerage issues as if that is going to solve the problem, I don't think that's prudent either. And certainly in my district, the citizens of District A were the beneficiaries the last time this was dealt with in terms of increasing the size of the water main. The main water main as I appreciate it comes from the Amiss Plant coming up the left of North Hearne. I

mean many people that live in that area noticed for the better part of six months to almost a year, a lot of construction going on parallel to Hearne Ave, and that was to strengthen the lines in that area. And so it would be hypocritical of me in as much as the citizens of my district have benefited previously in previous issues for an increase for me not to vote to deal with citizens in other parts of the City of Shreveport, so obviously and again nobody likes to vote for water rate increases, but we all know that our water and sewerage is an enterprise fund, and if you make capital improvements, which we know need to be made, they have to be paid for. Otherwise we're going to be in a situation where our infrastructure is not going to be changed, and things are not going to get better. And so, I'm voting YES. And I think that at this point, that is a prudent vote for the Council, and I would urge other Councilmen to look at the large picture, the large issues in terms of water pressure and continued growth for the city, and vote yes.

Councilman Shyne: Councilman Wooley, I'm going to hang my political future on this vote on supporting you. I'm not a person who generally votes for tax increases, and Ron, I'm very conservative. But, I do think that we do have a moral obligation and I see Mike Strong doing this, and Mike's a good church going man, so I know he wouldn't mislead me. But I do think that we have a moral obligation to make sure that we provide the kind of services to this area of town that's going to make this city The Next Great City of The South, so Councilman Wooley, I'm hanging my political future on you.

Councilman Walford: I'm going to grab a first debate, and then I'm going to come to you gentlemen who have asked to speak, and I think Mr. Lester has said much of it very well, but none of us up here voted when these areas were annexed. As I recall, they had water problems, and that was one of the reasons they wanted to come into the city, and they were willing to pay taxes to be in the city. And now, like Mr. Lester says, we now find ourselves with a moral obligation, they are in the city, some of my friends.

Councilman Shyne: (Inaudible) moral obligation.

Councilman Walford: Maybe it was Mr. Shyne who said a moral obligation. Some of my friends try to keep it a little light with me, when they talk about taking a trickle, when I get to take a shower. Because their water pressure is that bad. We've brought them into the city. They are citizens, they don't have proper water service, and they deserve it. And unfortunately, the only way we can do it is to raise the water rates to property fund the system. It is an enterprise fund, it does not get tax dollars, it's funded by the charges that are levied on each of the water customers. I'm going to support you on this one Mr. Wooley, I don't like it. It's one of those things, I don't like to raise taxes. I don't like to raise fees, but sometimes it's necessary. And this is one of those times. So, if you don't mind, I'm going to go back to first debate on Mr. Webb and I'm going to come back to you. So, Mr. Webb.

Councilman Webb: Mike, tell us once again, if this passes how much increase the average bill is going to be.

Mr. Strong: It'll be 3%. Which equates to on the water side, on the per thousand gallons will go up from \$2.62 per thousand to \$2.70. And the sewerage side will go up from the \$3. - - - my glasses are going out on me.

Councilman Shyne: Turn to Tom.

Mr. Dark: Somebody read that for him there. \$3.47 to \$3.58 on the (inaudible).

Mr. Strong: Thank you.

Councilman Shyne: Tom got contacts on.

Mr. Dark: We can fix that for you Mike.

Mr. Strong: But that's where we are and what we're seeing. And what the average bill is running is somewhere in the neighborhood of around \$30-35.00 on the average. So they're seeing somewhere in the neighborhood of about a \$.90 per month rate increase. And the impact on this, and understand too that with the low water pressures that we're seeing, and especially in the summer months, can have an impact on the fire ratings too. And where we are in making sure that we have the adequate pressures in all areas of the city. So all of this is to be factored in also.

Councilman Webb: Thank you Mike. Like I said, I've been struggling with this one, and I know looking at reality, it's hard to say no, and I'm going to support it because I know, my heart tells me we don't need to, but my gut tells me that we got to. I'm going to support it.

Councilman Shyne: I call for the vote then Mr. Chairman.

Councilman Wooley: I'd like to make one more - - -

Councilman Walford: Yeah, we've got two more that would like to make their points. Mr. Wooley?

Councilman Wooley: Thank you Mr. Chairman. This is a sensitive issue obviously for the tax payers of our city. Obviously as the representative for District D, I have the obligation to my constituents who have very adamantly over the last year have raised their concerns about the low water pressure, particularly Ellerbe Road Estates, the oldest neighborhood south of Flourney Lucas. Many people have difficulties taking showers, flushing their toilets, things of that nature. Things that most of us just take for granted. That was due to a very aggressive annexation policy of the last decade or so. And just not having the proper infrastructure in place to handle that. Without repeating some of the comments already made by Councilmen Walford and Lester, we do have an obligation to these people who are tax paying citizens to our community, but obviously we're providing other services to them, and their services are working fine. This is one that we need to catch up on if you will. One thing I do want to point out is that I like the fact Mike as you said, that this is part of the Master Plan. You know we heard Charles speak very passionately yesterday about having a Master Plan for development of our city, overall how we want to grow and develop things of that nature. Well, we have a Master Plan here that we're working out, that we're moving forward with. And part of that process, unfortunately from time to time involves money, and putting our money where our mouth is, saying we have a plan, but it's going to cost us something. We definitely have seen the growth in Southeast Shreveport. I think it's been beneficial to business and residents alike, and I think in order to continue to support that will benefit the city in many ways, obviously through taxes, and obviously through a good quality of life, this is one of those necessities. I do want to say thank you to all the Council Members that will support this. And like I said, my constituents do appreciate it very much. Thank you.

Councilwoman Bowman: Yes sir, and I'm glad that my fellow Council Members will be voting in the manner they so choose, but I shall not be moved. My grandmother and several other seniors who are paying the increase have paid it for 50-60 years now. No one made provisions for them. If this was going to be done, in my opinion, I would have suggested that something would have been done for the elderly. For those who have already paved the way. In addition to that, my vote is also for the citizens I represent in

Queensborough, who continuously have broken water mains. Every time you look around, it's a problem over there. Old, failing infrastructure problems that we are experiencing. I know this is probably what the citizens out in that area do need. But I look at the needs of my own, and I look at the needs of the elderly, and those who are struggling everyday just trying to make ends meet, and gasoline being extremely high, and they have to - - - no one gives an account of that, no one gives an account of the fact that their medications are constantly on the rise. So, therefore my 'NO' vote is for the seniors and for the citizens in Queensborough. Thank you.

Mayor Glover: Mr. Chairman, I was going to try and sit this one out, especially since I tend to see the direction the vote appearing to be going, but I do think that from the Administration's standpoint, I do need to offer at least some comment on this issue. Without question, the City of Shreveport over the last several decades has engaged in a - - - of what some would consider to be an aggressive annexation policy. One that has seemingly been the only means by which as a city, we've been able to for the last three, four decades stay within that 200,000 range in terms of our overall population. The reality of it is, is that substantial residential growth that's taking place within Caddo Parish is occurring within the southeast portion of our city right now for the time being. One of the very first things that this Administration did when we came on board, in addition to going out and meeting with each and every Council District within this city, we also sat and we counseled with the various department heads of this city as well. There were two things that matched up. For the folks in Southeast Shreveport, and for Mike Strong and his staff as Director of Operational Services, both mentioned the challenges that we face in this city right now in terms of being able to provide adequate water pressure out to Southeast Shreveport. We've got individuals there which previous Administrations and previous Councils, some of those Councils I was a member of, voted to let into the city limits of Shreveport. And I would say to you, despite some of the issues and challenges that we face, we did so for what I think were some very sound reasons as I mentioned previously. Population, it's helped keep our numbers where they are. Each and everyone of those homes, most of which are valued well into the six figure range, all of the materials that we use to construct those homes, the sales taxes on those materials came to the coffers of the City of Shreveport. The individuals who live in those homes, when they make their large ticket purchases, be they refrigerators, freezers, and certainly cars and other recreational vehicles because those individuals reside in the city limits of Shreveport, the sale taxes calculated on those Lexus', and Benzs and Cadillacs and other things all end up directing dollars to the city coffers of the City of Shreveport. The property taxes on those homes all end up coming to the coffers of the City of Shreveport. They're not only appreciated, they're welcomed. And we have taken the position within this Administration that we have looked at the remaining area that's left between Southeast Caddo Parish, and Desoto Parish, and we have identified those areas that would reasonably make sense for us to allow to be annexed into the City of Shreveport, and we look forward to working with the development community to bring those particular properties into this city. And we need to do so for a couple of different reasons. We right now on the (inaudible) as we stand here today on the first day of this Cyber Symposium hopefully are being about to welcome what could be thousands, if not tens of thousands of new jobs to Shreveport and Northwest Louisiana. To put ourselves in a position to where those folks who would look to come here and are looking for

homes, some of whom will be looking for high dollar homes to be told that you should not only go to Shreveport, because we don't think it's safe there, but you can't water your grass, wash your car and take a shower at the same time, without question, we will end up losing that competition to other areas of this region. Now, we shouldn't necessarily look to just say that we're competing against one side of the river or the other, or one suburb or the other, but certainly, we need to keep the City of Shreveport as attractive and as viable an option as possible when it comes to folks who are looking for new and high dollar homes. The contribute to the bottom line of this city. Just also happens, I'll tell this truth as well. When it comes to our law enforcement resources, they happen to make less of a demand than some other areas, and so while they contribute a lot, in many respects, they demand with regard to certain services, less. And so we need to put ourselves in a position to be able to facilitate the needs of those who are here and realistically have an option to be able to take advantage of future growth potential that comes here. When this Council was elected, one of the first issues that Councilman Wooley and I sat down and spoke of were the water issues and needs within his particular district. We identified them as being the most pressing under these current sets of circumstances. They happen to be the most pressing, because as Councilman Lester made reference to, but dating all the way back to my tenure on the City Council, back in 1993, this Shreveport City Council has made some very tough decisions to make some very substantial investment to the water and sewerage infrastructure of Central Shreveport. That's why you see the construction that was done as Councilman Lester made reference to of the expanded water main along Hearne Avenue and other areas of this city. The North Shreveport sewer treatment plant that exist up in the MLK areas. Other projects that have been done because previous Administrations and previous Councils had the foresight, the wisdom, and the courage to stand up and to do that which is right. Now, for those who are new to the electoral process, here's what you are seeing right now. You're seeing the inner section of political rhetoric and public service. Political rhetoric says to a newly elected Council Member like Bryan Wooley that somebody at some point in the future is going to be able to stand up possibly even tomorrow's newspaper or this evening's newscast and say, 'He voted for \$29,000,000 in new taxes, and tried at some point to use that against him politically. It may be against each and everyone of you and me as well. Public service says this represents the needs of our city, and I'm willing to do that which is necessary to insure that we continue to be able to grow, develop, and advance as a community. There's been specific reference made to that which has or has not been done with regard to our seniors and the other (inaudible) within the City of Shreveport. And Mike correct me if I'm wrong, dating back, I know to some point in the early '90s, the City of Shreveport on a yearly basis contributes hundreds of thousands of dollars to at least two non-profits locally that I know of - - -

Councilman Shyne: I was on the Council during that time.

Mayor Glover: We were on the Council during that time, where we said that if we're going to see an increase in these rates, then we've got to make sure that we make provisions - - -

Councilman Shyne: Community Action Agency.

Mayor Glover: Community Action Agency and some Socialization Services, Inc. There are other entities out there like the Salvation Army and others who got so much

money, they couldn't even expend it all, we had to go out and make them give that money back to be able to put in the hands of some other non profits that were apparently closer to the community and had a greater ability to be able to identify those folks who had those real legitimate needs and were able to offer them the type of assistance that they need. And I would say dating back to the early 1990s, the amount of assistance that has gone to those non profits would probably range somewhere close to five plus million dollars or more if you just simply calculated it at a minimum of \$300,000 each year being given to those agencies. I know that that number is greater than that. But just using \$500,000, then based on that you're probably talking about somewhat closer to \$10,000,000 worth of assistance that's gone to the various non profit groups throughout this city to ensure that individuals who are poor, elderly, and indigent have access to what they need in order to be able to pay bills when they find themselves in those difficult situations and circumstances. So, as I said earlier, political rhetoric, public service the choice is before this Council today, and I ask that you guys make the right choice. Thank you Mr. Chairman, thank you Members of the Council.

Councilman Shyne: I would call for the vote with one statement. Mr. Wooley, that's why I said to you earlier, and Mr. Mayor, I like how you put it, I was putting my political future on the line for you.

Councilman Wooley: I appreciate it Mr. Shyne.

Councilman Shyne: Thank you. I call for the vote.

Councilman Walford: How about we're there. If you call for the vote, then we'll have to vote on that and then - - - call for the question. Lets just vote.

Councilman Shyne: Lets do it then.

Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Wooley, Shyne, and Webb. 5. Nays: Councilmen Long, and Bowman. 2.

4. **Ordinance No. 194 of 2007:** An ordinance amending and re-enacting Section 94-3 pertaining to water and sewerage, and otherwise providing with respect thereto.

Having passed first reading on November 13, 2007 was read by title, and on motion, ordered passed to third reading. Read the third time in full and as read motion by Councilman Wooley, seconded by Councilman Shyne to adopt.

Councilman Walford: I think for the record, this is a personnel issue. Am I correct Mike? This has nothing to do with fee structure or rates. This is strictly a personnel matter.

Councilman Shyne: Thank you Mr. Chairman.

Councilman Walford: I didn't want people thinking we were voting on another increase.

Councilman Shyne: I don't generally vote for taxes and fees.

Motion approved by the following vote: Ayes: Councilmen Lester, Walford, Long Wooley, Shyne, Webb and Bowman. 7. Nays: None.

Tournament (Shotgun):	
Half Day	
Huntington	\$2,800.00
Querbes	\$2,900.00
Full Day	
Huntington	\$4,300.00
Querbes	\$4,500.00
Food Fee*	\$2.00 per player
Beverage Fee*	\$4.00 per player
Beverage Cart Rental*	\$100.00 per day

The following fees include taxes:

School Teams:	
High School or Middles School Teams	
Team Membership, per player	50.00*
Individual team member, per round	\$6.00
College Teams	
Annual membership, per player	\$275.00
Individual team member, per round	\$7.00

* Entitles team member to play golf Monday through Friday in all school golf team activities, including practice and scheduled matches during the "golf season". The "golf season" shall be defined as 30 days prior to the first official match and ending with the completion of the high school playoffs.

BE IT FURTHER ORDAINED that this ordinance shall become effective on January 1, 2008.

BE IT FURTHER ORDAINED that if any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this ordinance which can be given effect without the invalid provisions, items, or application and to this end the provisions of this ordinance are hereby declared severable.

BE IT FURTHER ORDAINED that all ordinances or parts thereof in conflict herewith are hereby repealed.

ORDINANCE NO. 193 OF 2007

AN ORDINANCE TO AMEND PORTIONS OF CHAPTER 94 OF THE CODE OF ORDINANCES RELATIVE TO WATER AND SEWERAGE RATES AND TO OTHERWISE PROVIDE WITH RESPECT THERETO

BY:

WHEREAS, the City of Shreveport operates the water and sewerage systems which serve its citizens; and

WHEREAS, the Mayor has recommended a three per cent (3%) water and sewer rate increase, to be effective January 1, 2008, to provide the water and sewerage utility with adequate revenues for operations and debt service.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport, in legal session convened, that Section 94-164(5) is hereby deleted and Sections 94-164(1) and (2) and Sections 94-165(1), (2)(c), (3) and (6)(b)(2) of the Code of Ordinances are hereby amended and re-enacted as follows:

Chapter 94 UTILITIES

* * *

Sec. 94-164 Water Charges

The following monthly rates shall be charged for water furnished to residential, commercial and industrial customers:

(1) *Monthly water customer charge.* The monthly water customer charge shall be as follows, effective January 1, 2008:

Water Meter Size (inches)	Inside City	Outside City
5/8	\$4.25	\$8.50
3/4	\$4.89	\$9.78
1	\$5.52	\$11.04
1 1/2	\$8.83	\$17.66
2	\$12.44	\$24.88
3	\$26.43	\$52.86
4	\$45.71	\$91.42
6	\$89.86	\$179.72
8	\$134.24	\$268.48
10	\$182.10	\$364.20

[Bulk water purchase]. In all cases, monthly water customer charges for bulk water purchase shall be the same as for regular commercial quantity rate, plus an administrative fee of \$10.00 per month.

(2) *Quantity charges.* The monthly water customer quantity charge shall be as follows, effective January 1, 2008:

Customer Class	Rate Per 1,000 Gallons Inside City	Rate Per 1,000 Gallons Outside City
Residential	\$2.70	\$5.40
Commercial	\$2.37	\$4.74
Industrial	\$2.17	\$4.34

* * *

94-165 Sewerage charges

The following rates shall be charged for wastewater collection and treatment provided for customers served by the sanitary sewer system of the city. The charges provided in this section are to be for the full payment of the costs of operation and maintenance, including replacement, of the wastewater collection and treatment system.

(1) *Monthly sewerage charge.* A monthly service charge for all users is established as follows:
Inside City - \$3.87
Outside City - \$7.74
(2) *Quantity charge.*

c. *Calculation.* All quantity charges shall be calculated at the following rates per each 1,000 gallons of metered water use:

Customer Class	User Charge Portion	Capital Charge Portion	Total
<i>Inside City</i>			
Residential	\$2.39	\$1.19	\$3.58
Commercial, Industrial	\$1.99	\$0.98	\$2.97
<i>Outside City</i>			
Residential	\$2.39	\$4.77	\$7.16
Commercial, Industrial	\$1.99	\$3.93	\$5.92

(3) *Excessive strength surcharge.* In addition to the charges listed in subsection (2) of this section, all monitored commercial and industrial customers shall pay for excessive wastewater strengths (BOD and SS) based upon the following formula, effective January 1, 2008:

$$S = V_s \times 8.34 (\$0.0749 (\text{BOD} - 250) + \$0.0252 (\text{SS} - 250))$$

Where:

S	= surcharge in dollars
Vs	= Sewage volume in million gallons
8.34	= Pounds per gallon of water
\$0.0749	= Unit charge for BOD in dollars per pound
BOD	= Strength index in parts per million by weight
\$0.0252	= Unit charge for suspended solids in dollars per pound
SS	= Suspended solids strength index in parts per million by weight

(6) *Flat rate customers.* The following residential customers shall be assessed flat rate monthly charges:

b. All customers who are served by both the sanitary sewer system and water distribution system, but who have not established an average monthly water usage for the months of November, December, January and February.

* * *

2. Effective January 1, 2008, the flat rate charges shall be as follows:

QUANTITY CHARGE

Inside City

Customer Charge - \$3.87

User Charge - \$14.31

Capital Charge - \$9.47

Total - \$27.65

Outside City

Customer Charge - \$7.74

User Charge - \$28.62

Capital Charge - \$18.94

Total - \$55.30

BE IT FURTHER ORDAINED that if any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this ordinance which can be given effect without the invalid provisions, items or applications; and, to this end, the provisions of this ordinance are hereby declared to be severable.

BE IT FURTHER ORDAINED that all ordinances or parts thereof in conflict herewith are hereby repealed.

ORDINANCE NO. 194 OF 2007

AN ORDINANCE AMENDING AND RE-ENACTING SECTION 94-3, PERTAINING TO WATER AND SEWERAGE, AND OTHERWISE PROVIDING WITH RESPECT THERETO.

BY:

BE IT ORDAINED by the City Council of the City of Shreveport in due, regular and legal session convened that Section 94-3 of the Code of Ordinances for the City of Shreveport pertaining to Water and Sewerage is hereby amended and re-enacted to read as follows:

Sec. 94-3. Director of water and sewerage; deputy director; assistant director; environmental affairs manager; division managers; supervisory control and data acquisition system administrator.

* * * * *

(b) The offices of deputy director, assistant director of administration, environmental affairs manager, division managers and supervisory control and data acquisition system administrator are hereby created for the department of water and sewerage. The mayor shall appoint, after recommendation from the director of water and sewerage, the positions stated herein, subject to confirmation by the city council.

BE IT FURTHER ORDAINED that if any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this ordinance which can be given effect without the invalid provisions, items or applications and to this end the provisions of this ordinance are hereby declared severable.

ORDINANCE NO. 53 OF 2019

AN ORDINANCE TO AMEND AND REENACT CERTAIN
SECTIONS OF CHAPTER 94 OF THE CODE OF
ORDINANCES, CITY OF SHREVEPORT, LOUISIANA,
RELATIVE TO UTILITIES AND TO OTHERWISE PROVIDE
WITH RESPECT THERETO.

BY: COUNCILMAN BRADFORD

WHEREAS, the City Council of the City of Shreveport is authorized and empowered to establish rules, regulations and procedures for the customers of its water and sewerage system; and

WHEREAS, the City Council is required by City Charter to operate the City's water and sewerage systems in a businesslike and self-supporting manner; and

WHEREAS, the City is currently implementing a new water and sewerage billing system; and

WHEREAS, the City Council finds it necessary to modify these Ordinances to reflect changes in the operations and processes of the department of water and sewerage.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Shreveport, in legal session convened, that Chapter 94 of the Code of Ordinances relative to Water and Sewerage of the City of Shreveport is hereby amended effective June 1, 2019, as follows:

Chapter 94 – UTILITIES

ARTICLE V. - BILLING AND COLLECTIONS

Sec. 94-161. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Good paying account history means an account summary which reflects the last 12 consecutive months of water and sewer bills, including recycling and solid waste, generated with no past due balance.



Sec. 94-163. - Deposit.

(b) (1) Deposits when required shall be in the following amounts:

Water Meter Size (inches)	Amount of Deposit
5/8	\$75.00
¾	\$75.00
1	\$75.00
1½	\$150.00
2	\$250.00
3	\$1,100.00
4	\$1,500.00
6	\$2,500.00
8	\$6,850.00
10	\$8,500.00
Construction or roving meter	\$500.00

(2) The deposits provided herein shall be required only for water and sewer account opened on or after June 1, 2019. Accounts with existing deposits shall not be required to post an additional deposit amount unless water service has been terminated for nonpayment of charges. In such cases, the additional deposit shall be required prior to restoration of service. However, when water service has been terminated for nonpayment of charges and the bill has been paid for the customer by a charitable agency from a charitable fund, and the customer has posted no deposit, a deposit as provided in this section shall be required prior to restoration of service.

- (d) For sewerage only metered accounts or special unmetered accounts, the amount of the account deposit will be determined by the director of water and sewerage, with \$75.00 being the minimum deposit required.

- (g) Each account deposit posted pursuant to this section shall be credited to the customer's account after 12 consecutive months in which the customer's water and sewerage bills, including recycling and solid waste, have reflected no past due balance.

Sec. 94-164. - Water charges.

The following monthly rates shall be charged for water furnished to residential, commercial and industrial customers:

[Note: Place the following text below table (5) of Section 94-164.]

Compound meters. In all cases, the monthly water customer charge for meters with multiple faces shall be equal to the sum of the monthly water customer charges for the corresponding constituent sizes of the compound meter faces.

Bulk water purchase. In all cases, monthly water customer charges for bulk water purchase shall be the same as for regular commercial customer charge, plus an administrative fee of \$10.00 per month.

- (11) *Water quantity for tiers.* Tiered water quantity rates apply to residential customers only. The water quantity for each tier shall be as follows:

Tier 1—0 to 3,999 gallons per month

Tier 2—4,000 to 7,999 gallons per month

Tier 3—8,000 to 14,000 gallons per month

Tier 4—Over 14,000 gallons per month

Water quantity charges will be calculated as follows: Up to the first 3,000 gallons per month will be charged at the Tier 1 rate. Usage from 4,000 to 7,000 gallons per month will be charged at the Tier 2 rate. Usage from 8,000 to 14,000 gallons per month will be charged at the Tier 3 rate and all usage over 14,000 gallons per month will be charged at the Tier 4 rate. Residential irrigation meters will be charged as follows: Up

to the first 14,000 gallons per month will be charged at the Tier 3 rate and all usage over 14,000 gallons per month will be charged at the Tier 4 rate. All commercial irrigation consumption shall be billed at the prevailing commercial quantity charge rate.

Sec. 94-165. - Sewerage charges.

The following rates shall be charged for wastewater collection and treatment provided for customers served by the sanitary sewer system of the city. The charges provided in this section are to be for the full payment of the costs of operation and maintenance, including replacement, of the wastewater collection and treatment system.

- (1) *Monthly sewerage charge.* A monthly service charge for all users is established as follows:

[Note: Place the following note below Section 94-165 (1) I.]

Customer charge shall be paid per face billed for water meter.

- (2) *Quantity charge.*

- a. *Residential customers.* Quantity charges for metered residential customers shall be based on 100 percent of water consumption unless the individual customer's average monthly water usage is less for the months of November, December, January and February, calculated after the month with the highest metered water usage and the month with the lowest metered water usage have been eliminated. If a customer does not have water usage history for all of the months in the calculation (November, December, January, and February), then the quantity charge shall be based upon six (6) thousand gallons of consumption.

- c. *Calculation.* Effective October 1, 2013, all quantity charges shall be calculated at the following rates per each 1,000 gallons of metered water use, or applicable average calculated in accordance with 94-165 Section 2-a. above:

- (3) *Excessive strength surcharge.* In addition to the charges listed in subsection (2), all monitored commercial and industrial customers shall pay for excessive wastewater strengths (BOD and SS) based upon the following formula:

$$S = V_s \times 8.34 (\$0.094 (\text{BOD} - 250) + \$0.031 (\text{SS} - 250))$$

Sec. 94-166. - Fees.

(a) The following fees shall be charged for services provided:

(1) Expedited water restoration or meter restoration additional charge.....35.00

(7) Bench test of meter upon request by customer, if meter found to be functioning properly:

Actual cost incurred for testing the meter, as evidenced by expenses paid, including shipping, handling, testing, reporting, etc.

(14) Private fire connection, billed monthly (annual charge) 240.00

Sec. 94-167. - Discontinuance of services; adjustments.

(3) All fees for the cost of disconnecting and restoring such service as provided in section 94-166; or

(4) A payment plan for all amounts due in (1), (2), and (3) above has been established at the direction of the director of water and sewerage or his/her designee.

Sec. 94-168. - Additional rules and regulations.

(a) The director of water and sewerage shall establish written rules and regulations for the implementation of this article, which shall include but not necessarily be limited to the following:

(1) Rules for determining the customer class.

(2) Requirements for setting up a new account or transferring service

(3) Conditions under which a deposit must be paid prior to connection of service.

(4) Conditions under which an additional deposit may be required based on a previous deposit being applied when the customer is disconnected for non-payment

(5) Conditions under which a customer may make a standing deposit which may be transferred to accounts at different locations.

(6) Conditions for the refund of a customer deposit

(7) Procedures for the method and timing of meter reading.

(8) Rules setting billing cycles, including procedures for mailing bills, the timing thereof and the setting of due dates and delinquency dates, including procedures for the

mailing of delinquent notices or notices of termination of service, and notice of procedures available to dispute bills.

- (9) Procedures for estimating bills and back-billing in the case of meter malfunction, damage or obstruction, use of a stolen meter or straight line connection or other unavailability of a meter reading, based on estimated quantities and in accordance with the fee schedule set forth in this article.
- (10) Procedures for hearing customer disputes relating to billing.
- (11) Procedures for termination of service based on any provision of this article.
- (12) Procedures for restoration of service after termination.
- (13) Procedures for the application of payments to fees, charges and balances, and for the application of the account deposit and for final billing.
- (14) Conditions for the deferment of bills prior to termination and procedures for the application for deferments.
- (15) Conditions for adjustments of bills and procedures for the application for adjustments.
- (16) Conditions under which sewer service will be disconnected based on any provision of this article, and procedures for notice thereof.
- (17) Rules relating to forms of payment such as cash, check, credit card, or certified funds.
- (18) Guidelines for determining when contracts with contract customers are warranted and determining rates and charges thereunder.

BE IT FURTHER ORDAINED that the Mayor of the City of Shreveport, or his designee, shall be and is hereby authorized to do any and all things and to sign any and all documents in a form acceptable to the City Attorney, or her designee, necessary to effectuate the purposes set forth herein.

BE IT FURTHER ORDAINED that if any provision or item of this Ordinance or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this Ordinance which can be given effect without the invalid provisions, items or applications and to this end the provisions of this Ordinance are hereby declared severable.

BE IT FURTHER ORDAINED that all Ordinances or parts thereof in conflict herewith are hereby repealed.

BE IT FURTHER ORDAINED that this Ordinance shall become effective June 1, 2019.

THUS DONE AND ORDAINED by the City Council of the City of Shreveport, Louisiana.

APPROVED AS TO LEGAL FORM:



City Attorney's Office

ORDINANCE NO. 53 OF 2019

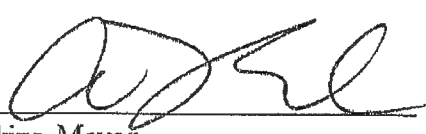
April 23, 2019

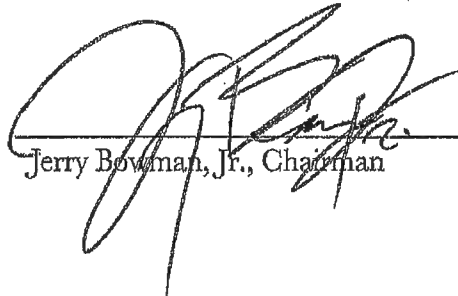
Read by title and as read motion by Councilman Bradford seconded by Councilman Boucher for Introduction.

May 14, 2019

Having passed first reading on April 23, 2019 was read by title and on motion ordered passed to third reading. Read by title and as read motion by Councilman Green seconded by Councilman Bowman for adoption. Approved by the following vote: Ayes: Councilmen Willie Bradford, LeVette Fuller, John Nickelson, Grayson Boucher, James Flurry, James Green, and Jerry Bowman, Jr. 7. Nays: 0. Absent: 0. Out of the Chamber: 0. Abstentions: 0.

Approved:


Adrian Perkins, Mayor


Jerry Bowman, Jr., Chairman

Approved by the City Council MAY 14 2019

Approved by the Mayor MAY 20 2019

And Effective on MAY 28 2019

at 12:01 O'clock A.M."


Arthur G. Thompson, Clerk of Council