**CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS**

**STATE OF LOUISIANA**

**NO: 2016-9374 DIV. “F”, SECTION 14 DOCKET:**

**JOSEPH ROBERT, et al.**

**VERSUS**

**STATE OF LOUISIANA,**

**SOUTHEAST LOUISIANA FLOOD PROTECTION**

**AUTHORITY – EAST AND ORLEANS LEVEE DISTRICT, ET AL**

**FILED:**

 **DEPUTY CLERK**

**PRELIMINARY APPROVAL ORDER**

**FOR CLASS ACTION SETTLEMENT**

On considering the Joint Motion for Preliminary Approval Of Class Action Settlement, the submissions of the moving parties, the record of these proceedings, the recommendations of counsel for the moving parties, the requirements of law, and further in consideration of the Court's familiarity with the law and with the Litigation, the Court finds, upon preliminary review, that (i) the Court has jurisdiction over the subject matter and parties to this proceeding; (ii) the Settlement is the result of arms-length negotiations; (iii) the Settlement bears a probable, reasonable relationship to the upside potential and downside risks attendant to the Litigation; and (iv) the Settlement is within the range of judicial approval. The Class Representatives and Class Counsel have represented to this Court, as evidenced by their signatures on the preliminary settlement agreement, that they believe that this settlement is fair, reasonable and adequate, and satisfies the criteria that this Court would subsequently consider during the fairness hearing, including:

1. The existence of fraud or collusion behind the settlement;

1. The complexity, expense and likely duration of the litigation;
2. The stage of the proceedings and the amount of discovery completed;
3. The probability of plaintiffs’ success on the merits of the case;
4. The range of possible recoveries that might be anticipated herein; and
5. The opinions of class counsel, the Class Representatives and absentees as to the fairness, reasonableness and adequacy thereof.

Accordingly:

**IT IS ORDERED** that the Settlement Agreement, attached hereto as Exhibit “A”, is preliminarily approved by the Court as being fair, reasonable and adequate, entered into in good faith after arms-length negotiations, and within the possible range of judicial approval;

**IT IS FURTHER ORDERED** that the Fairness Hearing, (at which the Court will consider objections to the Settlement, as well as its fairness, reasonableness and adequacy under the Louisiana Code of Civil Procedure, and at which the Court shall decide whether an Order and Judgment is to be entered and its contents), shall be conducted at the Civil District Court, Parish of Orleans, New Orleans, Louisiana, commencing on the \_\_\_\_\_\_ day of \_\_\_\_, 2025, at 10:00 o’clock a.m;

**IT IS FURTHER ORDERED** that, at the Fairness Hearing, Class Counsel and counsel for Defendants should be prepared to (i) respond to the objections, if any, filed by any Class member in accordance with the procedure and within the time limits as to be determined by the Court at a later date; and (ii) provide other information as appropriate, bearing on whether the Settlement should be approved;

**IT IS FURTHER ORDERED** that this Preliminary Approval Order shall become null and void, and shall be without prejudice to the right of the Parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Preliminary Approval Order, if (i) the Settlement is not finally approved by the Court, or does not become final, pursuant to the terms of the Settlement Agreement; (ii) the Settlement is terminated in accordance with the Settlement Agreement; or (iii) the Settlement does not become effective as required by the terms of the Settlement Agreement for any other reason. In such event, the Settlement shall become null and void and shall have force and effect only with respect to provisions by their terms remains pertinent, and neither the Settlement Agreement nor the Court's orders, including this Order, shall be used or referred to in the prosecution or defense of the Litigation;

**IT IS FURTHER ORDERED** that this Order shall be of no force or effect if the Settlement does not become final and shall not be construed or used as an admission, concession or declaration by the Parties, or as a waiver by the Parties of any defenses or claims;

If the Settlement Agreement expires or terminates for any reason, the Court will confer with the parties as to reassignment of a trial date, giving reasonable time for trial preparations, including medical evaluations and discovery;

**IT IS FURTHER ORDERED** that this Court reserves the right to continue the Fairness Hearing without further notice, except that which may be provided at the time and place prescribed for the Fairness Hearing; and

**IT IS FURTHER ORDERED** that this Court shall maintain continuing jurisdiction over these settlement proceedings with respect to settlement of the Litigation to assure the effectuation thereof for the benefit of the Class and all other Persons, including the allocation and distribution of available Settlement Funds.

Thus done and signed, this\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2025.

**CDC-ORLEANS JUDGE JENNIFER M. MEDLEY**