

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 FINAL APPROVAL OF SETTLEMENT WITH
INCORPORATED MEMORANDUM OF LAW**

NOW INTO COURT, through undersigned counsel come the Plaintiff Class ("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 settlement as set forth in the November 2, 2022 Settlement Agreement and Release ("the Settlement") and, in furtherance of the said Settlement and for the reasons set forth in the accompanying memorandum, move this Court to: (i) grant final approval of all aspects of the November 2, 2022 Settlement Agreement and Release entered by and between Plaintiffs, BTWW and AAIC that was preliminarily approved on January 6, 2023; (ii) order that AAIC remit payment of \$975,000 to the Claims Administrator within seven (7) days after all appeal delays associated with the Court's order of final approval have expired, and, thereafter, upon motion with proof of said payment, all claims asserted against BTWW and AAIC shall be dismissed, with prejudice, each party to bear its own costs; (iii) affirm the Plan of Allocation of Settlement Proceeds as proposed by the Claims Administrator; and (iv) grant further and other relief detailed in the body of this Motion For Final Approval of Settlement with Incorporated Memorandum of Law ("Motion") and the prayer for relief.

Plaintiffs intend to file a separate motion for approval of attorney's fees, reimbursement of costs and expenses, and payment of incentive awards to Class representatives. Pursuant to the provisions of the Agreement, any attorneys' fees, reimbursement of costs and expenses, and incentive awards to the Class representatives shall be paid solely from the Settlement Fund.

I. INTRODUCTION

Pursuant to the terms of the Settlement, the parties have agreed to resolve this Class Action¹ for the collective cash payment of ONE MILLION AND NO/100THS (\$1,000,000) DOLLARS to Plaintiffs in exchange for dismissal of this litigation, with prejudice, and certain releases. The parties have set forth the specific terms thereof in the November 2, 2022 Settlement Agreement and Release, which Settlement this Court preliminarily approved on January 6, 2023. The parties now seek final approval of the Settlement from the Court. As detailed below, the Settlement is a good recovery for the Class and should be approved by this Court as “fair, reasonable, and adequate.” La. C.C.P. art. 594(B).

II. ARGUMENT

A. Settlements of Class Actions Are Encouraged.

This Court should grant final approval of the Settlement for several reasons. As an initial matter, it is well-settled that courts favor and encourage settlements of lawsuits, including class actions. As stated by the First Circuit:

We are cognizant that the law favors settlement, particularly in class actions and other complex cases where substantial judicial resources can be conserved by avoiding formal litigation. The parties may also gain significantly from avoiding the costs and risks of a lengthy and complex trial.... Furthermore, a settlement may represent the best method of distributing damage awards to injured plaintiffs, especially where litigation would delay and consume the available resources and where piecemeal settlement could result.

State v. Sprint Communications Co., L.P., 2003-1264 (La.App. 1 Cir. 10/29/04), 897 So.2d 85, 91 (citations omitted); *see also Orrill v. AIG, Inc.* 2009-0888 (La.App. 4 Cir. 4/21/10), 38 So.3d

¹ The previously-certified Class is defined as follows:

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.”

457, 468 (Belsome, J. concurring), *citing* Kent A. Lambert, *Class Action Settlements in Louisiana*, 61 La. L.Rev. 89, 127 (2000) (“As an inevitable result, even one large class action suit ... can forestall justice to literally thousands of litigants in these over-burdened state trial courts, as well as consume an inordinate amount of appellate court resources. Accordingly, class action settlements are the preferred means for the resolution of legal disputes, as class action settlements offer obvious benefits to litigants and courts alike by providing a valuable mechanism for disposing of massive lawsuits that threaten to usurp huge amounts of resources and time.”).

B. The Proposed Settlement is Fair, Reasonable, and Adequate.

1. The Settlement is Presumptively Fair.

“The public interest strongly favors the voluntary settlement of class actions.” *In re Spill by Oil Rig Deepwater Horizon in Gulf of Mexico, on April 20, 2010*, (E.D. La. Dec. 2012), 910 F.Supp.2d 891, 930 (citations omitted). “Because the public interest strongly favors the voluntary settlement of class actions, there is a strong presumption in favor of finding the settlement fair, reasonable, and adequate.” *Id.* at 930-31 (citations omitted).

2. Application of the Girsch/Reed Factors Supports Final Approval of the Settlement.

The Fourth Circuit has recognized the following six (6) factors set forth in *Reed v. General Motors Corporation* to “ensure that the settlement is in the interest of the class, does not unfairly impinge on the rights and interests of dissenters, and does not merely mantle oppression”:

(1) the existence of fraud or collusion behind the settlement; (2) the complexity, expense, and likely duration of the litigation; (3) the stage of the proceedings and the amount of discovery completed; (4) the probability of plaintiffs’ success on the merits; (5) the range of possible recovery; and (6) the opinions of the class counsel, class representatives, and absent class members.

Orrill, 38 So.3d at 470 (Belsome, J., concurring), *citing* *Reed v. General Motors Corp.*, 703 F.2d 170, 172 (1983). The Fourth Circuit also recognized the nine (9) factors set forth in *Girsch v. Jepson*, which factors are often cited in class actions, for assessing the fairness of a proposed settlement:

(1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of

discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.

Orrill, 38 So.3d at 470 (Belsome, J., concurring), citing *Girsch v. Jepson*, 521 F.2d 153, 156 (3d Cir. 1975). “The decision of whether to approve a proposed settlement of a class action is left to the sound discretion of the district court.” *Girsch*, 521 F.2d at 156.

Most of the *Reed* factors are included within the *Girsch* factors, with the exception of the first factor, the existence of fraud or collusion behind the settlement.² As discussed in detail below, after application of the nine *Girsch* factors and the additional *Reed* factor regarding fraud or collusion to the instant Settlement, it is clear that the Settlement is “fair, reasonable and adequate” and, therefore, should be approved.

a. The existence of fraud or collusion behind the settlement (*Reed* factor one).

As previously represented to this Court in the parties’ motion for preliminary approval of the Settlement, the negotiations resulting in the Settlement Agreement were conducted through mediation and additional arms-length bargaining on all issues, including the extent of the compromise and the nature and extent of claimed damages, free of any collusion or inequitable treatment of particular Class members or discussion of attorneys’ fees, and in accordance with each party’s recognition of its relative risks and exposures and the utility of settlement in the best interests of its respective clients. Given that the Settlement was reached through arms-length negotiations by all parties, this factor supports approval of the Settlement.

b. The complexity, expense and likely duration of the litigation (*Girsch* factor one; *Reed* factor two).

This first *Girsch* factor “requires examination of the additional cost, in time, money and judicial resources, of continued litigation.” *In re Remeron Direct Purchaser Antitrust Litigation*, No. Civ. 03-0085 FSH (D.N.J. Nov. 9, 2005), 2005 WL 3008808, at *4. As mentioned above, this case has been pending since 2016 and has been before both the Third Circuit Court of

² The fourth *Reed* factor is the probability of plaintiffs’ success on the merits. While the *Girsch* factors do not contain that specific factor, they do assess the risks of establishing liability (factor #4) and the risks of establishing damages (factor #5), which, collectively, assess the likelihood of success on the merits. Thus, in analyzing the factors below, only the *Girsch* factors on this issue are discussed.

Appeal and the Louisiana Supreme Court (on writ applications). While the parties performed extensive fact and expert discovery at the class certification phase, a great deal of discovery, trial preparation, and inevitable appeals still remain. Further, as evidenced by the procedural history of this case, each motion likely will be strongly opposed, with all interlocutory appellate review options of any decisions thereabout fully exhausted. This is a complex case involving numerous claims concerning BTWW's ability to provide its customers with water that meets applicable pressure and water quality standards and it is anticipated that a final resolution is still years away. By contrast, the Settlement provides the Class with immediate and definite relief without the delay, risk, and uncertainty of continued litigation. *See, e.g., Behrens v. Wometco Enters., Inc.*, 118 F.R.D. 534, 543 (S.D. Fla. 1988), *aff'd* 899 F.2d 21 (11th Cir. 1990) ("The law favors compromises in large part because they are often a speedy and efficient resolution of long, complex and expensive litigations."). Accordingly, analysis of this factor also supports approval of the Settlement.

c. The reaction of the class to the settlement (*Girsch* factor two; *Reed* factor six).

This second *Girsch* factor "attempts to gauge whether members of the class support the settlement." *In re Prudential Ins. Co. America Sales Practice Litig. Agent Actions*, 148 F.3d 283, 318 (3d Cir. 1998). Upon certification of the class, Plaintiffs issued an initial notice to class members notifying them not only that a class had been certified, but that a settlement in the aggregate amount of \$1,000,000.00 also had been reached;³ no one opted out of the class.⁴ In addition, to date, no Class Member has objected to any aspect of the Settlement.⁵ This factor, therefore, also supports approval of the Settlement.

d. The stage of the proceedings and the amount of discovery completed (*Girsch* factor three; *Reed* factor three).

The third *Girsch* factor "captures the degree of case development that class counsel have accomplished prior to settlement. Through this lens, courts can determine whether counsel had an adequate appreciation of the merits of the case before negotiating." *In re Cendant Corp. Litig.*, 264 F.3d 201, 235 (3d Cir. 2001). Again, extensive fact and expert discovery has been

³ See Exhibit A attached hereto, Declaration of Brad Madden in Support of Final Settlement Approval.

⁴ See Exhibit A attached hereto, Declaration of Brad Madden in Support of Final Settlement Approval, ¶12.

⁵ See Exhibit A attached hereto, Declaration of Brad Madden in Support of Final Settlement Approval, ¶13.

conducted to date and all Counsel have a detailed understanding of its merits. At this point, the Defendants are all familiar with the strengths and weaknesses of the Class's claims, and the Plaintiff class is familiar with Defendants' defenses to those claims. Thus, this factor strongly supports approval of the Settlement.

e. The risks of establishing liability (*Girsch* factor four; *Reed* factor four).

The fourth *Girsch* factor "examine[s] what the potential rewards (or downside) of litigation might have been had class counsel decided to litigate the claims rather than settle them. *Cendant*, 264 F.3d at 237 (citations and quotations omitted). There are two Defendants in this case – BTWW and AAIC, an insurer that issued liability policies to BTWW at all times pertinent hereto. BTWW has asserted numerous defenses to the Plaintiffs' claims. Although Plaintiffs contend that they have evidence and argument to rebut these defenses, there remains the risk that Plaintiffs would not be able to successfully establish liability at trial and through appeal in light of these defenses. Further, AAIC has argued that its policies do not provide coverage for the actions here at issue for several reasons, including that general liability coverage is provided only for personal injury or property damage, neither of which were suffered by Plaintiffs. Plaintiffs dispute AAIC's position with regard to coverage. However, there remains the risk that, should plaintiffs prevail in establishing the liability of BTWW, there would be no insurance coverage available to satisfy such a judgment. As such, analysis of this factor also supports approval of the Settlement.

f. The risks of establishing damages (*Girsch* factor five; *Reed* factor four).

"Like the fourth factor, this inquiry attempts to measure the expected value of litigating the action rather than settling it at the current time." *Cendant*, 264 F.3d at 238-39 (citations and quotations omitted). A large portion of the damages at issue in this case involve subjective complaints of inadequate water pressure and/or quality. The Parties have offered competing evidence and expert reports about the appropriate standard for water pressure and water quality in a rural water system such as that served by BTWW. In addition, BTWW contests the extent to which the system components under its control, in whole or in part, caused the Plaintiffs' alleged low water pressure (as opposed to system components and design on the customer side). In the

face of these potential impediments to Plaintiffs' ability to establish the existence and amount of damages, analysis of this factor also weighs in favor of supporting approval of the Settlement.

g. The risks of maintaining the class action through the trial (*Girsch* factor six).

“Because the prospects for obtaining certification have a great impact on the range of recovery one can expect to reap from the class action...this factor measures the likelihood of obtaining and keeping a class certification if the action were to proceed to trial.” *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 537 (3d Cir. 2004) (citation and quotations omitted). “A district court retains the authority to decertify or modify a class at any time during the litigation if it proves to be unmanageable.” *Id.* (citation omitted).

However, given the variety of claims asserted by the various class members and the documented disparity among class members with regard to their experiences with the service provided by BTWW, certification could be re-visited at a later time once additional facts have been developed. The Parties, therefore, believe this factor weighs in favor of approval of the Settlement.

h. The ability of the defendants to withstand a greater judgment (*Girsch* factor seven).

“The seventh *Girsch* factor considers whether the defendants could withstand a judgment for an amount significantly greater than the settlement.” *In re Warfarin*, 391 F.3d at 537-38 (citations and quotations omitted). While AAIC could arguably withstand a greater judgment, there is no assurance that insurance coverage will be available to cover any damages judgment rendered herein. BTWW is a rural non-profit water system, which will not be able to pay a substantial judgment and still provide water service to the community that it serves. Given that this factor strongly affects the primary Defendants in this case, it weighs in favor of approval of the Settlement.

i. The range of reasonableness of the settlement fund in light of the best possible recovery and the range of reasonableness in light of all the attendant risks of litigation (*Girsch* factors eight and nine; *Reed* factor five).

“The last two *Girsch* factors evaluate whether the settlement represents a good value for a weak case or a poor value for a strong case.... In order to assess the reasonableness of a

settlement in cases seeking primarily monetary relief, the present value of the damages plaintiffs would likely recover if successful, appropriately discounted for the risk of not prevailing, should be compared with the amount of the proposed settlement.” *In re Warfarin*, 391 F.3d at 538 (citations and quotations omitted). As previously noted, the existence of insurance coverage for some and/or all of the damages claimed by Plaintiffs is questionable and BTWW will not independently be able to fund a large judgment without significant impacts to the water service it provides to its members – the Plaintiffs herein. As such, should litigation proceed and Plaintiffs prevail and obtain a judgment much larger than this settlement provides, there is a very real chance that they would receive little to no payment from BTWW. As such, this factor weighs very strongly in favor of approval of the Settlement.

C. Upon Final Approval, AAIC will submit the Remainder of the Settlement Proceeds to the Claims Administrator.

Pursuant to the November 2, 2022 Settlement Agreement and Release, AAIC submitted \$25,000 of the total settlement proceeds to the Claims Administrator in order to fund administrative costs associated with the notice program. The November 2, 2022 Settlement Agreement and Release further provides that, within thirty (7) days after all appeal delays associated with the Court’s order finally approving the settlement have expired, AAIC will submit the remaining \$975,000 settlement payment to the Claims Administrator, after which, both BTWW and AAIC shall be dismissed from the above-captioned lawsuit, with prejudice, each party to bear its own costs.

D. The Settlement Notice Provided to the Class Satisfies Due Process.

As explained by the First Circuit, “[t]he court is guided in its decision on notice by the Louisiana jurisprudence and federal and state due process requirements. When notice is necessary, due process requires that the notice be reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Ellis v. Georgia-Pacific Corp.*, 550 So.2d 1310, 1318 (La.App. 1 Cir. 10/11/89) (citations and quotations omitted).

On January 6, 2023, this Court preliminarily approved the class and found the proposed form and plan of notice for the initial notice of class certification and notice of settlement,

satisfactory. In accordance with the Court's order, on January 10, 2023, the Claims Administrator mailed 3348 notices, with only sixteen (16) returned as undeliverable.⁶ Three (3) notices were re-mailed, only one of which were returned as undeliverable.⁷ Therefore, 99.58% of all notices are presumed to have been delivered to the intended recipients.⁸ In addition, a publication notice appeared in the Daily Iberian on January 11, 2023.⁹ The notices provided for a 30 day period for Class members to opt out or object to the Settlement. Accordingly, the combined notice of class certification and notice of settlement satisfied due process concerns.

E. The Court Should Confirm the Plan of Allocation.

“When assessing proposed plans of allocation, courts use the same standard for determining whether to approve the settlement itself. In general, a plan of allocation that reimburses class members based on the type and extent of their injuries is reasonable.” *In re Flonase Antitrust Litig.*, 951 F.Supp.2d 739, 752 (E.D. Pa. 2013).

The Settlement Fund shall be distributed to Class Members on a per-connection basis, resulting in an equal distribution for each BTWW customer and/or non-customer Class Member. As of end of the claim filing period, only one claim form was received from an eligible former-customer Class Member; additionally, there were no opt outs or objections received from Settlement Class Members¹⁰. Therefore, each of the 3,349 Class Members shall receive an equal distribution from the Settlement Fund.

If the Court awards the attorneys' fees, costs, incentive awards, and administrative costs as described in the Motion for Preliminary Approval, the Settlement Class distribution amount will be \$155.27 per Class Member.¹¹ The distribution amount may be adjusted up or down depending on the ultimate filing and approval of the Plaintiffs' motion for approval of attorney's fees, reimbursement of costs and expenses, and payment of incentive awards to Class representatives.

⁶ See Exhibit A attached hereto, Declaration of Brad Madden in Support of Final Settlement Approval, ¶10.

⁷ See Exhibit A attached hereto, Declaration of Brad Madden in Support of Final Settlement Approval, ¶10.

⁸ See Exhibit A attached hereto, Declaration of Brad Madden in Support of Final Settlement Approval, ¶10.

⁹ See Exhibit A attached hereto, Declaration of Brad Madden in Support of Final Settlement Approval, ¶8.

¹⁰ See Exhibit A attached hereto, Declaration of Brad Madden in Support of Final Settlement Approval, ¶11.

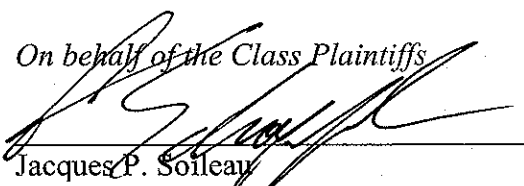
¹¹ See Exhibit B attached hereto, Claims Administrator's Supplemental Report on the Settlement Allocation and Distribution Plan, ¶3.

III. CONCLUSION

For the reasons set forth above, the parties respectfully request that the Court enter the proposed Order, which, *inter alia*, grants final approval to the Settlement pursuant to La. C.C.P. 594(B); orders that American Alternative Insurance Corporation remit payment of \$975,000 to the Claims Administrator within seven (7) days after all appeal delays associated with the Court's order of final approval have expired and, thereafter, upon motion with proof of said payment, Bayou Teche Water Works and American Alternative Insurance Corporation shall be dismissed, with prejudice, each party to bear its own costs; finds that the combined class notice and settlement notice and the dissemination of the said notice satisfied due process concerns; confirms that any attorneys' fees, reimbursement of costs and expenses, and incentive awards to the Class representatives shall be paid solely from the Settlement Fund; and approves the Plan of Allocation proposed by the Claims Administrator.

Respectfully submitted,

On behalf of the Class Plaintiffs

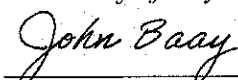

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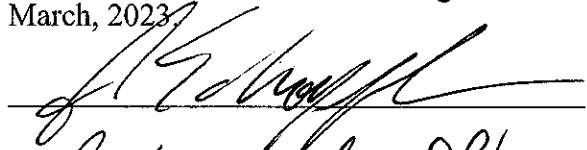
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CERTIFIED: A copy of this pleading has been served on all counsel via facsimile, email, hand delivery, and/or by depositing same in the U.S. mail on the 8 day of March, 2023.



Gordon Schoeffler

L.B.N. 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 Final Approval of Settlement and Incorporated Memorandum, and all documents referenced therein.

WHEREAS, the Settlement Administrator has advised the Court that no Class Member has opted out of the Class and there has been no opposition or objection to the Settlement preliminarily approved by this Court on January 6, 2023.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1.

The proposed Settlement is fair, reasonable, and adequate and, therefore, the November 2, 2022 Settlement Agreement and Release entered by and between Plaintiffs, Bayou Teche Water Works and American Alternative Insurance Corporation is finally approved pursuant to La. C.C.P. 594(B).

2.

American Alternative Insurance Corporation shall remit payment of \$975,000 to the Settlement Administrator within seven (7) days after all appeal delays associated with this order of final approval have expired and, thereafter, upon motion to this Court with proof of said payment, Bayou Teche Water Works and American Alternative Insurance Corporation shall be dismissed, with prejudice, each party to bear its own costs.

3.

The Settlement Allocation and Distribution Plan as proposed by the Claims Administrator in Exhibit B to the Parties' Joint Motion for Final Approval of Settlement and

Incorporated Memorandum reasonably reimburses the settlement members based on the type and extent of their damages and is thereby approved.

4.

The combined class notice and settlement notice and the dissemination of the said notice complied with the Court's January 6, 2023 order and otherwise satisfied all due process concerns.

5.

Any and all attorneys' fees, reimbursement of costs and expenses, and incentive awards to the Class representatives shall be paid solely from the Settlement Fund and distribution of any said payments will be authorized, at the discretion of the Court, upon motion by Plaintiff's counsel.

NEW IBERIA, LOUISIANA, this _____ day of _____, 2023.

JUDGE

**IN THE 16TH JUDICIAL DISTRICT COURT
FOR THE PARISH OF IBERIA
STATE OF LOUISIANA**

JOY MATURIN, *ET AL*,

Plaintiff,

v.

BAYOU TECHE WATER WORKS, INC., *ET AL*,

Defendant.

No. 00127719-A

**CLAIMS ADMINSTRATOR'S SUPPLEMENTAL REPORT ON THE
SETTLEMENT ALLOCATION AND DISTRIBUTION PLAN**

Pursuant to the terms of the Settlement Agreement approved for the above captioned matter, the plan for allocation and distribution of the Settlement Fund is as follows:

1. American Alternative Insurance Corporation ("AAIC") shall remit a second and final payment of \$975,000 to the Settlement Fund within twenty (20) days after the Effective Date of the Agreement.
2. The Settlement Fund shall be distributed to Class Members on a per-connection basis, resulting in an equal distribution for each Bayou Teche Water Works Customer and/or non-customer Class Member. As of end of the claim filing period, there was one (1) claim received from non-customer Class Members; additionally, there were no opt outs or objections received from Settlement Class Members¹. Therefore, each of the 3,349 Class Members shall receive an equal distribution from the Settlement Fund.
3. If the Court awards the attorneys' fees, costs, incentive awards, and administrative costs as described in the Motion for Preliminary Approval, the Settlement Class distribution amount will be \$155.27 per Class Member. See the Class Member Allocation Calculation table on the following page for detail.

¹ Declaration of Brad Madden in Support of Final Settlement Approval.

Class Member Allocation Calculation	
Description	Amount
Settlement Amount	\$1,000,000.00
(-) Attorney Fees	\$350,000.00
(-) Attorney Costs	\$25,000.00
(-) Incentive Awards	\$30,000.00
(-) Administrative Costs	\$75,000.00
(=) Funds for Distribution	\$520,000.00
Class Members	3,349
Distribution per Class Member	\$155.27
Remaining QSF Balance	\$0.77

4. If the Court ultimately approves amounts for attorneys' fees, costs, incentive awards, and administrative costs that are different than those identified in the table above, the distribution per Class Member of \$155.27 will be adjusted up or down accordingly.
5. Distributions to Class Members in the form of mailed check shall occur within thirty (30) days following receipt of funds from AAIC. Checks shall be void after ninety (90) days from the date of issuance.
6. If any payments are made to Class Members and remain uncashed after ninety (90) days from the date of issuance, those funds shall be forfeited by the Class Member and returned to the Settlement Fund.
7. After ninety (90) days from the date of issuance and forfeiture by the Class Members, a second distribution shall occur to Class Members who cashed their payment, provided sufficient funds remain in the Settlement Fund to issue a second distribution of at least five dollars (\$5), after administrative distribution costs estimated at \$7,000 to \$9,000. Checks shall be void after ninety (90) days from the date of issuance.
8. If insufficient funds exist following the first distribution, or any funds remain following a second distribution, the residual funds will be issued as a cy pres payment to one or more community non-profit organizations, determined by the Claims Administrator in agreement with Counsel for both parties.

s/Randi S. Ellis
Randi S. Ellis
Claims Administrator

22nd day of February 2023 in Baton Rouge, Louisiana.

**IN THE 16TH JUDICIAL DISTRICT COURT
FOR THE PARISH OF IBERIA
STATE OF LOUISIANA**

JOY MATURIN, *ET AL*,

Plaintiff,

v.

BAYOU TECHE WATER WORKS, INC., *ET AL*,

Defendant.

No. 00127719-A

DECLARATION OF BRAD MADDEN IN SUPPORT OF FINAL SETTLEMENT APPROVAL

I, BRAD MADDEN, hereby declare as follows:

I. INTRODUCTION

1. ***Personal Information.*** I am a Project Manager for Postlethwaite & Netterville, APAC ("P&N"). P&N was retained by the Claims Administrator in this case, and, as the project manager, I am personally familiar with the facts set forth in this declaration. If called as a witness, I could and would competently testify to the matters stated herein.
2. ***The Capacity and Basis of this Declaration.*** I am over the age of 21. Except as otherwise noted, the matters set forth in this Declaration are based upon my personal knowledge, information received from the parties in this proceeding (the "Parties"), and information provided by my colleagues at P&N and our partners.

II. BACKGROUND

3. ***Preliminary Approval.*** On January 6, 2023, the Court entered an order preliminarily approving the Settlement Agreement and the appointment of Randi Ellis as Claims Administrator. After the Court granted preliminary approval of the Settlement, P&N, on behalf of Randi Ellis, began to implement and coordinate the notice program and claims process.

4. ***The Purpose of this Declaration.*** I submit this Declaration to evidence P&N's compliance with the terms of the Preliminary Approval Order and detail P&N's execution of its role on behalf of the Claims Administrator.

III. CLASS NOTICE PROGRAM EXECUTION

5. ***Notice Database.*** P&N maintains a database of 3,348 Bayou Teche Water Works ("BTWW") customer records as of December 8, 2022 ("Customer Records") which was used to effectuate the direct notice campaign as outlined within the Settlement Agreement.
6. ***Mail Notice.*** On January 10, 2023, P&N coordinated and caused the mailing of the Postcard Notice to be mailed via First-Class Mail to Class Members for which a mailing address was provided in the Customer Records. A true and correct copy of the Postcard Notice is attached hereto as Exhibit A.
7. ***Mail Notice Delivery.*** Prior to the Postcard Notice mailing, all mailing addresses were checked against the National Change of Address (NCOA) database maintained by the United States Postal Service ("USPS"). In addition, the addresses were certified via the Coding Accuracy Support System (CASS) to ensure the quality of the zip code, and verified through Delivery Point Validation (DPV) to verify the accuracy of the addresses. P&N executed Postcard Notice mailings for 3,349 Class Members and supplemental mailings for 3 Class Members for which an initial Postcard Notices was not deliverable but for which P&N was able to obtain an alternative mailing address through (1) forwarding addresses provided by the USPS, (2) skip trace searches using the LexisNexis third party vendor database, or (3) requests received directly from Class Members. Mail notice delivery statistics are detailed in Section 10 below.
8. ***Publication Notice.*** On January 11, 2023, P&N coordinated and caused the publication of the class notice in the Daily Iberian. A true and correct copy of the Publication Notice is attached hereto as Exhibit B.

9. **Settlement Website.** On January 10, 2023, P&N published the case website, <https://www.BTWWSettlement.com>, to include details of the Settlement. By accessing the website, recipients are able to easily access the following documents and information:

- a. The Long Form Notice;
- b. The Summary Notice;
- c. The Claim Form;
- d. The Settlement Agreement and Release;
- e. The Motion for Preliminary Approval;
- f. The Court's Order Granting Preliminary Approval;
- g. Important Dates and Deadlines;
- h. Frequently Asked Questions (FAQs) and answers thereto; and
- i. Contact Information for the Claims Administrator.

IV. DIRECT NOTICE PROGRAM REACH

10. **Direct Notice Reach Results.** The Direct Notice Program reached a total of 3,334 (99.58%) Class Members¹ who were included in the Customer Records provided to P&N. Table 1 below provides an overview of dissemination and reach results for the Direct Notice Program.

Table 1: Direct Notice Program Dissemination Results		
Description	Volume (#)	Percentage of Customer Records (%)
Customer Records	3,348	100.00%
<i>Mail Notice</i>		
Total Postcard Notices Mailed	3,348	100.00%
(-) Total Postcard Notices Returned as Undeliverable	16	0.48%
<i>Mail Notice Re-Mailed</i>		
(+) Total Notices Re-mailed	3	0.09%
(-) Total Undeliverable (Re-Mailed) Notices	1	0.03%
Received Direct Notice	3,334	99.58%

V. CLAIM ACTIVITY

¹ A Settlement Class Member is considered "reached" by direct Notice if a Postcard Notice mailed to the Settlement Class Member has not been returned by the USPS as undeliverable.

11. ***Claim Processing and Review.*** A mail-in claim submission process was available for individuals and businesses who sustained damages as a direct result of receiving water service from BTWW between February 3, 2006 and the present, but were not a customer on December 8, 2022 and/or did not receive a Settlement Notice via U.S. Mail. As of February 17, 2023 P&N has received four (4) claim submissions. Two (2) of the Claim Form submissions were by Class Members who were included in the BTWW customer records as of December 8, 2022 and are otherwise eligible to receive a pro rata award if the Court finally approves the Settlement. One Claim Form submission was by a former resident not included in the BTWW customer records as of December 8, 2022 and is otherwise eligible to receive a pro rata award finally approves the Settlement. One Claim Form submission is from a resident whose non-resident parent is listed in the BTWW customer records as of December 8, 2022 and is duplicative of their claim. If the Court awards the requested attorneys' fees, costs, incentive awards, and administrative costs, the Settlement Class Recovery amount will be approximately \$155.27 per Class Member.

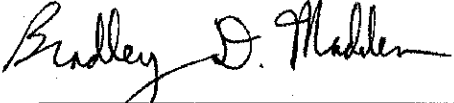
VI. EXCLUSIONS AND OBJECTIONS

12. ***Exclusions (Opt Outs) Received.*** P&N has not received any exclusion requests from Settlement Class Members as of February 22, 2023.

13. ***Settlement Objections.*** P&N has not received any objections from Settlement Class Members as of February 22, 2023.

VII. CERTIFICATION

I, BRAD MADDEN, declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct to the best of my knowledge. Executed on this 22nd day of February, 2023.



BRADLEY D. MADDEN



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Exhibit A: Postcard Notice

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

**ELECTRONIC SERVICE
REQUESTED**

3227*3*1**AUTO**ALL FOR AADC 707!!**

Settlement Claim ID: 123123456

First Name Last Name

Street Address

City, ST Zipcode

PRESORTED
FIRST CLASS
U.S. POSTAGE

PAID
FPI



Postal Service: Do not mark or cover barcode

SR69

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**



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Exhibit B: Proof of Publication



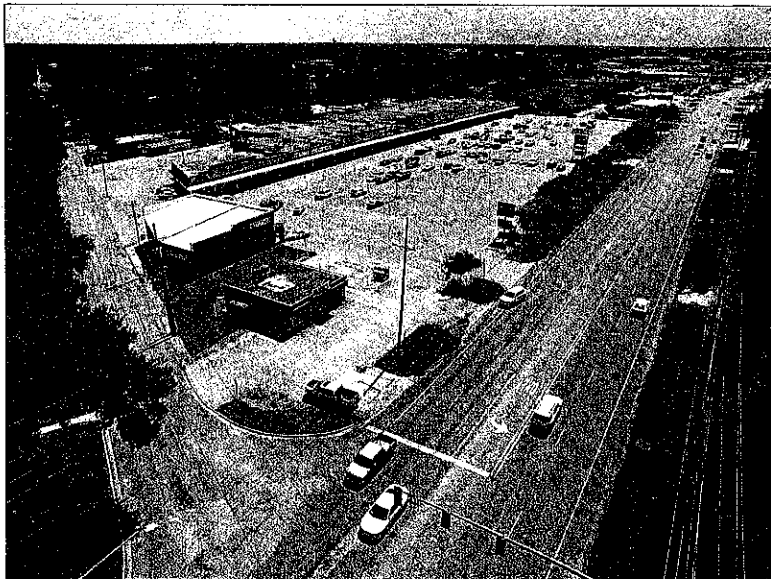
MALL

FROM PAGE A1

formed work for the revitalization. D'Argent Companies has completed more than 200 projects in 10 states and is committed to providing high-quality, well-maintained commercial properties that meet the needs of tenants and the communities they serve, according to the statement.

"We're excited to add The Iberia Mall shopping center to our portfolio," founder of the company Thomas Gallonardo said. "As a company, we have a long history of revitalizing properties and creating vibrant, sustainable communities. We look forward to working with the New Iberia community and our tenants to revitalize The Iberia Mall shopping center."

For leasing and sales information, please visit www.dargentcompanies.com, contact their corporate headquarters at 318-787-0049 or email info@dargentcompanies.com.



The Iberia Mall on Admiral Doyle Drive has been acquired by D'Argent Companies, which plans to focus on revitalizing the shopping center in New Iberia.

SUBMITTED/THE DAILY IBERIAN

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 BY THIS LEGAL ACTION. DO NOT ACT.

The District, 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 Enterprises Corporation ("AAEC") ("Defendants") regarding drainage allegedly sustained by individuals as a direct result of receiving water from BTWW between February 3, 2006 and the present ("Settlement"). The case is titled *Bayou Teche Water Works, Inc. et al. vs. 12719*.

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 clogs, suspended particles 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 or losses as a 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 and you wish to receive a cash payment, you must timely submit a Proof of Claim Form by February 3, 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 \$150,000.00 in attorneys' fees, \$25,000.00 in expenses, and an incentive payment of \$100,000.00 for each of the two Class Representatives. The amount awarded for attorneys' fees, expenses, and incentives shall be taken from 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 Longue Marie of Settlement and the Settlement Agreement and Release with the specific terms and conditions of the Settlement, please see www.BTWWSettlement.com or call 1-833-538-0779. You may also contact the Court directly in this case by visiting the Office of the Clerk of Court, 16th Judicial District Court for the Parish of Iberia, 308 Iberia Street, New Iberia, Louisiana, 70562. Please do not telephone the Court or the Court Clerk's Office to inquire about the Proposed Settlement or the class process.

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

www.BTWWSettlement.com 1-833-538-0779

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ENTER NOW!
2023
GROUNDHOG DAY
ESSAY CONTEST

HEY KIDS! GET OUT YOUR INK PENS, PUT ON YOUR THINKING CAP AND ENTER OUR CAJUN GROUNDHOG DAY ESSAY CONTEST.

WIN ONE OF THREE TERRIFIC PRIZES!

PIERRE C. SHADÉAUX

JEANERETTE

FROM PAGE A1

ing fire. The Louisiana Fire Marshal never released a cause of the incident, but arson was not suspected to be a cause.

The incident led to the owners of Mac's being unable to reopen the facility, and the future of the establishment has been up in the air for months.

For the Jeanerette community, the loss of Mac's hit especially hard due to the facility being the only grocery store in the city.

In the intermittent months, Raintree Market has been the primary store for Jeanerette residents thanks to a free shuttle service that was set up thanks to store owners and the Rev. Allen Randle of Lighthouse Missionary Baptist Church.

Bourgeois noted at Monday's meeting that the services offered to local residents had been a major help since the loss of the store. "They were very nice to offer transportation to travel to Baldwin," Bourgeois said. "They



Jeanerette Police Chief confirmed that a Mardi Gras Parade will be taking place in the town at Monday's Board of Aldermen meeting.

even took care of fuel and they partnered with the Lighthouse ministry for several months."

A committee had been formed to determine the future of the property, and after looking at several possibilities Bourgeois said Raintree was an optimal pick. Raintree Market opened in Baldwin in 2019, and has served as one of the main grocery establishments in West St. Mary Parish

ever since. "We're really excited for this store on the way," he said.

In other business, Chief Dusty Vallot made the announcement that Jeanerette will be having a Mardi Gras parade in February following discussions with the Jeanerette Mardi Gras Association.

Vallot said discussions on the issue had been positive, and the Jeanerette Police Department will be able to secure 24 additional officers to work the parade. The Mardi Gras route in downtown Jeanerette will last from noon to 7 p.m., and the parade itself will likely end between 3 and 4 p.m.

"We want to give some extra time for people to hang out and party," Vallot said.

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 A customer service representative is available Monday-Thursday 6 AM-5 PM and Friday 8 AM-3 PM.
The Daily Iberian

Any Iberia Parish resident 12 years old or younger is eligible to win one of three prizes to be awarded. The three top winners will be notified by phone and invited to the downtown ceremony for a photo and to receive their award on Thursday, February 2.

The theme of your essay should be why the Cajun Groundhog is important for New Iberia.

All entries must be received at The Daily Iberian no later than 5 PM January 20th. Entries may be hand written in black ink or emailed. Hand written entries may either be dropped off or mailed.

Mailed entries should be addressed: Pierre C. Shadéaux, C/O The Daily Iberian, P.O. Box 9290, New Iberia, LA 70562. Entries may be dropped off at The Daily Iberian, located on Main Street across from the Siman Theater.

Emailed entries should be sent to karla.borde@daily-iberian.com and the subject line should be Pierre C. Shadéaux.

All entries should include your name, age, home phone, parents' names, school, grade, and teacher's name.