

16TH JUDICIAL DISTRICT COURT FOR THE PARISH OF IBERIA

STATE OF LOUISIANA

NO.: 00127719

DIVISION "A"

JOY MATURIN, ET AL

VERSUS

BAYOU TECHE WATER WORKS, INC., ET AL

FILED: _____

DEPUTY CLERK

**JOINT MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT,
APPOINTMENT OF CLAIMS ADMINISTRATOR, APPROVAL OF THE FORM AND
MANNER OF THE COMBINED CLASS CERTIFICATION OPT-OUT AND
SETTLEMENT NOTICE, AND APPROVAL OF PROOF OF CLAIM FORM AND
SUBMISSION DEADLINE**

NOW INTO COURT, through undersigned counsel come Plaintiffs and Defendants, Bayou Teche Water Works, Inc. ("BTWW") and American Alternative Insurance Corporation ("AAIC") (collectively, "Defendants"), who represent that the Parties to this matter have reached a contingent Settlement Agreement and, in furtherance of the said Settlement and for the reasons set forth in the accompanying memorandum, move this Court to:

1.

Preliminarily approve the settlement between the Parties as reflected in a Settlement Agreement dated November 2, 2022 (attached hereto as Exhibit A) as fair, reasonable and adequate, entered into in good faith and without collusion, and within the range for possible judicial approval and that the Court direct that the Agreement and the Settlement set forth therein be submitted to the Class for consideration at a fairness hearing upon the Parties filing a Motion for Final Approval of Settlement.

2.

Find that the proposed distribution of Settlement Proceeds at a uniform amount per connection, with an allowance for an equivalent payment to any and all non-customer Class Members, is fair and reasonable.

3.

Appoint Randi Ellis to serve as Claims Administrator with the authority to (i) administer the notice plan approved herein; (ii) devise a plan for establishing appropriate reserves to be deducted from the Settlement Payment in order to establish the amount available from the Settlement Payment for distribution to Class Members; (iii) establish appropriate criteria for evaluation of Claims of Class Members; review and evaluating the Claims of Class Members in accordance with the criteria so established; (iv) establish proposed allocations for each Class Member in accordance with these criteria and evaluations; (v) prepare a proposed plan for distribution of the proposed allocations; (vi) submit to the Court a report on the above, along with recommendations for the Court's consideration in proceeding with the allocation and distribution process following the Effective Date; (vii) engage such staff, deputies, and experts as reasonably necessary and conducting such hearings as may be necessary and appropriate to carry out this assignment, the Class Member disbursements, and the individual allocation or distribution of Class Counsel fees; and (viii) perform such other acts and functions as may be necessary or appropriate to fulfill the duties and responsibilities as set forth herein and in the Agreement, or as the Court may direct. Ms. Ellis' experience and qualifications are detailed in the affidavit attached as Exhibit B hereto.

4.

Order that Randi Ellis, as Claims Administrator shall be responsible for accepting and maintaining documents sent from Class Members, including Opt-Out Notices, Proof of Claim Forms, and other documents relating to claims administration and that the Claims Administrator may seek Court approval for reimbursement from the Settlement Fund for all fees and expenses incurred in connection with claims administration and the dissemination/publication of the Settlement Notice.

5.

Approve the form and manner of the Combined Class Certification Opt-Out and Settlement Notice to the Class (attached hereto in long form as Exhibit C and in short form as Exhibit D), the plan for dissemination of the notice via direct mailing to customers, publication in The Daily Iberian, and publication of a website to include all reasonable notices and forms and

ordering that any and all Opt-Outs to the Settlement shall be sent to the Claims Administrator and Objections to the Settlement shall be sent to the Court as well as Class Counsel and Defendants no later than thirty (30) days from the later of the date that said notices are mailed to customer Class Members or the date of publication of the notice in The Daily Iberian, and that the Claims Administrator shall file a report on Opt-Outs with the Court no later than fourteen (14) days following the deadline for Opt-Out Deadline.

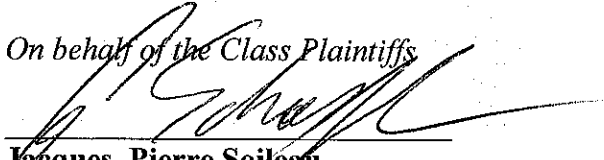
6.

Approve the Proof of Claim Form (attached hereto as Exhibit E) for all non-customer Class Members and the plan to make the Proof of Claim Form available to all non-customer Class Members on a web page dedicated to the Settlement and referenced in the approved notices and order that Proof of Claim forms shall be received by the Claims Administrator no later than thirty (30) days from the later of the date that said notices are mailed to customer Class Members or the date of publication of the notice in The Daily Iberian.

WHEREFORE, for the reasons set forth in the accompanying memorandum, Plaintiffs and Defendants pray that this Honorable Court issue the aforementioned orders, as set forth in the accompanying proposed order.

Respectfully submitted,

On behalf of the Class Plaintiffs


Jacques Pierre Soileau
SOILEAU & CO.
405 W. Main St., Ste. 200
Lafayette, LA 70501
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jacquotsoileau@gmail.com

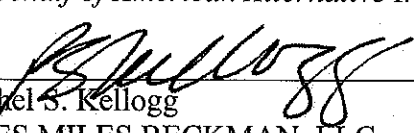
Gordon J. Schoeffler
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-and-

On behalf of Bayou Teche Water Works, Inc.

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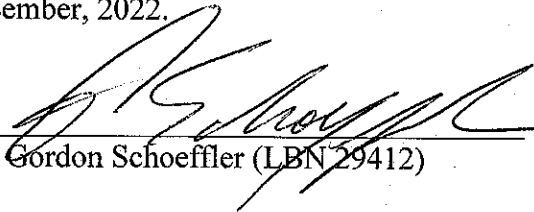
On behalf of American Alternative Ins. Corp.



Rachel S. Kellogg
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Lafayette, LA 70502
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buzzyjoy@josephjoy.com

CERTIFIED: A copy of this pleading has been served on all counsel via facsimile, email, hand delivery, and/or by depositing same in the U.S. mail on the _____ day of December, 2022.



Gordon Schoeffler (LBN 29412)

16TH JUDICIAL DISTRICT COURT FOR THE PARISH OF IBERIA

STATE OF LOUISIANA

NO.: 00127719

DIVISION "A"

JOY MATURIN, ET AL

VERSUS

BAYOU TECHE WATER WORKS, INC., ET AL

FILED: _____

DEPUTY CLERK

ORDER

WHEREAS, this Court had reviewed and considered the parties Joint Motion for Preliminary Approval of Settlement, Appointment of Claims Administrator, Approval of the Form and Manner of the Combined Class Certification Opt-Out and Settlement Notice, and Approval of Proof of Claim Form and Submission Deadline (referred to herein as "the Motion for Approval") and all documents submitted as exhibits thereto.

WHEREAS, the Motion for Approval and documents submitted as exhibits thereto establish that the November 2, 2022 Settlement Agreement and Release ("the Settlement") was the result of extensive arms-length negotiations between Class Counsel for Plaintiffs, on the one hand, and counsel for Defendants, on the other hand. Counsel for the Parties are experienced in this type of litigation, with full knowledge of the risks inherent in this Action. The extent of legal research as to the sufficiency of the Claims and Class Certification, independent investigations by counsel for the Parties, and the factual record compiled, suffices to enable the Parties to make an informed decision as to the fairness and adequacy of the terms of the Settlement.

WHEREAS, the Court has determined that the proposed Settlement of the Claims of the Class Members against Defendants, as well as the release of Defendants and the Released Parties (as that term is defined in the Settlement), the significant relief provided to the Class Members in the form of monetary payments to Class Members as described in the Settlement, are fair, reasonable and adequate.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1.

The Settlement between the Parties as reflected in a Settlement Agreement dated November 2, 2022 attached to the Motion for Approval as Exhibit A is hereby preliminarily approved as fair, reasonable and adequate, entered into in good faith and without collusion, and within the range for possible judicial approval and the Agreement and the Settlement set forth

therein shall be submitted to the Class for consideration at a fairness hearing upon the Parties' filing of a Motion for Final Approval of Settlement.

2.

The proposed distribution of Settlement Proceeds at a uniform amount per connection, with an allowance for an equivalent payment to any and all non-customer Class Members, is fair and reasonable.

3.

Randi Ellis is hereby appointed to serve as Claims Administrator with the authority to (i) administer the notice plan approved herein; (ii) devise a plan for establishing appropriate reserves to be deducted from the Settlement Payment in order to establish the amount available from the Settlement Payment for distribution to Class Members; (iii) establish appropriate criteria for evaluation of Claims of Class Members; review and evaluating the Claims of Class Members in accordance with the criteria so established; (iv) establish proposed allocations for each Class Member in accordance with these criteria and evaluations; (v) prepare a proposed plan for distribution of the proposed allocations; (vi) submit to the Court a report on the above, along with recommendations for the Court's consideration in proceeding with the allocation and distribution process following the Effective Date; (vii) engage such staff, deputies, and experts as reasonably necessary and conducting such hearings as may be necessary and appropriate to carry out this assignment, the Class Member disbursements, and the individual allocation or distribution of Class Counsel fees; and (viii) perform such other acts and functions as may be necessary or appropriate to fulfill the duties and responsibilities as set forth herein and in the Agreement, or as the Court may direct.

4.

Randi Ellis, as Claims Administrator shall be responsible for accepting and maintaining documents sent from Class Members, including Opt-Out Notices, objections to the Settlement and Proof of Claim forms and other documents relating to claims administration and that the Claims Administrator may seek Court approval for reimbursement from the Settlement Fund for all fees and expenses incurred in connection with claims administration and the dissemination/publication of the Settlement Notice.

5.

The form and manner of the Combined Class Certification Opt-Out and Settlement Notice attached in Long Form as Exhibit C and in Short Form as Exhibit D to the Motion for Approval, the plan for dissemination of the notice via direct mailing to customers, publication in The Daily Iberian, and publication of a website to include all reasonable notices and forms, is hereby approved. Further, any and all Opt-Outs and/or Objections to the Settlement shall be sent to the Claims Administrator no later than thirty (30) days from the later of the date that said notices are mailed to customer Class Members or the date of publication of the notice in The Daily Iberian, and that the Claims Administrator shall file a report on Opt-Outs and Objections with the Court no later than fourteen (14) days following the deadline for Opt-Outs and Objections.

6.

Both the content and plan for dissemination of the Proof of Claim Form for all non-customer Class Members, attached as Exhibit E to the Motion for Approval, which shall be made available on a web page dedicated to the Settlement and referenced in the approved notices, is hereby approved. Proof of Claim Forms shall be sent to the Claims Administrator no later than thirty (30) days from the later of the date that said notices are mailed to customer Class Members or the date of publication of the notice in The Daily Iberian.

NEW IBERIA, LOUISIANA this _____ day of _____, 2022.

HONORABLE JUDGE ANTHONY THIBODEAUX
DISTRICT JUDGE, LA. 16th JUDICIAL DISTRICT COURT

16TH JUDICIAL DISTRICT COURT FOR THE PARISH OF IBERIA

STATE OF LOUISIANA

NO.: 127719

DIVISION "A"

JOY MATURIN AND NORRIS MATURN, ET AL

VERSUS

BAYOU TECHE WATER WORKS, INC.
AND AMERICAN ALTERNATIVE
INSURANCE COMPANY

FILED: _____

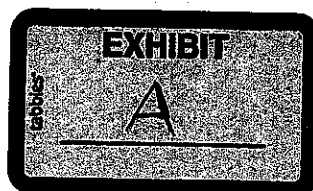
DEPUTY CLERK

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into on the latest date indicated on the signature page by and among Bayou Teche Water Works, Inc. ("BTWW"), American Alternative Insurance Corporation ("AAIC") (collectively, the "Defendants") and Plaintiffs' Lead Counsel, on behalf of the Plaintiff Class (as defined in paragraph 1 below) ("Plaintiffs" or "Plaintiff Class") in *Joy Maturin and Norris 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.

WHEREAS, this Action was filed against BTWW and AAIC on February 3, 2016;

WHEREAS, Plaintiffs alleged that they have been "continuously" 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;

WHEREAS, 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 excess policies;

WHEREAS, the Defendants deny Plaintiffs' allegations of breach of contract, redhibition, products liability, chemical assault and trespass, and general negligence, and deny that any conduct alleged by Plaintiffs caused any damage whatsoever, and have asserted a number of defenses to Plaintiffs' claims;

WHEREAS, AAIC denies that the policies it issued provide coverage for some and/or all of the Plaintiffs' alleged losses;

WHEREAS, Plaintiffs and all Defendants agree that this Agreement shall not be deemed or construed to be an admission or evidence of any violation of any state regulation or of any liability or wrongdoing by the BTWW or of the truth of any of the claims or allegations alleged in the Action or a waiver of any defenses thereto;

WHEREAS, Plaintiffs and all Defendants agree that this Agreement shall not be deemed or construed to be an admission by AAIC that insurance policies issued by AAIC to BTWW provide coverage for the damages claimed by any Plaintiff;

WHEREAS, arm's-length settlement negotiations have taken place between counsel for Plaintiffs and counsel for all Defendants, and this Agreement, which embodies all of the terms and conditions of the settlement between all Defendants and the Plaintiff Class (the "Settlement") has been reached, subject to the final approval of the 16th Judicial District Court, State of Louisiana

(the "Court");

WHEREAS, Plaintiffs' counsel have concluded, after extensive fact and expert discovery and investigation of the facts, extensive motion practice over the 6-year history of the case, and after carefully considering the circumstances of the Action, including the claims asserted, and the possible legal and factual defenses thereto, that it would be in the best interests of the Plaintiff Class to enter into this Agreement in order to avoid the uncertainties of litigation, particularly complex litigation such as this, and to assure a benefit to the Plaintiff Class, and, further, that Plaintiffs' counsel consider the Settlement set forth herein to be fair, reasonable, and adequate compensation, and in the best interests of the Plaintiff Class;

WHEREAS, Class Counsel for the Plaintiffs has explained to the Class Representatives the benefits and risks associated with proceeding forward and/or settlement of the Class Action, and all Class Representatives have agreed to the Settlement presented herein; and

WHEREAS, all Defendants have concluded, despite their belief that they are not liable for the claims asserted and that they have good defenses thereto, that it would be in their best interests to enter into this Agreement to avoid the uncertainties of litigation, and thereby avoid the risks inherent in complex litigation;

NOW THEREFORE, it is agreed by the undersigned, on behalf of the Plaintiff Class and all Defendants, that all claims of the Plaintiff Class against all Defendants be settled, compromised and dismissed with prejudice, each party to bear its own Court costs, and with the costs for the administration of the Settlement to be satisfied as set forth herein, on the following terms and conditions:

ARTICLE I
DEFINITIONS

1.1. "Action" means *Joy Maturin and Norris 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.

1.2. "Administrative Costs" means all costs associated with the implementation and administration of the notice, allocation and claims processes contemplated by this Agreement, including without limitation Court-approved compensation and costs associated with the Claims Administrator, including any vendors, experts or legal counsel retained by the Claims Administrator, costs of the Notice Program, costs of establishing, implementing and administering the claims process, costs of the Claims Program, costs of establishing and operating the Settlement Fund, costs of distributing the Settlement Payment, and all other costs and compensation associated with the implementation and administration of this Agreement, as set forth in this Agreement.

1.3. "Claims Administrator" means a settlement administrator, special master, or other person appointed by the Court to oversee the Notice Program and the allocation and distribution of the Settlement Payment to Class Members.

1.4. "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 between 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.

1.5. "Claims Program" means the program to distribute the Settlement Payment to the Class Members, as described in Article III.

1.6. "Class" or "Class Members" means "All persons, businesses, or entities who belong to at least one of the following three groups, and who as a direct result of receiving water from Bayou Teche Water Works between February 3, 2006 and the present, have at least one of the following claims: mental and emotional distress; non-reimbursed personal expenses; non-reimbursed business expenses; loss of personal income; loss of business income; nuisance,

annoyance, discomfort, and inconvenience; trespass; personal injury in the form of fear of contraction of disease or illness; or property damage:

1. Households and their residents who at any time between February 3, 2006 and the present were receiving their water supply from Bayou Teche Water Works;
2. Owners and/or operators of businesses, schools, or health care facilities who at any time between February 3, 2006 and the present, were receiving their water supply to that business, school, or health care facility from the Bayou Teche Water Works; and
3. Lessors/Lesseees of residential and/or commercial property who at any time between February 3, 2006 and the present were receiving their water supply to that property from the Bayou Teche Water Works.”

III. 1.7. “Class Counsel” means Jacques P. Soileau, Gordon Schoeffler, and Joseph R Joy,

1.8. “Class Notice” means a combined class notice satisfying the requirements of Louisiana Code of Civil Procedure art. 592(B)(1) and settlement notice satisfying the requirements of Louisiana Code of Civil Procedure art. 594(A)(2).

1.9. “Court” means the 16th Judicial District Court for the Parish of Iberia, State of Louisiana in the matter entitled, *Joy Maturin and Norris Maturin, et al v. Bayou Teche Water Works, Inc., et al*, No. 127719.

1.10. “Effective Date” means the date on which the final approval order described in Section 6.5 becomes Final.

1.11. “Final,” with respect to any order of the Court, means an order for which either of the following has occurred: (1) the day following the expiration of the deadline for appealing the entry of the order, if no appeal or writ is filed, or (2) if an appeal of the order is filed, the date upon which all appellate courts with jurisdiction (including the Louisiana Supreme Court by petition for writ of certiorari) affirm such order, or deny any such appeal or petition for writ of certiorari.

1.12. “Fairness Hearing” means the hearing before the Court to determine the fairness, reasonableness and adequacy of this Agreement pursuant to Louisiana Code of Civil Procedure art. 594(B).

1.13. “Notice Program” means the Class Notice, the procedure and schedule for the dissemination of the Class Notice and any and all response deadlines associated with same.

1.14. “Opt-Outs” means those persons who meet the definition of Class Members, but who timely and properly exercise their rights to opt out of the Class and therefore are not Class Members as described in Article VII.

1.15. "Parties" means BTWW, AAIC and the Class.

1.16. "Released Parties" means BTWW, AAIC, Glatfelter Claims Management, Inc., and their respective past, present and future officers, directors, stockholders, attorneys, agents, claims administrators, servants, representatives, employees, subsidiaries, parent corporations, affiliates, partners, sureties, insurers, independent contractors, predecessors in interest, successors in interest, reinsurers, and assigns.

1.17. "Settlement Fund" means the escrow account established for the benefit of the Class to receive the Settlement Payment and administered in accordance with the Settlement Agreement and pursuant to the applicable regulations of the United States Internal Revenue Service regarding qualified settlement funds.

1.18. "Settlement Payment" means the sum of **ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00)** paid by AAIC to resolve the Claims.

ARTICLE II

SETTLEMENT PAYMENT

2.1 AAIC shall make the Settlement Payment to resolve the Claims. After making the Settlement Payment, Defendants shall not be required to make, or have another make on their behalf, any further payments pursuant to this Agreement.

2.2 Under no circumstances shall Defendants have any liability for amounts in excess of the Settlement Payment. All damages to Class Members, attorneys' fees and costs and Administrative Costs shall be paid from the Settlement Payment.

ARTICLE III

DISTRIBUTION OF SETTLEMENT PAYMENT

3.1. Claims Program. Subject to the terms and conditions herein, the Class Counsel shall establish a Court-supervised Claims Program for the Class members.

(a) Class Counsel shall, within fourteen (14) days of filing of this Agreement join in a motion to appoint Randi Ellis to serve as the Claims Administrator, subject to Court approval. Defendants shall not have any liability for any damages arising from any actions or omissions of the Claims Administrator.

(b) The Claims Administrator shall develop the Claims Program, subject to the terms of this Agreement and the approval of the Court, and shall implement the Claims Program subject to Court supervision.

(c) The Claims Program is intended to distribute funds remaining after Administrative Costs have been paid. Distribution of the Settlement Payment under the Claims Program shall not occur until after the Effective Date occurs and the order approving the Claims

Program is Final. The fact that the Court retains jurisdiction, after the Effective Date occurs and the order approving the Claims Program is Final, to oversee the Claims Program or other aspects of the administration of the Settlement Fund, shall not influence the timing of distribution of the Settlement Payment.

(d) If any payments are either made to Class Members through the Claims Program and remain uncashed after ninety (90) days from the date of issuance OR, in the Claims Administrator's discretion, are unable to be made to Class Members for another reason including because a payment cannot be delivered to the Class Member by US Mail, those funds shall be forfeited by the Class Member and returned to the Settlement Fund. In the event that funds remain in the Settlement Fund following implementation of the Claims Program in accordance with the orders of the Court, Class Counsel shall make a proposal, subject to the review and approval of the Court, for the distribution of the remaining funds to the Class Members, or for such other distribution as the Court may approve. Class Counsel may seek the assistance of the Claims Administrator in making the proposal for the distribution of remaining funds.

(e) Defendants shall not have any responsibility or liability whatsoever for the Claims Program or the distribution or method of distribution of the Settlement Payment.

3.2. Administrative Costs. Subject to the supervision of the Court, the Claims Administrator shall disburse funds as needed from the Settlement Fund to cover Administrative Costs. Funds may be disbursed to cover Administrative Costs beginning as soon as the Settlement Payment is made into the Settlement Fund.

3.3. Attorneys' Fees.

(a) Subject to Court approval, all attorney's fees, costs and expenses incurred by the Class in connection with prosecuting this Action, will be paid by the Claims Administrator from the Settlement Fund. The Released Parties shall not be responsible for the payment of any attorney's fees, costs or expenses or other costs/expenses above or beyond the funds in the Settlement Fund.

(b) Class Counsel and the Released Parties have made no agreement regarding what the award of common fees, costs, and expenses should be.

(c) Class Counsel shall prepare and file with the Court an application, specifying the total amount of fees, costs and expenses he seeks for (i) the reimbursement of reasonable costs and expenses incurred for the benefit of the Class, and (ii) the reasonable fees for services performed for the benefit of the Class, which shall be determined in accordance with applicable standards for such fees, including, as appropriate, consideration of the results achieved and the contingencies involved in the performance of such services.

(d) The Parties acknowledge and agree that neither Class Counsel, nor other attorneys who have represented the Class Members, nor Class Members, nor their respective agents, assigns, successors, creditors, lienholders, claimants or representatives, shall have any claim whatsoever against the Released Parties for payment of attorneys' fees, expenses or other costs,

other than the common benefit fees and expenses described in this Agreement, which shall be paid from the Settlement Fund.

3.4. Timing of Distributions. After the Effective Date, distributions to Class Members shall occur as soon as practicable, or in a timeframe ordered by the Court, consistent with the terms and conditions of this Agreement.

3.5. Class Representative Incentive Award. Class Counsel intends to make an application for an incentive award to Class Representatives not to exceed **FIFTEEN THOUSAND 00/100 DOLLARS (\$15,000.00)** each contemporaneous with the application for an award of attorneys' fees, costs and expenses.

3.6. Administration and Funding of Settlement Payment.

(a) The Settlement Payment shall be placed in the Settlement Fund. The Settlement Fund, including all accounts and subaccounts thereof, shall be treated as (i) a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1, et seq., and (ii) a qualified settlement fund or other analogous fund described in any other applicable local, state or foreign law (as described in (i) or (ii), a "QSF"). The Administrator shall be the administrator of the QSF pursuant to Treas. Reg. § 1.468B-2(k)(3) and any other applicable law and shall be responsible for the timely and proper performance of the undertakings specified in the regulations promulgated under 26 U.S.C. § 468B and any analogous provisions of local, state or foreign law, including, but not limited to, the obtaining of an employer identification number for the Settlement Fund, the filing of all required tax returns in accordance with Treas. Reg. § 1.468B-2(k)-(1), any required withholding of tax, the payment of any taxes (including estimated taxes) and associated penalties, interest or additions for which the Settlement Fund may be liable, and responding to any questions from or audits regarding such taxes by a tax authority. In cooperation with the Released Parties, Class Counsel and the Claims Administrator shall be responsible for and take all steps necessary for establishing and treating the Settlement Fund as a QSF and, to the fullest extent permitted by applicable law, shall not take a position (nor permit an agent to take a position) in any filing or before any tax authority inconsistent with such treatment. Class Counsel and the Claims Administrator shall treat the Settlement Fund as a QSF from the earliest possible date, including through the making of a "relation-back" election as described in Treas. Reg. § 1.468B-1(j)(2) with respect to the Settlement Fund and any analogous election under other applicable law.

(b) AAIC shall pay into the Settlement Fund, the Settlement Payment of **ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00)** with payments to be made as follows: (a) **TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000)** will be transferred within ten (10) days from the date the Court enters an order granting preliminary approval of the Settlement Agreement for initial Administrative Costs and (b) **NINE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$975,000)** will be transferred within seven (7) days of the Effective Date.

(c) The Claims Administrator shall maintain and oversee the Settlement Fund. If any dispute arises with respect to the maintenance and oversight of the Settlement Fund or the scope and responsibilities of the Claims Administrator, the Court will resolve the matter consistent

with the terms of this Agreement.

(d) The Settlement Payment shall be held in the Settlement Fund until distribution, except that approved Administrative Costs may be disbursed from the Settlement Fund. All income earned on money held in the Settlement Fund, net of taxes, shall be subject to allocation by the Administrator.

(e) The Settlement Fund shall indemnify Defendants for (i) all taxes imposed on the income earned by or with respect to the Settlement Fund and (ii) any interest, penalties, or additions associated therewith. Without limiting the foregoing, the Claims Administrator shall reimburse Defendants from the Settlement Fund for any such taxes, interest, penalties, or additions to the extent they are imposed on or paid by Defendants for any period during which the Settlement Fund does not qualify as a QSF. Defendants shall have no responsibility for the establishment of the Settlement Fund, the maintenance of the Settlement Fund, the payment of taxes on income earned by or with respect to the Settlement Fund, the receipt of any employer identification number for the Settlement Fund, the preparation, filing or transmittal of any tax returns or statements required to be prepared, filed or transmitted by the Claims Administrator with respect to the Settlement Fund, the withholding of any amounts required to be withheld on the distribution of the Settlement Fund or the distribution of the Settlement Fund or the administration of the Agreement. Class Counsel and the Claims Administrator are solely responsible for all aspects of the Settlement Fund.

ARTICLE IV **RELEASE OF CLAIMS**

4.1 **Release of Claims.** 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.

(a) Class Counsel, on behalf of the Class, acknowledges that the release provided for herein will be, and may be, raised as a complete defense to and will preclude any action or proceeding against the Released Parties regarding any Claims.

(b) In connection with the release provided for herein, Class Counsel acknowledges on behalf of the Class that claims presently unknown or unsuspected, or facts in addition to or different from those now known or believed to be true with respect to the matters released herein, may be discovered. Nevertheless, it is the intention of the Parties to fully, finally, and forever settle and release all such matters, and all Claims relating thereto, that hereafter may exist, be discovered or might have existed with respect to the Claims.

ARTICLE V
NO ADMISSION OF LIABILITY

5.1 The Parties agree that the negotiation and execution of this Agreement, or any payments made thereunder, are to compromise disputed claims and are not an admission of wrongdoing, noncompliance, or liability. Defendants deny all allegations of any wrongdoing, fault, noncompliance, and liability, and deny causing any damage associated with the production and distribution of water to the Class.

5.2 Regardless of whether the Agreement is approved in any form by the Court, not consummated for any reason, or otherwise terminated or canceled, this Agreement and all documents related to the Agreement (and all negotiations, discussions, statements, acts, or proceedings in connection therewith) shall not be offered or received against any Party as evidence of, or construed as or deemed to be evidence of, any presumption, confession, or admission by any Party with respect to the truth of any fact alleged or the validity of any claim that was or could have been asserted against Defendants arising out of, due to, resulting from, or relating in any way to come in directly or indirectly, the production and distribution of water by BTWW to the Class, or of any liability, negligence, recklessness, fault, or wrongdoing of Defendants, or construed against any Party as an admission, concession, or presumption that the consideration to be given hereunder represents the amount that could be or would have been recovered after trial.

ARTICLE VI
SETTLEMENT APPROVAL

6.1. Approval

(a) The Parties agree to take all actions reasonably necessary for preliminary and final approval of the Agreement, and approval of the additional documents described herein.

(b) Pursuant to Section 6.2 below, within fourteen (14) days of the execution of this agreement, the Parties shall jointly file with the Court a motion for preliminary approval of this Agreement along with a motion for approval of a combined class notice satisfying the requirements of Louisiana Code of Civil Procedure art. 592(B)(1) and settlement notice satisfying the requirements of Louisiana Code of Civil Procedure art. 594(A)(2), and a motion for approval of a proof of claim form to be used in connection with the Claims Program, unless the Parties agree to a different schedule for the filing of such motion.

(c) Subject to the right of termination set forth in Article VII below, the Parties agree to take all actions necessary to obtain final approval of this Agreement and entry of Final orders dismissing the Released Parties from the Action with prejudice and dismissing and/or releasing the Claims against Defendants with prejudice.

6.2. Preliminary Approval. Within fourteen (14) days after this Agreement is executed, Class Counsel shall, in consultation with Defendants, prepare and file with the Court a motion for preliminary approval of this Agreement requesting that the Court:

- (a) Preliminarily approve the Agreement as fair, reasonable, and adequate; and
- (b) Find that the Notice Program proposed by the Parties satisfies the requirements set forth in both Louisiana Code of Civil Procedure art. 592(B)(1) and Louisiana Code of Civil Procedure art. 594(A)(2) as set forth in Sections 6.3 and 6.4 below.

6.3 Notice Program

(a) The Notice Program shall be as approved by the Court to meet all applicable notice requirements of both Louisiana Code of Civil Procedure art. 592(B)(1) and Louisiana Code of Civil Procedure art. 594(A)(2) and shall include direct mailing of the approved postcard notice to customers, publication of the approved publication form notice in the Teche News, and publication of a website to include all reasonable notices, including long-form notice, and forms.

(b) Within fourteen (14) days of the execution of this Agreement and in connection with the motion for preliminary approval, Class Counsel shall present to the Court for approval a combined class notice satisfying the requirements of Louisiana Code of Civil Procedure art. 592(B)(1) and settlement notice satisfying the requirements of Louisiana Code of Civil Procedure art. 594(A)(2) and a proposed procedure and schedule for dissemination of the notice as well as all associated response deadlines as set forth in Section 6.4 herein.

6.4. Opt-Outs and Objections.

(a) Any Class Member who chooses to opt-out of the Class ("Opt-Out") must complete and mail to the Claims Administrator a request for exclusion that is postmarked no later than the Opt-Out Deadline. Any Class Member who intends to object to the fairness, reasonableness and adequacy of this Agreement ("Objector") must submit a written notice to the Court and mail a copy to Class Counsel and Defendants at the addresses set forth below in Section 8.4. The Notice Program shall specify a deadline, not less than thirty (30) days from the later of the date of direct mailing or the date of publication in the Teche News, for the transmission of all written opt-outs and objections (the "Opt-Out Deadline"). Opt-Outs and Objectors must set forth in the written notice their full name, telephone number, home address, email address, any address at which they received water service from BTWW between February 3, 2006 and the present or otherwise provide proof of membership in the Class, and personally sign the written notice. In addition to the above, Objectors must state in their Objection the reasons for objecting, and a statement whether the Objector intends to appear in Court at the Fairness Hearing either with or without separate counsel.

(b) Class Counsel agrees not to represent any Opt-Outs to this Settlement Agreement.

(c) Class Counsel and Defendants shall be provided with identifying information on Opt-Outs and Objections on a weekly basis by the Claims Administrator. Within fourteen (14) days after the Opt-Out Deadline, the Claims Administrator shall file a report of all Opt-Outs with the Court. All Class Members who do not timely and properly opt out shall in all respects be bound by all the terms of this Agreement and the Final order(s) with respect to the

Class contemplated herein, and shall be permanently and forever barred from commencing, instituting, maintaining or prosecuting any action based on any Claim against any of the Released Parties in any court, arbitration tribunal, or administrative or other forum.

6.5. **Final Approval.** Provided that all conditions of settlement are met, including those set forth in Article VII below, the Parties shall seek the following Final order of the Court that:

- (a) Approves the Agreement as being fair, reasonable, and adequate;
- (b) Incorporates the terms of this Agreement and provides that the Court retains continuing and exclusive jurisdiction over the Parties to interpret, implement, administer and enforce the Agreement in accordance with its terms;
- (c) Approves the Settlement Fund, finds that the Settlement Fund is a QSF, and provides that the Settlement Fund is subject to the continuing jurisdiction of the Court in accordance with the terms of this Agreement;
- (d) Finds that the Notice Program, as carried out by the Claims Administrator, satisfies the requirements of both Louisiana Code of Civil Procedure art. 592(B)(1) and Louisiana Code of Civil Procedure art. 594(A)(2);
- (e) Permanently bars and enjoins the Class and each Class Member from commencing, asserting, and/or prosecuting any and all Claims against the Released Parties;
- (f) Orders that AAIC transmit the Settlement Payment to the Claims Administrator within no more than twenty (20) days after the Effective Date of this Agreement and, specifies that, upon the deposit of the said Settlement Payment, the Released Parties shall be dismissed from the Action with prejudice.

ARTICLE VII **TERMINATION OF AGREEMENT**

7.1. Consistent with the Court's oversight of the process and its inherent jurisdiction, the Parties recognize that the Court may use its good offices to attempt to mediate any opt-out.

7.2. In the event that any Class Member validly Opts-Out as set forth in Article VI, within fourteen (14) days after the Claims Administrator files a report of all Opt-Outs with the Court as set forth in Section 6.4 above, BTWW and/or AAIC may give written notice to Class Counsel of their intent to terminate this Agreement. This right to terminate this Agreement must be exercised by written notice to the Court no later than the conclusion of the Fairness Hearing.

7.3. This Agreement shall become null and void and shall have no further effect in the event that:

- (a) Either Defendant elects to terminate this agreement pursuant to Section 7.2;
- (b) The Effective Date of this Agreement cannot occur; or
- (c) The Court declines to enter the order(s) described in Sections 6.2 and 6.5 or any such order(s) described in Article VI fails to become Final. However, Defendants and Class Counsel may upon mutual written agreement, waive this provision and accept the order(s) of the Court as entered and thus waive one or more of the provisions of Article VI.

7.4. Effect of Termination. In the event the Agreement is terminated in whole or in part, this Agreement shall become null and void *ab initio*, and shall not be offered into evidence or used in this or any other action for any purpose, including, but not limited to, in support of or opposition to the existence, certification, or maintenance of any purported class. If this Agreement terminates, the Parties shall be restored to their respective positions, as they existed prior to the execution of the Agreement. If this Agreement terminates pursuant to Section 7.1 above, Defendants shall be solely responsible for the payment of any accrued Administrative Costs prior to the date of termination. If this Agreement terminates pursuant to Sections 7.2(b) or (c), Class Members and Defendants shall be jointly responsible for the payment of any accrued Administrative Costs, with Class Members being responsible for fifty percent (50%) of any said costs and Defendants being responsible for fifty percent (50%) of any said costs. The Parties shall jointly move the Court to vacate any preliminary approval order entered with respect to this Agreement and any of the orders described in Sections 6.2 or 6.5 if any such orders have been entered.

7.5 Any Class Member exercising its right to opt-out shall have a right to rescind its opt-out and participate in the Settlement by notifying Plaintiffs' Class Counsel or the Administrator in writing, before the conclusion of the Fairness Hearing. To be effective, the rescission of the opt-out notice must set forth the full name and current address of the Class Member seeking to rescind the opt-out, be signed by the Class Member, provide their address, and contain a sentence stating: "The undersigned hereby rescinds its opt-out from the Settlement of Class Claims in the matter entitled Maturin v. Bayou Teche Water Works, Inc., et al, No. 127719, 16th Judicial District Court, Iberia Parish, LA."

ARTICLE VIII **ADDITIONAL PROVISIONS**

8.1. Exhibits. Any exhibits to this Agreement are incorporated by reference as if fully set forth herein.

8.2. Entire Agreement. This Agreement, including its exhibits and the confidential Opt-Out materials filed with the Court under seal, contains the entire agreement between the Parties concerning the subject matter thereof and supersedes and cancels all previous agreements, negotiations, and commitments, whether oral or in writing, with respect to the subject matter of this Agreement. No representations, warranties or inducements have been made to any Party concerning the Agreement or its exhibits other than the representations and warranties contained and memorialized in the Agreement and its exhibits. This Agreement may be amended

from time to time only by written agreement of the Parties, subject to Court approval.

8.3. Additional Documentation. The Parties recognize additional documents will be required in order to implement the Agreement, and agree to be bound by the terms set forth herein with respect to such additional documentation. However, the Parties agree that this Agreement contains all of the essential terms necessary for a full, final, binding and enforceable Settlement Agreement between the Parties.

8.4. Notice. Any and all notices, requests, consents, directives, or communications by any party intended for any other party shall be in writing and shall, unless expressly provided otherwise herein, be given personally, or by express courier, or by electronic transmission (such as e-mail), or by postage prepaid mail, to the following persons, and shall be addressed, as follows:

To the Plaintiff Class:

Gordon Schoeffler, Attorney at Law
Physical: 730 Jefferson St., 70501
Mailing: P.O. Box 4829
Lafayette, La 70502
Phone 337-234-5505
Fax: 337-261-0799
gordon@gislawoffice.com
Carbon Copy to jacquotsoilean@gmail.com

Lead Counsel for the Plaintiffs and the Plaintiff Class

To Bayou Teche Water Works, Inc.:

ERNEST P. GIEGER, JR. (6154)
Email: egieger@gllaw.com
JOHN E. W. BAAY, II (No. 22928)
Email: jbaay@gllaw.com
GIEGER, LABORDE & LAPEROUSE, L.L.C.
701 Poydras Street, Suite 4800
New Orleans, Louisiana 70139
Telephone: (504) 561-0400

Counsel for Bayou Teche Water Works, Inc.

To American Alternative Insurance Corporation:

RACHEL S. KELLOGG
PIPES MILES BECKMAN, LLC
1100 Poydras St., Suite 1800
New Orleans, Louisiana 70163
Telephone No.: (504) 322-7070

Email: rkellogg@pipesmiles.com

Counsel for American Alternative Insurance Corporation

Any of the parties may, from time to time, change the address to which such notices, requests, consents, directives, or communications are to be delivered, by giving the other parties prior written notice of the changed address, in the manner hereinabove provided, ten (10) calendar days before the change is effective.

8.5. Choice of Law. All terms of this Settlement Agreement shall be governed by and interpreted according to the substantive laws of the State of Louisiana without regard to its choice of law or conflict of laws principles.

8.6. Consent to Jurisdiction. All parties hereby irrevocably submit to the exclusive jurisdiction of the 16th Judicial District Court for the Parish of Iberia, State of Louisiana, for any suit, action, proceeding or dispute arising out of or relating to this Settlement Agreement or the applicability of this Settlement Agreement. Nothing in this paragraph shall prohibit (a) the assertion in any forum in which a claim is brought that any release herein is a defense, in whole or in part, to such a claim or (b) in the event that such a defense is asserted in such forum, the determination of its merits in that forum.

8.7. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach of this Agreement, whether, prior, subsequent, or contemporaneous.

8.8. Mutuality. This Agreement shall be deemed to have been mutually prepared by the Parties and shall not be construed against any of them by reason of authorship.

8.9. Counterparts. This Agreement may be executed in counterparts, and an electronic signature shall be deemed an original signature for purposes of this Agreement.

8.10. Headings. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

8.11. Assignment. No Party to this Agreement shall assign or delegate any of the rights, interests, or obligations under or relating to this Agreement without the prior written consent of the Parties. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

ARTICLE IX
REPRESENTATIONS AND WARRANTIES REGARDING AUTHORITY

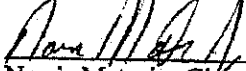
9.1. Class Counsel on behalf of the Class Members represents and warrants that he has authority to enter into this Agreement on behalf of the Class, subject to the Court's appointment of Class Counsel. This agreement has been duly and validly executed and delivered by Class Counsel, and constitutes a legal, valid and binding obligation of the Class, subject to

Court approval of the Agreement.

9.2. Counsel for BTWW and AAIC represent and warrant that each of them has all requisite authority to execute this Agreement. The execution, delivery and performance by BTWW and AAIC of this Agreement has been duly authorized by all necessary corporate action and constitutes the legal, valid and binding obligation of the BTWW and AAIC subject to Court approval.

IN WITNESS WHEREOF, the parties hereto through their fully authorized representatives have agreed to this Settlement Agreement as of the latest date entered below.

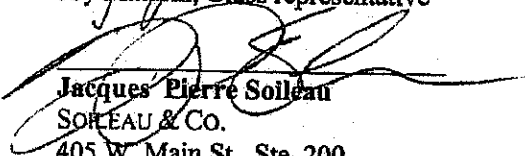
On behalf of the Class Plaintiffs



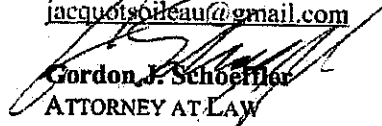
Norris Maturin, Class Representative



Joy Maturin, Class representative



Jacques Pierre Soileau
SOLEAU & CO.
405 W. Main St., Ste. 200
Lafayette, LA 70501
Phone 337.769.3312
Fax 337.680.4853
jacquotsoileau@gmail.com

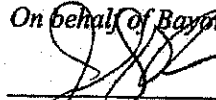


Gordon J. Schoeffler
ATTORNEY AT LAW
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Phone 337-234-5505
gordon@gjlawoffice.com

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P.O. Box 4929
Lafayette, LA 70502
Phone: 337-232-8123
buzzyjoy@josephjoy.com

Date: _____


On behalf of Bayou Teche Water Works, Inc.



ERNEST P. GIEGER, JR. (6154)
Email: egieger@gilllaw.com
JOHN E. W. BAAY, II (No. 22928)
Email: jbaay@gilllaw.com
GIEGER, LABORDE & LAPEROUSE, L.L.C.
701 Poydras Street, Suite 4800
New Orleans, Louisiana 70139
Telephone: (504) 561-0400
Facsimile: (504) 561-1011

Date: 11/1/22

On behalf of American Alternative Insurance Corporation



Rachel S. Kellogg
PIPES MILES BECKMAN, LLC
1100 Poydras St., Suite 1800
New Orleans, Louisiana 70163
Telephone No.: (504) 322-7070
Facsimile No.: (504) 322-7520
Email: rkellogg@pipesmiles.com

Date: 11/2/22

16TH JUDICIAL DISTRICT COURT FOR THE PARISH OF IBERIA

STATE OF LOUISIANA

NO.: 00127719

DIVISION "A"

JOY MATURIN, ET AL

VERSUS

BAYOU TECHE WATER WORKS, INC., ET AL

FILED: _____

DEPUTY CLERK

AFFIDAVIT OF RANDI S. ELLIS

RANDI S. ELLIS, being duly sworn, deposes and says:

1. I am an attorney admitted and a member of good standing with the bar associations in the states of Louisiana and Texas. My practice involves neutral work, as a special master, mediator, arbiter, settlement master, facilitator, or other neutral assignment. My work is typically through court appointment in state and federal courts throughout the United States or selected and agreed to by all parties when court appointment is not necessary.
2. I have been and am currently appointed as a Special Master by federal and state courts regarding class actions cases wherein my duties include similar roles as proposed in this matter and provided on the attached curriculum vitae.
3. I am not related to any party or counsel and do not have any financial or other interest that would create a conflict of interest in this matter.
4. I have reviewed the pleadings and information generally and specifically as it relates to the litigation involving and the parties involved. I am familiar with the issues involved in the case captioned above and as a result of my knowledge, I can attest and affirm that there are no grounds for disqualification that would prevent me from serving as a Special Master in the above captioned matter.

I certify under penalty of perjury that the above information is true.

STATE OF TEXAS
COUNTY OF HARRIS

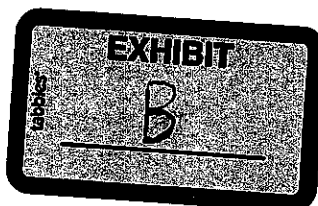
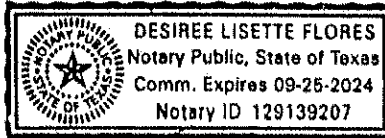
Randi S. Ellis

RANDI S. ELLIS

Sworn to and subscribed
Before me, Notary Public,
December 16, 2022.

Desiree L. Flores

NOTARY PUBLIC



Randi S. Ellis
Randi S. Ellis, LLC
5757 Indian Circle
Houston, Texas 77057

randi@randiellis.com

(225) 803-1413

Randi holds both a bachelor's degree in arts and sciences (1994) and a law degree (1997) from Louisiana State University. She completed the Harvard Law School Program on Negotiation. Before going into private practice, Randi clerked for the Honorable Christine Noland of the U.S. District Court for the Middle District of Louisiana and for the Honorable William Morvant of the Nineteenth Judicial District Court of Louisiana. She also served as an attorney for the Louisiana Legislature Civil Law Committee. Randi worked in private practice for over 12 years before opening her own firm in 2016.

Arbiter, Future Claims Representative, Mediation, Special Master and Trustee

- Appointed by many Courts and selected by the parties to serve as Special Master, Settlement Master, Arbitrator, Neutral, Facilitator, Guardian ad Litem, and Mediator in Multidistrict Litigation, federal, and state cases throughout the United States
- Appointed Future Claims Representative for all future talc claimants for *In re: LTL Management LLC*, Case No.: 21-30589, United States Bankruptcy Court, District of New Jersey
- Served as Special Master in matters involving:
 - Allocating settlement funds to class and mass action claimants (including development and implementation of methodology)
 - Report and Recommendations to the Court on various assignments
 - Final and non-appealable rulings on matters agreed to by the parties
 - Case management from the beginning of the matter through the end or single issue for resolution
 - Pretrial discovery, including resolution of privilege issues
 - Reviewing reasonableness of attorneys' fees and expenses (including resolution of Common Benefit Fund issues)
 - Pharmaceutical, personal injury, and property damage class and mass actions
- Served as arbitrator and mediator in both federal and state cases both by court appointment and by private party selection
- Appointed to serve as attorney chair for medical malpractice cases by plaintiffs and defendants (presided over more than 250 cases)

Professional Licenses

Admitted to Bar: Louisiana, 1997; Texas, 2021

Harvard Law School Program on Negotiation

Randi S. Ellis's Future Claims Representative, Special Master, Mediation, and Settlement Allocation Assignments

Future Claims Representative

- *In re: LTL Management LLC*, Case No.: 21-30589, United States Bankruptcy Court, District of New Jersey. Court-Appointed and agreed to by all parties to serve as Future Talc Claims Representative to represent the interests of, appear and act on behalf of, and be a fiduciary to Future Talc Claimants to protect their rights and interests

Multidistrict Litigation

- *In re: Paraquat Products Liability Litigation*, MDL No. 3004 (S.D. Ill J.P.M.L.) Court-Appointed Special Master to establish discovery protocols and schedule, maintain a database for claims in the MDL and state courts, propose methodology for selection of trial cases, and establish a framework for submission of common benefit time and expenses pertaining to litigation concerning injuries caused by exposure to the herbicide paraquat
- *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Oh. J.P.M.L.) Court-Appointed arbiter to a Fee Panel to oversee a process for allocation and distribution of the MDL Contingency Fee Fund and the Common Benefit Fund consistent with the terms of the Settlement Agreements between certain parties for fees and expenses incurred in furtherance of the opioid litigation, and serve as Trustee to the Trust created for this Fund
- *In re: Roundup Products Liability Litigation*, MDL No. 2741 (N.D. Ca. J.P.M.L.) Special Master selected by the parties for allocation concerning products liability claims alleging Non-Hodgkin Lymphoma after exposure to glyphosate-based herbicides
- *In re: Testosterone Replacement Therapy Litigation*, MDL No. 2545 (N.D. Ill. J.P.M.L.) Court-Appointed Settlement Master for mediation and allocation concerning products liability claims alleging arterial cardiovascular injuries or injuries related to blood clots in the veins as a result of taking prescription testosterone replacement therapy drugs
- *In re: Cook Medical, Inc., IVC Filters Marketing, Sales Practices and Products Liability Litigation*, MDL No. 2570 (S.D. Id. J.P.M.L.) Special Master selected by the parties for allocation concerning products liability claims alleging injuries after IVC filter was placed in the inferior vena cava to catch blood clots
- *In re: Sorin 3T Heater-Cooler System Products Liability Litigation*, MDL 2816 (M.D. Pa. J.P.M.L.) Court-Appointed Settlement Master for allocation of personal injury claims alleging serious infections and deaths following invasive surgeries

- *In re: Pradaxa (Dabigatran Etexilate) Products Liability Litigation*, MDL No. 2385 (S.D. Ill. J.P.M.L.) Court-Appointed Special Master for mediation and allocation; allocated \$650 million settlement fund to claimants alleging injuries related to anticoagulant pharmaceutical use; mediated and allocated MDL Common Benefit Fees and Expenses; Mediator and allocated state court settlements for CT and CA
- *In re: Coloplast Corp. Pelvic Support Systems Products Liability Litigation (Vaginal Mesh)*, MDL No. 2387 (S.D. W.Va. J.P.M.L.) Mediator concerning products liability claims arising out of vaginal mesh use; Court-Appointed Special Master to allocate aggregate settlement funds for claims against American Medical Services, Boston Scientific, CR Bard, Covidien, Ethicon, and Mentor
- *In re: DePuy Orthopaedics Inc. ASR Hip Implant Products Liability Litigation*, MDL 2197 (N.D. Oh. J.P.M.L.) Special Master selected by the parties for allocation concerning products liability claims alleging injuries after being implanted with ASR hip device
- *In re: Actos (Pioglitazone) Products Liability Litigation*, MDL No. 2299 (W.D. La. J.P.M.L.) Served as Special Master to allocate aggregate settlement funds to certain group of claimants alleging injuries related to bladder cancer
- *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*, MDL No. 2179 (E.D. La. J.P.M.L.) Court-Appointed Mediator for personal injury claims; appointed Court-Designated Neutral for resolution of various matters; developed methodology for allocating \$2.3 billion settlement fund to thousands of Gulf of Mexico seafood harvesters who alleged economic damage as a result of the BP oil rig disaster
- *In re: Yasmin and Yaz (Drospirenone) Marketing, Sales Practices and Products Litigation*, MDL No. 2100 (S.D. Ill. J.P.M.L.) Court-Appointed Mediator and Special Master concerning products liability claims arising out of contraceptive use
- *In re: Chinese-Manufactured Drywall Products Liability Litigation*, MDL No. 2047 (E.D. La. J.P.M.L.) Court-Appointed Mediator; secured commitments from more than 600 defendants to global settlement; assisted Special Master with allocation responsibilities for \$1.1 billion in settlement for case in which homeowners alleged defendants were responsible for installation of defective drywall
- *In re FEMA Trailer Formaldehyde Products Liability Litigation*, MDL No. 1873 (E.D. La. J.P.M.L.) Deputy Special Master in federal Multidistrict Litigation case to allocate multiple settlement funds to several thousand claimants who alleged chemical exposure while occupying temporary housing after Hurricane Katrina
- *In re Denture Products Liability Litigation*, MDL No. 2051 (S.D. Fla. J.P.M.L.) selected

by group of settling products liability plaintiffs to allocate aggregate settlement fund

Other Federal Court Litigation

- *In re: Essure Birth Control Device Products Liability Litigation*, E.D. Pa. and Ca. state court, Special Master selected by the parties for allocation concerning side effects of coils causing women to experience complications after implantation the birth control device
- *Mass Depakote Litigation*, 12-cv-52, etc. (S.D. Ill.) Court-Appointed Mediator and Special Master for settlement and allocation of claims alleging birth defects arising out of pharmaceutical use
- *Hale, et al. v. State Farm Mutual Automobile Insurance Company, et al.*, 3:12-cv-660 (S.D. Ill.) Court-Appointed Mediator in 4.7 million member class action alleging violations of the Racketeer Influenced Corrupt Organizations Act (“RICO”) and deprivation of an impartial forum
- *Suchanek, et al. v. Strum Foods, Inc. et al.*, 3:11-cv-565 (S.D. Ill.) Court-Appointed Mediator to resolve and allocate attorney fee dispute in class action settlement alleging consumer fraud and unjust enrichment
- *Medtronic Infuse Litigation* (multiple jurisdictions) Mediator for products liability claims arising out of bone graft product use; as well as Court-Appointed Special Master for allocation of aggregate settlement fund
- *McClurg et al v. Mallinckrodt, Inc. et al.*, 4:12-cv-00361 (E.D. Mo.) Court-Appointed Mediator and Special Master for settlement and allocation for consolidated actions seeking damages for injuries allegedly sustained as a result of multiple decades of exposure to hazardous, toxic, and radioactive substances
- *In re: Just For Men® Mass Tort Litigation*, 3:16-cv-00638 (S.D. Ill.) Court-Appointed Mediator Facilitator and Special Master for settlement and allocation for mass action involving claimants alleging adverse reactions and personal injuries suffered from product use
- *St. Jude Medical Spinal Cord Stimulator Products* (multiple jurisdictions) Mediator and Allocation Neutral for claims arising out of the use of spinal cord stimulator systems
- *In re: Swift Energy Company, et al.*, 13-05552 (E.D. La.) Mediator and Settlement Administrator for claims alleging property damage from oil release to oyster leases
- *Avandia Deceptive Marketing Litigation* (multiple jurisdictions) Mediator for products

liability claims by certain attorneys general arising out of allegations of deceptive marketing of diabetes pharmaceutical

- *Ian Pollard, et al. v. Remington Arms Co., et al.*, 4:13-00086 (W.D. Mo.) Mediator for products liability claims arising out of gun use
- *Jeff Simmons, et al. v. Sabine River Authority of Louisiana, et al.*, 2:11-cv-00588 (W.D. La.) Special Master for allocation of class settlement funds to claimants who alleged that they had suffered flood damages due to the opening of a nearby dam
- *John Burford, et al. v. Cargill, Inc.*, 05-0283 (W.D. La.) assisted Special Master to disburse nationwide class settlement funds to thousands of farmers in 47 states who used allegedly defective dairy feed product

State Court Litigation

- *Risperdal and Invega Product Liability Cases* (Pa. and Ca.) Mediator for actions pending in state courts alleging personal injury arising out of pharmaceutical use
- *Paul Thompson, et al. v. Williams Companies, Inc. and Bailey, et al v. Williams Olefins, LLC, et al.*, 72,701 (La. 18th J.D.C.) Mediator and Court Appointed Special Master for settlement and allocations for claims arising out of personal injuries from plant explosion
- *Jane Doe No. 1, et al. v. The Johns Hopkins Health System Corporation, d/b/a The Johns Hopkins Hospital, et al.*, 24-C-13-00141 (Md. Baltimore City Cir. Ct.) Mediator for claims arising out of claims of physician misconduct
- *Noretta Thomas, et al. v. A. Wilbert & Sons, L.L.C., et al.*, 55,127 (La. 18th J.D.C.) Special Master for allocation of class settlement funds to several thousand of residents of and visitors to trailer park in settlement with trailer park owner for ground water contamination claims; Court-Appointed Special Master to allocate attorneys' fees; Court-Appointed Special Master to allocate class settlement funds to several thousand landowners in settlement with chemical plant owner for chemical pollution claims
- *Toussaint Battley, Sr., et al. v. Pointe Coupee Parish Police Jury, et al.*, 41,792 (La. 18th J.D.C.) Special Master for allocation of class settlement funds to property owners damaged by flood
- *Carey C. Abbott, et al v. Waste Management, Inc., et al.*, 87,182 (La. 21st J.D.C.) Special Master for allocation of settlement funds to residents affected by environmental contamination
- *Mark S. Creech, et al. v. Acadian Ambulance Service, Inc.*, 61,236 (La. 18th J.D.C.) Court-Appointed Special Master for allocation of settlement funds to insurance policyholders in

class action requesting payment reimbursement

- *Keisha Desselle, et al. v. Acadian Ambulance Service, Inc.*, 2010-5885 (La. 12th J.D.C.) Court-Appointed Special Master for allocation of settlement funds to insurance policyholders in class action requesting payment reimbursement
- *Rita H. Holzenthal, et al. v. Sewerage & Water Board of New Orleans*, 2001-16969 (La. C.D.C.) assisted Special Master to allocate settlement to persons allegedly affected by New Orleans Sewerage and Water Board project
- *Kristen M. Rhodes v. BG Estate Servs., Inc., et al.*, 2001-18355 (La. C.D.C.) assisted Special Master to allocate class settlement funds to persons allegedly affected by mold exposure
- *Arthur Schexnayder, Jr., et al. v. Entergy Louisiana, Inc., et al.*, 28,907 (La. 23rd J.D.C.) assisted Special Master to allocate of class settlement funds to property owners in more than 20 parishes against utility company for alleged trespass claims
- *Ivan Guidry, et al. v. City of Denham Springs*, 28,907 (La. 21st J.D.C.) assisted Court-Appointed Arbitrator to allocate settlement funds among claimants who were allegedly affected by wastewater contamination
- *In re Honeywell, July 20, 2003, Chlorine Release*, 511,626 (La. 19th J.D.C.) assisted Special Master to allocate class settlement funds to several thousand persons allegedly affected by two separate releases from chemical plant; assisted Special Master to allocate attorneys' fees

Additional case information and references available.

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:

YOU MAY:		DUE DATE
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>No Deadline</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>By February 9, 2023</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>By February 9, 2023</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 do not exclude yourself from the Settlement.	<u>By February 9, 2023</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.

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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.

Court	Class Counsel	Counsel for Defendants
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@gjslawoffice.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.

EXHIBIT D
SUMMARY CLASS NOTICE

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

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

*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 a lawsuit against Bayou Teche Water Works (“BTWW”) and American Alternative Insurance Corporation (“AAIC”) (“Defendants”) regarding damages allegedly sustained by individuals as a direct result of receiving water from BTWW between February 3, 2006 and the present (the “Settlement”). The case is called *Joy Maturin, et al v. Bayou Teche Water Works, Inc., et al*, No. 127719.

In the Class Action lawsuit, Plaintiffs 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. Defendants vigorously deny all of these allegations and claims of wrongdoing. Plaintiffs and Defendants have agreed to the Settlement to avoid the risk and expense of further litigation.

Who’s Included? You are a member of the Class if you sustained damages as direct result of receiving water service from BTWW between February 3, 2006 and the present.

What Does The Settlement Provide? The Proposed Settlement is anticipated to provide each Class Member with an equivalent cash award of \$140.

What Are My Rights And Options? If you received a notice of the Settlement via U.S. Mail, you do not need to do anything to receive a cash payment. If you did not receive a notice via U.S. Mail and you wish to receive a cash payment, you must timely submit a Proof of Claim Form by February 9, 2023 to receive your award. Please see www.BTWWSettlement.com for a copy of the Proof of Claim Form or call 1-833-538-0779 to request a Proof of Claim Form be mailed to you.

Class Counsel also will ask that the Court award up to \$350,000.00 in attorneys’ fees, \$25,000.00 in expenses, and an incentive payment of \$15,000.00 for each of the two Class Representatives. The amounts awarded for attorneys’ fees, expenses, and incentive award will reduce the amounts available to the Class. The Court will decide whether to approve the Settlement at the Final Fairness Hearing on March 15, 2023 at 10:00 a.m. This date may change; see www.BTWWSettlement.com for more information.

How Do I Get More Information? The Settlement may affect your rights. For additional information, including the Longer Notice of Settlement and the Settlement Agreement and Release with the precise terms and conditions of the Settlement, please see www.BTWWSettlement.com or call 1-833-538-0779. You may also access the Court docket in this case by visiting the Office of the Clerk of Court, 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 the Proposed Settlement or the claim process.

**BY ORDER OF THE 16TH JUDICIAL DISTRICT COURT FOR THE PARISH OF IBERIA,
STATE OF LOUISIANA**

In the Class Action lawsuit, Plaintiffs 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. Defendants vigorously deny all of these allegations and claims of wrongdoing. Plaintiffs and Defendants have agreed to the Settlement to avoid the risk and expense of further litigation.

Who's Included? You are a member of the Class if you sustained damages as direct result of receiving water service from BTWW between February 3, 2006 and the present.

What Does The Settlement Provide? The Proposed Settlement is anticipated to provide each Class Member with an equivalent cash award of \$140.

What Are My Rights And Options? If you received a notice of the Settlement via U.S. Mail, you do not need to do anything to receive a cash payment. If you did not receive a notice via U.S. Mail and you wish to receive a cash payment, you must timely submit a Proof of Claim Form by February 9, 2023 to receive your award. Please see www.BTWWSettlement.com for a copy of the Proof of Claim Form or call 1-833-538-0779 to request a Proof of Claim Form be mailed to you.

Class Counsel also will ask that the Court award up to \$350,000.00 in attorneys' fees, \$25,000.00 in expenses, and an incentive payment of \$15,000.00 for each of the two Class Representatives. The amounts awarded for attorneys' fees, expenses, and incentive award will reduce the amounts available to the Class. The Court will decide whether to approve the Settlement at the Final Fairness Hearing on March 15, 2023 at 10:00 a.m. This date may change; see www.BTWWSettlement.com for more information.

How Do I Get More Information? The Settlement may affect your rights. For additional information, including the Longer Notice of Settlement and the Settlement Agreement and Release with the precise terms and conditions of the Settlement, please see www.BTWWSettlement.com or call 1-833-538-0779. You may also access the Court docket in this case by visiting the Office of the Clerk of Court, 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 the Proposed Settlement or the claim process.

**BY ORDER OF THE 16TH JUDICIAL DISTRICT COURT FOR THE PARISH OF IBERIA,
STATE OF LOUISIANA**

Legal Notice

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

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

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 a lawsuit against Bayou Teche Water Works ("BTWW") and American Alternative Insurance Corporation ("AAIC") ("Defendants") regarding damages allegedly sustained by individuals as a direct result of receiving water from BTWW between February 3, 2006 and the present (the "Settlement"). The case is called *Joy Maturin, et al v. Bayou Teche Water Works, Inc., et al*, No. 127719.

For more information, visit www.BTWWSettlement.com or call 1-833-538-0779.

Bayou Teche Water Works Settlement Administrator
P.O. Box 3637
Baton Rouge, LA 70821-3637



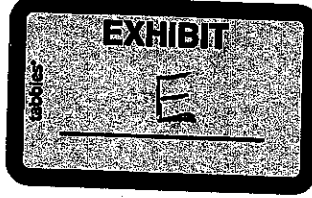
[ENDORSE}
Settlement Claim ID: [number]
[FIRST NAME] [LAST NAME]
[ADDRESS]
[ADDRESS]
[CITY] [STATE] [ZIP]

ELECTRONIC SERVICE REQUESTED



Postal Service: Do not mark or cover barcode

Bayou Teche Water Works Claims Administrator
 c/o Postlethwaite & Netterville
 PO Box 3637
 Baton Rouge, LA 70821-3637



**Your Claim Form Must Be Submitted On Or
 Before 02/09/2023**

Joy Maturin, et al v. Bayou Teche Water Works, Inc., et al,
 16th Judicial District Court for the Parish of St. Iberia, No. 127719

PROOF OF CLAIM FORM

IMPORTANT: This form should be submitted if you were NOT a customer of Bayou Teche Water Works ("BTWW") on December 8, 2022 AND/OR you DID NOT receive Settlement Notice addressed to you via U.S. Mail.
 If you were a customer of BTWW on December 8, 2022 AND you received a Settlement 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.
TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST PROVIDE ALL OF THE INFORMATION BELOW AND YOU MUST SIGN THIS CLAIM FORM. ONLY ONE PROOF OF CLAIM FORM PER REGISTERED BAYOU TECHE WATER WORKS ACCOUNT SHOULD BE SUBMITTED.

I. CLAIMANT CONTACT INFORMATION (PLEASE PRINT)

Claimant Name	First	Middle Initial	Last	Suffix
Address	Address 1			
	Address 2			
	City	State		Zip
Telephone Number	Email Address			

II. BAYOU TECHE WATER WORKS ACCOUNT INFORMATION

Bayou Teche Water Works Account Number: _____

Select the Bayou Teche Water Works account type for the period between February 3, 2006 and the present:

Residential
 Commercial
 School
 Parish Government
 Other Public Authority

Account Address:	Address 1			
	Address 2			
	City	State		Zip

III. CLAIM DETAIL

Select the appropriate response regarding services provided by Bayou Teche Water Works during the period between February 3, 2006 and the present.

	YES	NO
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Did the Claimant receive water services from Bayou Teche Water Works during the period between February 3, 2006 and the present?

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Was the Claimant damaged as a direct result of receiving water services from Bayou Teche Water Works during the period between February 3, 2006 and the present?

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In the space below, describe the manner in which you sustained damages as a direct result of receiving your water from Bayou Teche Water Works during the period between February 3, 2006 and the present.

IV. CERTIFICATION, AUTHORIZATION, AND SIGNATURE
This form must be signed by Claimant or the legal representative of a deceased or incapacitated Claimant.

I declare under penalty of perjury subject to 28 U.S.C. § 1746 that all of the information provided in this Claim Form is true and correct. This Claim Form may be researched or verified by the Claims Administrator.

Claimant's or Representative's Signature: _____

Signature Date: _____ / _____ / _____
 (Month/Day/Year)

Claimant's or Representative's Printed Name: _____

Bayou Teche Water Works Claims Administrator
c/o Postlethwaite & Netterville
PO Box 3637
Baton Rouge, LA 70821-3637

Joy Maturin, et al v. Bayou Teche Water Works, Inc., et al,
16th Judicial District Court for the Parish of St. Iberia, No. 127719

PROOF OF CLAIM FORM

The Claims Administrator must receive this form no later than February 9, 2023 in order for it to be considered.

INSTRUCTIONS

Please read all of the following instructions carefully before filling out your Claim Form.

1. Please review the Long Form Class Notice (the "Notice") and have the Notice with you when you complete your Proof of Claim Form. If you do not have the Notice, or if you misplaced it, a copy is available on the Settlement Website at www.BTWWSettlement.com or by calling the Claims Administrator at 833-538-0779.
2. Under the terms of the Settlement in this Class-Action lawsuit, you may be entitled to receive a monetary award if you sustained damages as a direct result of receiving your water from Bayou Teche Water Works ("BTWW") at any time between February 3, 2006 and the present. If you wish to receive this relief and if you were not a customer of BTWW on December 8, 2022, you must timely submit a completed Proof of Claim Form to receive monetary compensation.
3. If you would like to receive a monetary award, complete the form on the following page. Please type or print legibly in black ink.
4. If you desire an acknowledgment of receipt of your Proof of Claim Form, send it by Certified Mail, Return Receipt Requested.
5. To submit the Proof of Claim Form, you must complete page 2 of the Proof of Claim Form and submit it via United States Mail, postage prepaid to the Claims Administrator at the address below or via email to info@BTWWSettlement.com by February 9, 2023.

Bayou Teche Water Works Claims Administrator
c/o Postlethwaite & Netterville
PO Box 3637
Baton Rouge, LA 70821-3637
6. Once your Proof of Claim Form is received, the Claims Administrator will review the Claim Form for compliance.
7. Keep a copy of your completed Proof Claim Form for your records. If your Claim is rejected, the Claims Administrator will notify you by U.S. Mail or e-mail of the rejection and the reasons for such rejection.

If you have any questions about this form or the Settlement, please visit the Settlement Website at www.BTWWSettlement.com or contact the Claims Administrator at 833-538-0779. You may also contact Class Counsel at:

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Physical: 730 Jefferson St. 70501
Mailing: P.O. Box 4829
Lafayette, La 70502
Telephone: (337) 422-1328
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Lafayette, LA 70502
Telephone: (337) 232-8123
buzzyjoy@josephjoy.com

Please do not contact Defendants, the Court, or the Court Clerk's Office about the Settlement.