

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF LOUISIANA

LISA T. LEBLANC, ET AL.

v.

TEXAS BRINE, LLC ET AL.

CIVIL ACTION

NO. 12-2059 AND CONSOLIDATED CASES

SECTION A (5)

HONORABLE JAY C. ZAINY

This pleading applies to No. 13-5227

ORDER OF PRELIMINARY APPROVAL
OF PROPOSED SETTLEMENT

Except as otherwise expressly provided below or as the context otherwise requires, all capitalized terms used in this Order of Preliminary Approval of Proposed Settlement shall have the meanings and/or definitions given to them in the Agreement ("Agreement") entered into by and between Class Counsel, on behalf of the Class, and Texas Brine. The original of the Agreement is filed in these proceedings as Exhibit A to the Motion for Preliminary Approval of Proposed Settlement (the "Motion") signed by or on behalf of the Class and Texas Brine.

On considering the Motion for Preliminary Approval of Proposed Settlement, filed by plaintiff class, as represented by Class Counsel for (i) preliminary approval of the Agreement and the Settlement as fair, reasonable, and adequate, and (ii) an order preliminarily certifying the Class as Defined, the Agreement and all exhibits thereto, the evidence submitted to the Court by the parties in support of this motion, the record of these proceedings, the recommendation of counsel for the moving parties, and the requirements of law, including, without limitation, Rule 23 of the Federal Rules of Civil Procedure, this Court finds, upon preliminary review, that (1) this Court has jurisdiction over the subject matter and parties to this proceeding; (2) the proposed Agreement is

the result of arms-length negotiations between the parties; (3) the proposed Agreement is not the result of collusion, (4) the settlement as proposed in the Agreement bears a probable, reasonable relationship to the claims alleged by the plaintiffs and the litigation risks of the settling parties; and (5) the settlement as proposed in the Agreement is within the range of possible judicial approval. This Court further finds that the proposed definition of the Class is appropriate. Accordingly:

IT IS ORDERED that:

- (1) The Agreement and all exhibits attached thereto and/or to the Motion and the Agreement are preliminarily approved by the Court as being fair, reasonable, and adequate, entered into in good faith, free of collusion to the detriment of the Class, and within the range of possible judicial approval.
- (2) The notice, in the form attached to the Motion as Exhibits B and C, and the dissemination of such notice as described in paragraph 13 of the Motion, is reasonable within the meaning of Federal Rule of Civil Procedure 23 and all other applicable law.
- (3) The following class (the "Class as Defined") is hereby preliminarily certified for settlement purposes only, and shall consist of the following. Capitalized terms used herein are defined in the Agreement:

"Class" or "Class Members" means any person or entity means any person or entity who are or were, at or after the time of the Sinkhole Occurrence, owners of, and any person or entity holding the right to sue on behalf of owners of, uninhabited land, including land with camps or structures that are not occupied as permanent residences, within a two mile radius of the Center Of The Sinkhole AND anyone specifically named as a plaintiff in *Sanchez, et al. v. Texas Brine Company, LLC*, No. 13-5277. The persons and entities specifically listed in Exhibit A to the Agreement are excluded from the Class.

In so holding, the Court finds that the prerequisites of Rule 23 of the Federal Rules of Civil Procedure are satisfied and that the Class as Defined may be certified.

- (4) Leah Payne is hereby preliminarily approved to appear on behalf of and serve as representative for the Class in the Class Action pursuant to Rule 23 of the Federal Rules of Civil Procedure.
- (5) Class Counsel previously approved by this Court in the *Leblanc* class -- i.e., Calvin C. Fayard, Jr., Lawrence J. Centola, III, Matthew B. Moreland, and Richard Perque – shall continue to appear on behalf of and serve as counsel for the Class in the Class Action pursuant to Rule 23 of the Federal Rules of Civil Procedure.
- (6) The funds deposited and to be deposited into the Settlement Fund be designated by the Court as a qualified settlement fund pursuant to the U.S. Internal Rev. Code §468B (26 U.S.C. §468B) and be regulated according to the regulations promulgated thereunder; this Court shall assume continuing jurisdiction over the Settlement Fund in accordance with U.S. Int. Rev. Code §468B (26 U.S.C. §468B) and the regulations promulgated thereunder; and the funds in such account be invested, disbursed, paid and/or transferred in accordance with the provisions of the Agreement.
- (7) Ralph Tureau shall be appointed as Administrator pursuant to to Rule 53 of the Federal Rules of Civil Procedure, with the authority set forth in Paragraph 12(e) of this Motion and the Agreement and, specifically, to: (i) 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; (ii) establish appropriate criteria for evaluation of claims of Class Members; (iii) review and evaluate 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 pro-rata 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 conduct 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, assist the Court in further settlement negotiations, or as the Court may direct.

- (8) Except as otherwise provided in the Agreement, the Settlement Funds shall be maintained and managed at interest under the supervision and orders of the Court.
- (9) No disbursements from the Settlement Fund shall be permitted, except in accordance with the Agreement, unless and until the Effective Date has occurred.
- (10) Any contingency fee contracts dated after September 1, 2015, shall not be enforceable, absent good cause shown following appropriate judicial proceedings.
- (11) The Court will approve a notice plan and the form of notices to putative Class Members after considering proposed forms of the same to be submitted by Class Counsel, with input and participation of Texas Brine.
- (12) Contemporaneous with approval of the notice plan and the form of the notices to putative Class Members, the Court shall set a fairness hearing to be held on **September 22, 2021 at 2:00 p.m.** to consider comments/objections regarding the

Agreement and the proposed settlement set forth therein and to consider its fairness, reasonableness, and adequacy under Rule 23 of the Federal Rules of Civil Procedure.

(13) The commencement and/or prosecution of any and all actions and proceedings (including discovery) arising from or related to the Sinkhole Occurrence and related acts and/or omissions by, or on behalf of, or through any Class Members against any of the Released Parties (excluding, therefrom, however, those proceedings within the Class Action necessary to obtain certification of the Class as Defined and final approval of the Settlement in accordance with the Agreement) are hereby stayed during the pendency of these settlement proceedings and until further ordered by this Court.

(14) The stay provided herein prohibits any other action arising out of, related to, or connected in any way with the Class Action and/or the Subject Matter of the Class Action from being certified as a class action.

(15) The Court reserves the right to approve the proposed Agreement with or without modification.

(16) Unless expressly agreed in writing by Class Counsel, the Class, and Texas Brine, if the Effective Date does not occur, pursuant to the terms of the Agreement, or in the event that the Agreement does not become effective as required by its terms or for any other reason, this Order of Preliminary Approval of Proposed Settlement shall become null and void regarding (1) the Released Parties, and (b) Class Counsel and the Class, and such parties shall be restored to their respective positions *status quo ante*, in such event, this Order of Preliminary Approval of Proposed Settlement shall have no force and effect regarding (aa) the Released Parties, and (bb) Class Counsel and the Class,

and in all events, nothing in this Order of Preliminary Approval of Proposed Settlement shall constitute, be construed as, or be admissible as evidence of an admission by any Released Party that the Class Action or any other proposed class action can be or is properly certified for trial or litigation purposes under rule 23 of the Federal Rules of Civil Procedure or any similar statute or rul.

(17) This Court shall maintain continuing jurisdiction over these settlement proceedings to assure the effectuation thereof for the benefit of the Class, including the allocation and distribution of all available settlement funds and hearing thereon.

August 11, 2021



JAY C. ZAINEX
UNITED STATES DISTRICT JUDGE

Linda W. Lewis

From: Receptionist
Sent: Wednesday, August 11, 2021 11:45 AM
To: Linda W. Lewis
Subject: FW: Activity in Case 2:12-cv-02059-JCZ-MBN Leblanc et al v. Texas Brine Company, LLC Terminate Motions

From: Efile_Notice@laed.uscourts.gov <Efile_Notice@laed.uscourts.gov>
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U.S. District Court

Eastern District of Louisiana

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Case Name: Leblanc et al v. Texas Brine Company, LLC

Case Number: 2:12-cv-02059-JCZ-MBN

Filer:

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ORDER granting [2502] MOTION Motion for Preliminary Approval of Proposed Settlement ; Fairness Hearing Hearing set for 9/22/2021 2:00 PM in the Courtroom of Judge Jay C. Zainey. Signed by Judge Jay C. Zainey.(Reference: 13-5227)(jrc)

2:12-cv-02059-JCZ-MBN Notice has been electronically mailed to:

Gary M. Zwain gzwain@duplass.com

George James Richaud gjr@yrm.com, tpanter@yrm.com

Richard Nelson Dicharry richard.dicharry@phelps.com, ashley.hinton@phelps.com, dawn.seruntine@phelps.com