

Joseph Robert, et al v. State of Louisiana, et al
Civil District Court for the Parish of Orleans
State of Louisiana
No. 2016-9374, I-14

July 7, 2025

NOTICE OF SETTLEMENT TO CLASS

Plaintiffs and Compromising Defendants, the Southeast Louisiana Flood Protection Authority - East and the Orleans Levee District, have agreed to settle this litigation. The Compromising Defendants have approved the allocation of three million three hundred eighty thousand dollars (\$3,380,000) for resolution of the class claims against the Compromising Defendants. The Compromising Defendants have also allocated forty-five thousand dollars (\$45,000.00) for reimbursement of expert expenses incurred by the class in prosecution of this suit. The Compromising Defendants have also agreed to pay for a boundary survey of each class property, which will note the agreed-upon servitude, and to file these surveys into the mortgage and conveyance records. Defendants have agreed to pay costs and attorney fees. The Class will grant a servitude of six feet to the Defendants for 30 years. The above amounts were approved by the Board of the Southeast Louisiana Flood Protection Authority - East and West. This settlement, achieved after nine years of vigorously contested litigation, provides an efficient and effective resolution of these property-takings claims. The settlement was supported by several experts and the class representatives.

Appraiser Jimmie Thorns' affidavit supports the benefits and fairness of the settlement and that the settlement is within the range of possible recovery for the plaintiffs' claims. Attorney Randall Smith's affidavit further supports approval of this settlement and notes that the creation of servitudes provides an effective and efficient mechanism to resolve this litigation. The surveys, payments, servitudes and other relief will benefit the class members and the Compromising Defendants by establishing the boundaries and restrictions on properties abutting the London Avenue Canal. This settlement will also benefit the citizens of New Orleans by establishing access to properties abutting the London Avenue Canal for maintenance and improvement of the levees. Details of the settlement have been posted on the website and summarized in the following paragraphs.

I. The Elements of the Settlement Agreement.

1. The Flood Protection Authority shall pay two million nine hundred fifty thousand dollars (\$2,950,000) in exchange for a 30-year recordable servitude across the rear six feet of each class property as determined by a survey of each class property to be obtained at the expense of the Flood Protection Authority. The property owner agrees he/she shall not place, or caused to be placed, within six feet of the rear property line or the levee toe, whichever is greater, any object, material or manner of any kind or character which obstructs or interferes with the safety of the levees, or is an obstacle to the inspection, construction, maintenance, or repair of any levee, and grants servitude, in favor of the Southeast Louisiana Flood Protection Authority-East and Orleans Levee District, who obtains the right, after 48-hours' notice to the property owner, to remove the object or objects, structures or other obstructions within this servitude at the owner's expense. The servitude-based settlement does not require the sale of the rear of any properties along the London Avenue Canal but does provide the Flood Protection Authority with a right of access and an obligation of maintenance. The servitude shall not include above or below-ground infrastructure. This servitude shall expire 30 years from the date of its required filing in the mortgage and conveyance records.

The distribution of the two million nine hundred fifty thousand dollars (\$2,950,000) among the class members shall be made at the price of \$30.56 per square foot of land that falls within the new established servitude on each participating class property (6 feet multiplied by the width of each property established by the survey) for each class member who provides a proof of claim. In the event the survey of each property obtained by Southeast Louisiana Flood Protection Authority-East reveals the levee toe to be situated within the rear property line of any specific class property, the servitude for that specific class property shall extend to six feet from the levee toe as determined by that survey. The surveys of the class properties shall be completed within 120 days of final approval of the settlement by the Court, which occurred on Wednesday, June 25, 2025. This deadline may be extended in the event of a declared emergency that delays the surveys, or upon agreement.

2. The Flood Protection Authority will also pay two thousand dollars (\$2,000.00) per class property participating in the settlement to settle claims for equitable relief asserted in the subject lawsuit

(maximum \$430,000.00). The counsel for the class expects that all compensation will be paid in December of 2025.

3. Class counsel's expert fees associated with this matter, not to exceed forty-five thousand dollars (\$45,000.00), shall be reimbursed by the Flood Protection Authority to counsel within thirty days of counsel submitting proof of payment of said expert fees to the Flood Protection Authority.
4. The above payments will be made in exchange for full and final release and dismissal, with prejudice, of all claims asserted against the Southeast Louisiana Flood Protection Authority-East and Orleans Levee District in the subject class action lawsuit.
5. The Class, nor any class member, will be required to pay attorney fees as all fees will be approved by the Court and paid by the defendants.
6. A claims process will be established whereby, upon completion of the survey establishing both the location of the levee toe and the rear property line for each class property and the title/abstract to establish the owners of each class property. Upon proof of current title ownership of the property, the property owners will be paid the above-referenced amounts in accordance with the following:
 - a. By July 25th the Flood Protection Authority will deposit the total sum of three million three hundred eighty thousand dollars (\$3,380,000), which is the sum of the payments required by paragraphs (1) and (2), into an escrow account, the registry of the court, or another account as agreed upon by counsel for the parties.
 - b. The owner(s) of each class property shall receive a disbursement of \$2,000 per class property to be divided among the owners of each property in accordance with the owner's share of the property.
 - c. The owners of each class property shall receive a disbursement equal to \$30.56 per square foot of land that falls within the established servitude on each property (6 feet multiplied by the width of each property established by the survey), per class property, to be divided among the owners of each property in accordance with the owner's share of the property.
 - d. The owners of any class property for which additional payments are owed under paragraph (1)(c) for a servitude greater than six feet from the rear property line shall then be paid according to the provisions of paragraph (1)(c).

- e. At the conclusion of the proof of claim and disbursement process established pursuant to this paragraph, any unpaid amounts remaining out of the \$3,380,000 payment/reimbursement of administrative expenses incurred as a result of this settlement will be returned to Defendants.
 - f. The counsel for the class expects that all compensation will be paid in December of 2025.
- 7. The cost for surveying each class property will be paid by the Flood Protection Authority.
 - 8. The cost for title research, abstracts, drafting of the servitude, and recording the servitude in the mortgage and conveyance records of the City of New Orleans for each class property will be paid by the Flood Protection Authority.
 - 9. The Flood Protection Authority shall file, at its expense, the servitude in the mortgage and conveyance records for Orleans Parish for each of the class properties.
 - 10. The cost for administration of the claims process will be paid by the Flood Protection Authority.
 - 11. The parties, agree the City of New Orleans and Orleans Parish School Board shall be included in a Sub-Class, subject to court approval, which will account for their need for additional coordination regarding flood protection via retention ponds, and which the procedure for compensation and valuation of their properties will be determined by the parties at a later date. This Agreement does not obligate the Flood Protection Authority to compensate the City of New Orleans or the Orleans Parish School Board in any way at this time. The Sub-Class will include the City and OPSB properties, and the relative 6-foot servitudes would total 5,016 linear feet and 30,096 square feet.
 - 12. No more than 10% of the class properties can object to the settlement. Any class member who objects will not receive any settlement payments. The objection of class members shall not increase the settlement payments to class members who do not object or affect the price per square foot referenced above. Opt-outs by the City of New Orleans and/or Orleans Parish School Board shall not count against the 10% calculation. The parties agree that an objection period for all class members may be extended for 30 days beyond the completion of the property surveys referenced above should the surveys result in the calculation of the price per square foot as provided for that is more than 50% below \$30.56 per square foot for the residential members of the class and Dillard University.

13. The OPSB owns at least one property abutting the London Avenue Canal, the Gregory Junior High site at 1700 Pratt Drive. The City of New Orleans owns several properties abutting the London Avenue Canal.

II. The Benefits of The Settlement To The Class

Under the Preliminary Settlement Agreement, both the Class members and the Defendants will undoubtedly derive considerable and significant benefits. These benefits were presented to the Class members at a 5:30 p.m. meeting on May 7, 2025, at the Nora Navra Library located at 1902 St. Bernard Avenue, New Orleans, Louisiana 70116, including:

1. The Settlement does not require the Class members to sell any of their property;
2. The Settlement will facilitate maintaining the status quo on the London Avenue Canal levee;
3. The servitude granted by each respective Plaintiff will only apply to surface rights and access, not to mineral or air rights;
4. The Settlement preserves each property owner's rights to sell their entire property (including the servitude);
5. The Settlement provides an expanded degree of notice to any Class member, in the event they receive notice of any alleged infringement upon the servitude;
6. The Settlement requires significant monetary compensation for each square foot of property (servitude) subject to the six-foot restrictions of La. R.S. 38:225, as amended in 2015. The compensation formula for the servitude area alone is calculated on a formula that multiplies the back width of each property by the servitude depth of six (6) feet to determine the total square footage of the servitude, which in turn is multiplied by the square-footage price of \$30.56. Thus, the servitude for a property with a 40-foot back width would be valued at \$7,334.40; a 50-foot back width - \$9,668.00; a 60-foot back width - \$11,001.60; a 70-foot back width - \$12,835.20.
7. The Settlement also includes separate monetary compensation (\$2,000.00) for each property within the Class definition/area;
8. The Settlement includes a recorded survey of each property's boundaries and the area subject to the servitude, at no cost to any Class member;

9. The Settlement mandates that the servitude acquired by Defendants has only a 30-year duration, and each property owner or subsequent purchaser of said property may negotiate additional payments after the expiration of the original 30-year servitude if the Flood Protection Authority desires to renew the servitude;
10. The Settlement requires Defendants to pay/reimburse Plaintiffs' expert fees; and
11. The Settlement requires that Defendants pay the Class attorney's fees, as approved by the Court.

III. LIMITATIONS OF SETTLEMENT

Settlement of this matter does not preclude the Southeast Louisiana Flood Protection Authority-East and/or Orleans Levee District from engaging in actions to enforce its rights under the servitude granted herein. Additionally, settlement of this matter does not preclude Southeast Louisiana Flood Protection Authority-East and/or Orleans Levee District from engaging in future necessary actions that may cause an interference with the class properties, including but not limited to, appropriation. It is agreed that this settlement does not apply to, or extinguish, any claims, whether in tort, injunctive relief, expropriation or otherwise, by class members against Southeast Louisiana Flood Protection Authority-East and/or Orleans Levee District arising out of any future actions by the Southeast Louisiana Flood Protection Authority-East and/or Orleans Levee District outside of the terms, scope or area of the servitude granted herein by the class property owner in favor of the Southeast Louisiana Flood Protection Authority-East and Orleans Levee District.