

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

**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 **January 31, 2022** on Plaintiffs' *Motion for Class Action Certification and Preliminary Approval of Class Action Settlement*:

PRESENT: Anne E. Wilkes, counsel for Plaintiffs; 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 Dec. 29, 2021), 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 Aug. 8, 2022 at 10:30 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 April 1, 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 June 15, 2022, Defendant shall file any objections, opposition, or response to Plaintiff's application for attorneys' fees and costs. No later than July 15, 2022, 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. 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 Claims Administrator to complete dissemination of the Class Notice by April 1, 2022. ("Notice Deadline").

13. Confirmation of Dissemination of Notice. The Claims Administrator will file with the Court, by July 15, 2022, 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 June 15, 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 June 15, 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 July 15, 2022, 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 June 15, 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

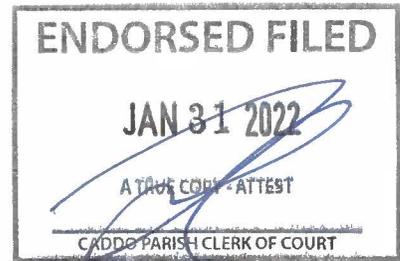
at the final approval hearing; and, (l) the objector's personal signature. (An attorneys' signature is not sufficient) Class, mass, and group objections are prohibited.

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
April 1, 2022	Deadline for Distribution and Dissemination of Court-Approved Class Notice(s) and Related Materials Deadline for filing Plaintiffs' Motion for Attorneys' Fees
June 15 2022	Deadline for Defendants to Oppose and/or Present Evidence in Opposition to Plaintiffs' Motion for Attorneys' Fees
June 15, 2022	Deadline for Settlement Class Members to file: <ul style="list-style-type: none"> 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
July 15, 2022	Deadline for Class Administrator to File: <ul style="list-style-type: none"> a. List of persons who made timely and proper requests for exclusion/opt-out; b. Proof of Class Notice; and, c. Initial list of Settlement Class Members, and anticipated payments and/or credits and deliverable (last known) address Deadline for Parties to File: <ul style="list-style-type: none"> a. Motion and Memorandum in Support of Final Approval and related matters, including any response to any objection
<u>Aug. 8</u> , 2022	Fairness Hearing

IT IS SO ORDERED.

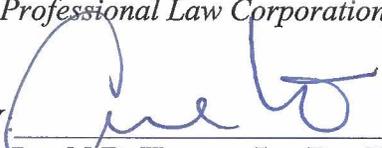
THUS DONE AND SIGNED at Shreveport, Caddo Parish, Louisiana on this 31st day of January, 2022.

JUDGE MICHAEL PITMAN

HONORABLE MICHAEL A. PITMAN
FIRST JUDICIAL DISTRICT COURT

Judgment Prepared by:

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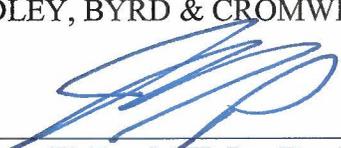
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