

EXHIBIT C
LONG FORM CLASS NOTICE

If you sustained damages as a direct result of the water service provided by Bayou Teche Water Works, Inc. between February 3, 2006 and the present, you may benefit from a proposed Class Action Settlement.

**READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED
WHETHER YOU ACT OR DO NOT ACT.**

**PLEASE CHECK THE SETTLEMENT WEBSITE AT
WWW.BTWWSETTLEMENT.COM REGULARLY FOR UPDATES AND FURTHER
DETAILS**

The Sixteenth Judicial District Court for the Parish of Iberia, State of Louisiana authorized this notice. This is not a solicitation from a lawyer.

- A Class Action Settlement has been reached in *Joy Maturin, et al v. Bayou Teche Water Works, Inc., et al*, No. 127719 on the docket of the 16th Judicial District Court for the Parish of St. Martin. For the precise terms and conditions of the settlement, please: (i) visit the Settlement Website at www.BTWWSettlement.com, where you may access the Settlement Agreement and Release; (ii) contact Class Counsel, as explained in more detail below; or (iii) access the Court docket in this case by visiting the office of the Clerk of the Court for the 16th Judicial District Court for the Parish of Iberia, 300 Iberia Street, New Iberia, Louisiana, 70560. Please do not telephone the Court or the Court Clerk's Office to inquire about this Proposed Settlement or the claim process.
- This notice summarizes the lawsuit and Class Action Settlement (sometimes referred to in this notice as the "Settlement").
- Plaintiffs in the above-captioned action assert that they have been damaged by Bayou Teche Water Works, Inc.'s (BTWW's) deficient water service from 2006 to the present. More specifically, Plaintiffs allege that they continuously experienced color, suspended particulate and contamination of the water they receive from BTWW that renders it unfit for use and cause damage to their persons and/or property.
- You are a member of the Class if you sustained damages as direct result of receiving their water service from BTWW between February 3, 2006 and the present.
- If you are an eligible member of the Class, the Settlement may provide you with a cash award. That award is estimated to be \$140. If you received this notice via U.S. Mail, you do not need to do anything to receive a cash payment. If you did not receive this notice via U.S. Mail and you wish to receive a cash payment, you must timely submit a Proof of Claim Form.

YOUR RIGHTS AND CHOICES IF YOU ARE A MEMBER OF THE CLASS:

<i>YOU MAY:</i>		<i>DUE DATE</i>
DO NOTHING	If you were a customer of BTWW on December 8, 2022 and received this notice addressed to you via U.S. Mail, and you do nothing, you will be bound by the Settlement (if approved), you will have released your claims, and you will receive a monetary award.	<u><i>No Deadline</i></u>
FILE A CLAIM FORM	If you sustained damages as a direct result of receiving your water from BTWW between February 3, 2006 and the present, but were not a customer on December 8, 2022 and/or did not receive this notice addressed to you via U.S. Mail, you must timely submit a valid Claim Form to the Claims Administrator in order to recover a monetary award under the Settlement.	<u><i>By February 9, 2023</i></u>
EXCLUDE YOURSELF	You may request to be excluded from the Class by timely submitting a request in writing to the Claims Administrator. If you do this, you will not receive any of the benefits provided by the Settlement and you may not object to the Settlement. You will, however, keep your right to sue regarding the Claims asserted in the Class Action.	<u><i>By February 9, 2023</i></u>
OBJECT	You may object to the Settlement by submitting a valid and timely objection to the Court and Counsel for the Parties. If you object, but were not a customer on December 8, 2022 and/or did not receive this notice addressed to you via U.S. Mail, you must still timely submit a valid Claim Form by the date specified above in order to receive a cash payment. You may object to the Settlement only if you <u>do not</u> exclude yourself from the Settlement.	<u><i>By February 9, 2023</i></u>

- These rights and choices – **and the deadlines to exercise them** – are further explained in this notice.
- These **deadlines may be moved, cancelled or otherwise modified by the Court**, so please check the Settlement Website at www.BTWWSettlement.com regularly for updates and further details.
- The Court still has to decide whether to approve the Settlement. Benefits will be provided only if the Court approves the Settlement and after any appeals are resolved.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION 5

 1. Why did I get this notice? 5

 2. What is the lawsuit about? 5

 3. Why is this a class action? 6

 4. Why is there a proposed settlement? 6

WHO IS IN THE PROPOSED SETTLEMENT CLASS 6

 5. How do I know if I'm part of the proposed Settlement Class? 6

 6. Are there exceptions to being included in the Settlement Class? **Error! Bookmark not defined.**

THE PROPOSED SETTLEMENT BENEFITS – WHAT YOU MAY GET 7

 7. What does the Proposed Settlement provide? 7

 8. How do I submit a claim for benefits? 7

 9. When will I get my Proposed Settlement benefits? 7

 10. What am I giving up to stay in the Settlement Class? 7

 11. Can I get out of the Proposed Settlement? 8

 12. How do I exclude myself from the Settlement Class? 8

 13. If I don't exclude myself from the Settlement Class, can I still sue Defendants for the same things later? 9

 14. If I exclude myself from the Settlement Class, can I get any benefits from the Proposed Settlement? 9

YOUR RIGHTS AND CHOICES - OBJECTING TO THE PROPOSED SETTLEMENT 9

 15. How do I tell the Court I don't like the Proposed Settlement? 9

 16. What's the difference between objecting to the proposed Settlement and excluding myself from the Settlement Class? 10

YOUR RIGHTS AND CHOICES - APPEARING IN THE LAWSUIT 10

17.	Can I appear or speak in this lawsuit and Proposed Settlement?.....	10
IF YOU DO NOTHING		11
18.	What happens if I do nothing at all?	11
THE LAWYERS REPRESENTING YOU		11
19.	Do I have a lawyer in this case?.....	11
20.	How much will lawyers for the Settlement Class be paid and how will they be paid?	11
THE COURT’S FAIRNESS HEARING.....		12
21.	When and where will the Court decide whether to approve the Proposed Settlement?.....	12
22.	Do I have to come to the Final Fairness Hearing?	12
23.	Can I speak at the hearing?	12
GETTING MORE INFORMATION.....		12
24.	Are more details about the lawsuit and the Proposed Settlement available? If so, where do access any additional information?	12

BASIC INFORMATION

1. Why did I get this notice?

A Court ordered and approved this notice because you have the right to know about a Settlement that may affect you. You have legal rights and choices to make before the Court decides whether to approve the Settlement.

This notice explains:

- What the lawsuit is about
- Who is included in the Settlement
- How the Settlement may benefit you
- What your legal rights are
- How to get benefits of the Settlement

2. What is the lawsuit about?

This case is pending in the 16th Judicial District Court for the Parish of Iberia. The full name of the action is *Joy Maturin, et al v. Bayou Teche Water Works, Inc., et al*, No. 127719.

The Plaintiffs in this lawsuit allege that they have been damaged by BTWW's deficient water service from February 3, 2006 and the present. More specifically, Plaintiffs allege that they continuously experienced color, suspended particulate and contamination of the water they receive from BTWW that renders it unfit for use and cause damage to their persons and/or property. Plaintiffs assert claims for breach of contract, redhibition, products liability, detrimental reliance, chemical assault and trespass, and general negligence. They claim various categories of damages including out of pocket expenses for purchasing bottled water, and/or replacing unspecified property that was damaged; loss of use and enjoyment of their property, homes, and businesses; fear of contracting a disease. American Alternative Insurance Corporation ("AAIC") issued insurance policies to BTWW during the time period in which BTWW is alleged to have been deficient in the provision of potable water to Plaintiffs, and Plaintiffs allege that their losses are covered under these policies. BTWW and AAIC are referred to collectively as "Defendants".

Defendants vigorously deny Plaintiffs' allegations of breach of contract, redhibition, products liability, detrimental reliance, chemical assault and trespass, and general negligence, and deny that any conduct challenged by Plaintiffs caused any damage whatsoever, and have asserted a number of defenses to Plaintiffs' Claims.

The Court has not issued a final ruling on Plaintiffs' Claims. Plaintiffs and Defendants have agreed to the Settlement to avoid the risk and expense of further litigation. Plaintiffs believe that their Claims have merit, but that the Settlement is fair, reasonable, and in the best interests of the members of the Class given the risk and expense of further litigation.

3. Why is this a Class Action?

In a Class Action, one or more people, called Class Representatives, sue on behalf of other people who have similar claims. All these people together are a “Class” or “Class Members.” One court decides all the issues in such a Class-Action lawsuit for all Class Members, except for those who exclude themselves from the Class. In a Class Action, the Court has a responsibility to assure that prosecution and resolution of the Class Claims by the Class Representatives and Class Counsel is fair. In this lawsuit, the Class Representatives are asking the Court to decide the issues for all persons who sustained damages as direct result of receiving their water service from BTWW between February 3, 2006 and the present.

4. Why is there a Proposed Settlement?

The Court did not rule in favor of either party. Instead, the Parties agreed to a Settlement in order to avoid the expense and risks of continuing the lawsuit. The Class Representatives and their attorneys think the Settlement is best for all members of the Class Members.

WHO IS IN THE PROPOSED SETTLEMENT CLASS

5. How do I know if I’m part of the Class?

The Class includes all people who sustained damages as a direct result of receiving their water service from BTWW between February 3, 2006 and the present.

If this describes you, you are automatically a member of the Class unless you exclude yourself by following the steps for exclusion described below.

Persons who are members of the Class and do not exclude themselves will be bound by the Settlement, if approved by the Court, whether or not they submit a Proof of Claim Form, and will be prevented from bringing other Claims covered by the Settlement. Those who exclude themselves from the Class will not be bound by the Settlement and will not receive any payments from the Settlement.

In order to receive a monetary award, you must submit a valid Proof of Claim Form UNLESS you were a customer of BTWW on December 8, 2022 AND you received this Notice addressed to you via U.S. Mail. If you were a customer of BTWW on December 8, 2022 AND you received this Notice addressed to you via U.S. Mail, you do not have to do anything more and you will receive a monetary award if the Court finally approves the Settlement.

If you were NOT a customer of BTWW on December 8, 2022 AND/OR you DID NOT receive this Notice addressed to you via U.S. Mail, you must submit a Proof of Claim Form by the deadline stated herein in order to receive a monetary award.

THE PROPOSED SETTLEMENT BENEFITS – WHAT YOU MAY GET

6. What does the Proposed Settlement provide?

The Proposed Settlement provides benefits to members of the Settlement Class. It was negotiated between Plaintiffs and Defendants, through their attorneys, and has been preliminarily approved by the Court. The Settlement terms provide monetary relief, in equal amounts, to each customer of BTWW as of December 8, 2022 and each non-customer Class Member who submits a Proof of Claim Form within the time limitations set forth herein. At this time, the amount of the payment is estimated to be approximately \$140.

7. How do I submit a Claim for benefits?

Unless you were a customer of BTWW as of December 8, 2022 and you received this Notice addressed to you via U.S. Mail, you must complete and submit a Proof of Claim Form if you wish to receive a monetary award. To submit the Proof of Claim Form, you **must do one of the following**: complete a Proof of Claim Form and send it to the Claims Administrator (i) via United States mail to P.O. Box 3637, Baton Rouge, LA 70821-3637 or (ii) via e-mail to info@BTWWSettlement.com by February 9, 2023.

8. When will I get my Settlement benefits?

Settlement benefits will be available only if the Settlement is finally approved by the Court. The Parties anticipate that the Court will hold a Fairness Hearing on March 15, 2023 at 10:00am, to decide whether to approve the Settlement. If the Court approves the Settlement and appeals or post-judgment motions are filed, the Settlement does not become Final until all such appeals and post-judgment motions are resolved. It is always uncertain how long such motions and appeals, if any, might take – they can take many months or longer. You should check the Settlement Website at www.BTWWSettlement.com for updates on the status of the Settlement and applicable deadlines. Please be patient.

YOUR RIGHTS AND CHOICES - EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT

9. What am I giving up to stay in the Class?

If you sustained damages as a direct result of receiving water service from BTWW between February 3, 2006 and the present, and if you do not timely exclude yourself from the Class as outlined below, you are automatically a Class Member.

If you stay in the Class, you cannot sue or be part of any other lawsuit against Defendants about the Claims in this lawsuit. In addition, if you stay in the Class, all of the Court's orders pertaining to the Class will apply to you.

By staying in the Class, you become a Class Member and you are agreeing to fully, finally and forever release, relinquish, and discharge any current or future Claims you might have against

Defendants that arise as a direct result of receiving water service from BTWW between February 3, 2006 and the present. The release contained in the proposed Settlement Agreement is set forth below:

In consideration of the Settlement Payment and the terms and conditions of the Agreement, Class Counsel on behalf of all Class Members agrees that, upon the Effective Date and tender of the Settlement Payment to the Claims Administrator, the Final order and judgment approving the Agreement shall operate as a release of the Released Parties by each Class Member, on behalf of each Class Members and all of his or her heirs, executors, administrators, and assigns, whereby the Class Members release, acquit, and forever discharge any and all Claims, and covenanting not to sue the Released Parties regarding any and all Claims.

“**Claims**” means all past, present, and future claims of any nature whatsoever arising from or related to the production or distribution of water by Bayou Teche Water Works, Inc. to any and all persons February 3, 2006 and the present including all liabilities, demands, BTWW causes of action, rights of action, complaints, lawsuits, regulatory proceedings, obligations, responsibilities, assertions, allegations, entitlements, expectations, demands, debts, expert opinions, interventions, assigned claims, cross-claims, third – party claims, subrogation claims, arbitration or mediation demands, injunctive claims and/or obligations of any kind or character, known or unknown, foreseen or unforeseen, asserted or unasserted made or which could have been made or which could be made in the future, existing or contingent, whether at law or in equity, whether sounding in, grounded in or based upon or in tort, contract, quasi-contract, equity, third-party beneficiary, citizen suit, obligation, nuisance, trespass, negligence, gross negligence, negligence per se, strict liability, absolute liability, unjust enrichment, intentional or deliberate conduct, derivative or vicarious liability and/or any past, present or future law, statute, standard, jurisprudence, regulation or other legal theory or basis of liability whatsoever, whether local, state or federal, and whether for compensatory damages, special damages, punitive damages, exemplary damages, costs, expenses, and/or fees of any kind whatsoever.

10. Can I get out of the Settlement?

Yes. You can get out of the Settlement by excluding yourself from the Class. Excluding yourself from the Class is sometimes referred to as “opting out.” If you exclude yourself from the Class, you will not and cannot receive any benefits under the Settlement and you cannot object to the Settlement. However, you keep the right to file your own lawsuit, or join another lawsuit, against Defendants about the Claims in this lawsuit.

11. How do I exclude myself from the Settlement Class?

To exclude yourself from the Settlement Class, you must timely send an electronic or written request to be excluded to the Claims Administrator that contains all of the following information:

- Your name, current address, and telephone number;

- A statement that you want to be excluded from the case *Joy Maturin, et al v. Bayou Teche Water Works, Inc., et al*, No. 127719 on the docket of the 16th Judicial District Court for the Parish of Iberia, that you do not wish to be a Class Member, and that you want to be excluded from any judgment entered in this case;
- Your signature (or your lawyer’s signature).

To submit a request to be excluded from the Class, you **must do one of the following**: (i) complete an electronic request and submit it to the Claims Administrator via the Settlement Website at www.BTWWSettlement.com on or before February 9, 2023; or (ii) complete a written request to be excluded and send it to the Settlement Administrator via United States mail, to P.O. Box 3637, Baton Rouge, LA 70821-3637, or via e-mail to info@BTWWSettlement.com by February 9, 2023.

Any request for exclusion sent by United States mail must be postmarked on or before February 9, 2023.

12. If I don’t exclude myself from the Class, can I still sue Defendants for the same things later?

No. Unless you exclude yourself from the Class, you give up the right to sue the Released Parties, including Defendants, for any damages sustained as a direct result of receiving your water from BTWW between February 3, 2006 and the present. If you want to keep the right to sue Defendants in a new lawsuit relating to this subject matter, you must timely exclude yourself from the Class. Remember, any exclusion request must be submitted to the Claims Administrator on or before February 9, 2023.

13. If I exclude myself from the Class, can I get any benefits from the Proposed Settlement?

No. If you exclude yourself from the Class, you will not and cannot receive any benefits under the Settlement.

YOUR RIGHTS AND CHOICES - OBJECTING TO THE PROPOSED SETTLEMENT

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

If you are a member of the Class and don’t exclude yourself, you can object to the Settlement or any part of it by filing and serving a written objection as detailed herein. You can ask the Court to deny approval of the Settlement by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the Proposed Settlement. If the Court denies approval, no Settlement Payments will be made and the parties to the lawsuit will return to their positions before Settlement. If that is what you want to happen, you must object.

To object, you must file your written objection with the Court no later than February 9, 2023. You must also send your objection to Class Counsel and Counsel for Defendants, postmarked no later than February 9, 2023.

<u>Court</u>	<u>Class Counsel</u>	<u>Counsel for Defendants</u>
Clerk of Court, Division "A" 16 th Judicial District Court Parish of St. Iberia 300 Iberia Street Suite 100 New Iberia, Louisiana 70560	Gordon Schoeffler, Attorney at Law P.O. Box 4829 Lafayette, La 70502 Phone (337) 234-5505 Fax: (337) 261-0799	Ernest P. Gieger, Jr. John E. W. Baay, II Gieger, Laborde & Laperouse, L.L.C. 701 Poydras Street, Suite 4800 New Orleans, Louisiana 70139 Telephone:(504) 561-0400 Facsimile:(504) 561-1011

Your objection must include your full name, telephone number, home address, email address, any address at which you received water service from BTWW between February 3, 2006 and the present or other proof of membership in the Class. In addition to the above, your objection must state the reasons why you are objecting, and whether you intend to appear in Court at any Final Fairness Hearing either with or without separate counsel, and be signed by you or your attorney. If you have documents supporting your objection, you must attach them to your letter. If you intend to call witnesses at the Final Fairness Hearing, you must identify them.

If you wish to appear and speak at the Final Fairness Hearing, you must file a Notice of Appearance with the Court and mail it to Class Counsel and Defendants' Counsel no later than ten (10) business days before the hearing.

15. What's the difference between objecting to the Proposed Settlement and excluding myself from the Settlement Class?

Objecting to the Settlement is the way to tell the Court what you don't like about the Settlement as a member of the Class. You can object only if you remain in (i.e., do not exclude yourself from) the Class.

Excluding yourself from the Class is the way to tell the Court you do not want to participate in the Settlement and that you want to keep the right to file your own lawsuit. If you exclude yourself from the Class, you cannot object because the Settlement no longer will affect you.

YOUR RIGHTS AND CHOICES - APPEARING IN THE LAWSUIT

16. Can I appear or speak in this lawsuit and Settlement?

Yes, you may appear and speak at the Final Fairness Hearing by filing an objection and Notice of Appearance in the manner and in the time set forth in response to Question 14 herein. You may also hire your own individual lawyer to speak for you, but you will have to pay for any such lawyer yourself.

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing you will remain a Class Member and all of the Court's orders pertaining to the Class will apply to you. You won't be able to sue, or join a new lawsuit against, any of the Released Parties for any damages that you may have sustained as a direct result of receiving your water from BTWW between February 3, 2006 and the present.

If you were a customer of BTWW on December 8, 2022 AND you received this Notice addressed to you via U.S. Mail, you do not have to do anything more and you will receive a monetary award if the Court finally approves the Settlement.

If you were NOT a customer of BTWW on December 8, 2022 AND/OR you DID NOT receive this Notice addressed to you via U.S. Mail, you must submit a Proof of Claim Form by the deadline stated herein in order to receive a monetary award. Proof of Claim Forms can be obtained by contacting Class Counsel or visiting the website www.BTWWSettlement.com.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes, the Court has appointed the following attorney as Class Counsel to represent the Class:

Gordon Schoeffler,
Attorney at Law
Physical: 730 Jefferson St., (70501)
Mailing: P.O. Box 4829
Lafayette, La 70502
Phone 337-422-1328
Fax: 337-261-0799
gordon@gjlawoffice.com

You will not be charged for this lawyer. You are welcome to call this lawyer with any questions about the lawsuit or Settlement, or to otherwise discuss further the Settlement.

You may also consult your own lawyer at your own expense.

19. How much will the lawyer for the Settlement Class be paid and how will they be paid?

Class Counsel will ask the Court to approve payment of attorneys' fees of no more than \$350,000.00 and expenses of no more than \$25,000.00. Class Counsel also will ask the Court to award each of the two named Plaintiffs \$15,000.00. These payments will come out of the Settlement Fund. Class Counsel will file their fee application at least ten (10) business days before the deadline for objecting to the Proposed Settlement.

THE COURT'S FAIRNESS HEARING

20. **When and where will the Court decide whether to approve the Proposed Settlement?**

The Court will hold a Final Fairness Hearing at 10:00 am on March 15, 2023. This hearing date may be moved, cancelled, or otherwise modified, so please regularly check the following for further details: (i) the Settlement Website at www.BTWWSettlement.com; or (ii) the Court docket in this case by visiting the Office of the Clerk of Court, Sixteenth Judicial District Court for the Parish of Iberia, State of Louisiana, 300 Iberia Street, New Iberia, Louisiana, 70560.

At the Final Fairness Hearing, the Court will consider all timely and properly raised objections, if any, and will consider whether the Settlement is fair, reasonable, and adequate to the Class. The judge may listen to people who have timely and properly objected to the Settlement and requested to speak at the hearing. The judge may also decide how much to award to Class Counsel for their fees and expenses. At or after the hearing, the judge will decide whether to approve the Settlement. We do not know how long these decisions will take.

21. **Do I have to come to the Final Fairness Hearing?**

No, you don't have to come to the hearing. Class Counsel will answer any questions the Court may have. But you and/or your lawyer are welcome to come at your own expense. If you timely and properly file and serve a written objection, you don't have to come to the hearing for the judge to consider it.

22. **Can I speak at the hearing?**

Yes, you may, but only if you timely and properly file and serve a written objection and Notice of Appearance, as set forth in response to Question No. 14 above. You cannot speak at the hearing if you exclude yourself from the Class.

GETTING MORE INFORMATION

23. **Are more details about the lawsuit and the Settlement available? If so, where can I access any additional information?**

This notice only summarizes the lawsuit and Settlement. You can get more information, read common questions and answers, and access documents, including the Settlement Agreement and Release, by visiting the Settlement Website at www.BTWWSettlement.com or by contacting Class Counsel at the contact information listed in response to Question No. 18 above.

The court files for this case are available for your inspection at the Office of the Clerk of Court, Sixteenth Judicial District Court for the Parish of Iberia, State of Louisiana, 300 Iberia Street, New Iberia, Louisiana, 70560.

PLEASE DO NOT CALL OR DIRECT ANY INQUIRIES TO DEFENDANTS.