

Civil District Court for the Parish of Orleans
STATE OF LOUISIANA

No. 1993 - 14333
2011 - 05733

Section: 15 - A

JOHNSON, JOHN ET AL
versus
ORLEANS PARISH SCHOOL BOARD ET AL

Date Case Filed: 8/31/1993

NOTICE OF SIGNING OF JUDGMENT

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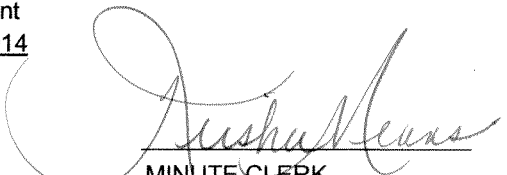
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In accordance with Article 1913 C.C.P., you are hereby notified that Judgment
in the above entitled and numbered cause was signed on January 27, 2014
New Orleans, Louisiana.
January 27, 2014


MINUTE CLERK

**Civil District Court for the Parish of Orleans
STATE OF LOUISIANA**

New Orleans LA 70112

Richard Bryan, Esq.
1120 20th St. N.W.
Suite 300 South
Washington DC 20036

In accordance with Article 1913 C.C.P., you are hereby notified that Judgment
in the above entitled and numbered cause was signed on January 27, 2014
New Orleans, Louisiana.
January 27, 2014


MINUTE CLERK

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

NO. 93-14333
c/w 94-5446
c/w 94-12996
c/w 95-13271
ALL CASES

DIVISION "A"

SECTION 15

JOHN JOHNSON, *ET AL.*

VERSUS

ORLEANS PARISH SCHOOL BOARD, *ET AL.*

FILED _____

DEPUTY CLERK

**ORDER PRELIMINARILY APPROVING
CLASS-WIDE SETTLEMENT BETWEEN PLAINTIFFS AND
NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

Following the December 11, 2013 hearing held on the Joint Motion and Incorporated Memorandum for Preliminary Approval of Class-Wide Settlement (hereinafter, the "Joint Motion for Preliminary Approval"), filed by the plaintiffs and National Union Fire Insurance Company of Pittsburgh, Pa. ("National Union"),¹ and finding that the "*John Johnson* Class Action Preliminary Settlement Agreement" (hereinafter, the "PSA") meets the applicable criteria for preliminary approval, this Court hereby finds and ORDERS as follows:

1. PRELIMINARY APPROVAL OF CLASS-WIDE SETTLEMENT.

The proposed Settlement between the *John Johnson* Class Members and National Union, as set forth in the PSA, appears, upon preliminary review, to be fair and reasonable, the result of arm's-length bargaining and negotiations, and within the range of reasonableness to support possible final approval. Upon review of the PSA, the Settling Parties' Joint Motion for Preliminary Approval, and the evidence presented therewith and in support thereof, this Court finds that (i) there is no reason to doubt the proposed Settlement's fairness and adequacy; (ii) the proposed Settlement has no obvious deficiencies; and (iii) the proposed Settlement does not grant preferential treatment to any Class Member (including any Class Representatives), or excessive compensation to Class Counsel. Accordingly, the proposed Settlement, the terms of

¹ The Settling Plaintiffs and National Union, appearing through their respective counsel of record, are sometimes collectively referred to herein as the "Settling Parties."

which are described by and encompassed in the PSA and the exhibits thereto, shall be submitted to the *John Johnson* Class Members for their consideration, and for a hearing under Louisiana Code of Civil Procedure Article 594(A) and (B). **The PSA is hereby approved and made a part of this Order.**

2. FINAL FAIRNESS HEARING.

A Final Fairness Hearing will be held before this Court, the Honorable Tiffany G. Chase, Judge, Division "A," at the Civil District Court for the Parish of Orleans, 421 Loyola Avenue, New Orleans, Louisiana, in Room 304A, on a date to be determined at the January 9, 2014 hearing, to consider whether the proposed Settlement should be given final approval.

- a. Class Members wishing to object to the fairness of any portion of the proposed Settlement must voice those objections in writing, and mail those objections to the appropriate parties in compliance with the Court-approved Notice.
- b. Any Person who objects to the Settlement, the Final Judgment to be entered thereon, or the award of attorneys' fees and costs, or who otherwise wishes to be heard by the Court on any aspect of this Settlement, may appear in person or by his or her attorney, at his or her own expense, at the Final Fairness Hearing, and present, as the Court allows, any evidence or argument that may be proper and relevant. However, no such Person shall be heard, and no papers, briefs, pleadings, or other documents submitted by any such Person shall be received and considered by the Court, unless no later than fifteen (15) days prior to the Fairness Hearing such Person has filed with the Court: (a) the specific grounds for such objections, and any reasons why such Person desires to appear and to be heard, as well as all documents or writings that such Person desires the Court to consider; and (b) if the Person wishes to appear and be heard at the Final Fairness Hearing, a notice of intention to appear and, if such Person is represented by counsel, an appearance of such counsel. All of the foregoing documents must also be served upon all of the counsel listed in the Notice, contemporaneously with the filing of such documents with the Court. Any Person who fails to object in the manner set forth in the Notice, and in Paragraph III.11 of the PSA, shall be deemed to have

forever waived his, her, or its objections to the Settlement, and shall forever be barred from making any such objections in the Litigation, as defined in the PSA, or in any other action or proceeding, unless this Court in its discretion shall thereafter otherwise direct, upon application of such Person and for good cause shown.

- c. Objections, as described above, by the *John Johnson* Class Members to the proposed Settlement will be considered to be in compliance with the Notice if filed in writing with the Clerk of Court, and, if applicable, any Court Appointed Disbursing Agent (“CADA”) approved by the Court, on or before a date to be determined at the January 9, 2014 hearing, as well as served upon all of the counsel listed in the Notice.
- d. Class counsel and counsel for National Union should be prepared at the Fairness Hearing to respond to any objections, and to provide other information, as appropriate, bearing on whether the proposed Settlement should be approved.

3. NOTICE.

The proposed Notice Plan and Notice, attached as Exhibits “H” and “I,” respectively, to the Joint Motion for Preliminary Approval, **are hereby approved**. Notice shall be disseminated to the *John Johnson* Class Members in accordance with the terms of the Notice Plan (as set forth in Paragraph III.3 of the PSA), commencing on a date to be determined at the hearing on January 9, 2014, subject to the terms, conditions, and provisions of the PSA relevant thereto. Specifically, the Notice of the terms and conditions of the Settlement set out with specificity will be provided to the *John Johnson* Class Members as follows:

- a. Publication in newspapers including The Times Picayune (New Orleans, (once each week during two consecutive weeks, day of highest circulation, print and online); The New Orleans Advocate (once each week during two consecutive weeks, day of highest circulation, print and online); and The Louisiana Weekly (New Orleans) (once, day of highest circulation, print and online);

- b. Requesting posting of the terms of the Settlement at the Civil District Court for the Parish of Orleans, as well as other public buildings and public places in and around the Geographic Area of the Class as may be ordered by the Court;
- c. Posting of the terms of the Settlement on the firm websites for all Class Counsel who have firm websites, on the Internet by Sylvain Solutions; and on a specially created website for this Settlement; and
- d. With regard to the *John Johnson* Class Members who timely submitted Proof of Claim forms, the Claims Administrator shall cause the proposed terms of the Settlement to be mailed to the last known address of each of those individuals.

4. THE SETTLEMENT FUND.

Subject to final approval of this Settlement by this Court, and subject to the relevant terms of the PSA, National Union has agreed to pay SIX MILLION EIGHT HUNDRED THOUSAND DOLLARS and 00/100 (\$6,800,000.00) (the "Settlement Fund") in full, complete, and final settlement of the Litigation, all Released Claims, and any obligations National Union might otherwise have to pay for Notice of Settlement to Class Members, the claims of the Plaintiffs, interest, the costs of administration of the Settlement, and/or the cost of the Litigation, including attorneys' fees on behalf of the Class, the November 4, 2013 Amended Judgment and Reasons for Judgment entered in favor of certain individual Class Members, any amendments thereto on appeal or otherwise, and any other judgments entered in favor of any or all Class Members. As set forth in the PSA, payment of this Settlement Fund shall be the exclusive monetary obligation of National Union in connection with any aspect of this Settlement. A portion of the Settlement Fund may be used to effectuate notice to Class Members of the Settlement. The Settlement Fund shall be placed in the registry of the Court as further described in the PSA.

5. ATTORNEYS' FEES, LITIGATION EXPENSES, AND SETTLEMENT ADMINISTRATIVE COSTS.

Class Counsel shall, at or prior to the Fairness Hearing, file a Petition for Attorneys' Fees, Costs, and Expenses (the "Fee Petition"), subject to Court approval.

Any dispute concerning the allocation of any attorney fee award amongst Class Counsel or any other attorney shall be a separate and severable matter from the Final Order and Judgment in the Litigation, as contemplated by the PSA.

Any amounts awarded for attorneys' fees, litigation expenses, and settlement administrative costs (as defined in Paragraph I.W of the PSA) shall be payable solely out of the Settlement Fund and shall reduce the Settlement Fund available to Participating Class Members. Except as set forth in Paragraph III.13 of the PSA, all parties shall bear their own attorneys' fees, costs, and expenses related to the litigation.

6. IDENTIFICATION OF PARTICIPATING CLASS MEMBERS.

Class Counsel has represented to this Court that they have used, and shall continue to use, their best efforts to identify, by name, Social Security Number (if available), and address the Plaintiffs who meet the criteria to be Participating Class Members, as defined by the PSA, and who are expected to participate in the Settlement.

Information about this Settlement shall be displayed on the websites of all Class Counsel and/or their firms who have regularly maintained websites. However, the information posted on said websites is not to be considered an Official Notice of the Court, and shall direct any reader to either an Official website established solely for the purposes of this Settlement, or to the Official Notice to be published with this Court's approval and authority.

7. COURT-APPOINTED DISBURSING AGENT (CADA).

In the event this Court and Class Counsel determine additional assistance is needed to distribute the Settlement Fund in accordance with the terms of the PSA, the accounting firm of Bourgeois Bennett, L.L.C., or a comparable entity approved by the Court, may be retained as the Court-Appointed Disbursing Agent ("CADA"), to perform the duties associated with the evaluation and allocation process and disbursement of funds, and as otherwise may be ordered by this Court.

In the event a CADA is appointed by this Court, the CADA shall perform the duties and responsibilities as set forth by this Court and under the supervision of this Court and/or its designee. If appointed, the CADA will be expressly charged with the responsibility to perform the duties associated with the evaluation and allocation process and disbursement of Settlement

Funds, and as otherwise may be ordered by the Court. Duties of the CADA may include, but are not limited to: (i) administration of the Notice Plan; (ii) assisting the Court and/or the Special Master (if one is appointed, as set forth below) in the following: maintaining records pertaining to receipts and disbursements; managing the financial aspects of claims, fees, costs, and expenses; collecting and reporting of all information necessary for compliance with the MMSEA, the MSP, and any applicable rules or regulations promulgated pursuant to those statutes; setting aside portions of the Settlement Fund necessary for compliance with the reimbursement obligations set forth in the MMSEA, the MSP, and any applicable rules or regulations promulgated pursuant to those statutes, and ensuring transmittal of those reimbursements in a timely and proper manner; and the computerized generation and preparation of all data regarding evaluation of claims and identification of Medicare Recipients; (iii) disbursement of the Settlement Fund; and (iv) the administration of the Settlement Fund, subject to further orders and direction of the Court. Any CADA shall be paid from the Settlement Fund, which will reduce the amount available for distribution to Class Members.

8. SPECIAL MASTER.

The Court determines that it is not necessary, at this time, to appoint a Special Master pursuant to La. Rev. Stat. 13:4165. However, if the Court later determines that a Special Master is needed to effectuate this Settlement, then the Special Master shall have authority to contract with others or to appoint such agents as may be necessary to carry out his or her responsibility as Special Master. The Special Master shall carry out such responsibilities in as economical and effective a manner as possible, and shall consult with and report to the Court and to Class Counsel on a regular basis. The duties of the Special Master, if one is appointed, shall be specifically set forth in the Order of appointment as deemed necessary to assist the Court and Class Counsel in accordance with the PSA.

The duties of the Special Master, if one is appointed, may include, but are not limited to, the following: (i) to establish, conduct, and manage the claims administration process and retain assistants, but only after providing sufficient evidence to the Court to establish that an assistant or assistants is or are needed; (ii) to collect all information necessary for identification of Settling Plaintiff Medicare recipients and compliance with the reporting, Medicare reimbursement, and

other obligations set forth in the MMSEA, the MSP, and any applicable rules or regulations promulgated pursuant to those statutes; (iii) to formulate fair, equitable, and reasonable procedures for the claims process, the allocation of the settlement to Participating Class Members, and distribution of the Settlement Fund; (iv) to evaluate all claims and distribute the Settlement Fund in accord with the criteria established; (v) to determine and ensure reimbursements to Medicare out of those portions of the Settlement Fund allocated to Settling Plaintiff Medicare recipients in the manner and amounts required under the MMSEA, the MSP, and any applicable rules or regulations promulgated pursuant to those statutes, before any of the Settlement Funds are distributed to any Settling Plaintiff; (vi) to recommend to the Court the necessary reserves from the Settlement Fund to effectuate adequate and reasonable management of the allocation process, including fee and cost reserves; (vii) to conduct hearings of Participating Class Members' allocation objections and allocation protocol; (viii) to 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; and (ix) to assist the Court and Class Counsel, as necessary and in accordance with this PSA.

The Special Master, if one is appointed, shall have the power to implement reasonable procedures designed to protect and prevent payment of fraudulent claims, to ensure compliance with the MMSEA, the MSP, and any applicable rules or regulations promulgated pursuant to those statutes, including the identification of Medicare recipients and the reimbursement to Medicare out of those portions of the Settlement Fund allocated to Settling Plaintiff Medicare recipients in the manner and amounts required, and otherwise to assure an acceptable level of reliability and quality control for claims processing, and all other things necessary to promote fair, full, and final settlement of claims, and administration of claims and distribution process, as so ordered by the Court.

The Special Master, if one is appointed, shall also exercise his or her rights and responsibilities as follows:

- a. The Special Master shall have the authority to engage support personnel to assist in the exercise of his or her duties, and he or she shall obtain prior

approval of the Court before the selection of any attorneys or other personnel who may assist him or her.

- b. The Special Master shall be compensated from the Settlement Fund, which shall reduce the amount available for distribution to Class Members.
- c. The Special Master shall submit to this Court, with a copy to counsel for the Settling Parties, monthly reports with respect to the administration and management of the Settlement Fund.
- d. All decisions rendered by the Special Master shall be in writing and shall be made of record.
- e. In the event the total sums recommended by the Special Master to be awarded to the class members of the *John Johnson* Plaintiff Class exceed the total sum available in the Settlement Fund, the awards shall be reduced and paid on a pro rata basis.
- f. The Special Master shall **not** have authority to:
 - (i) Conduct any pre-trial or trial proceedings, except for status conferences as the Special Master deems necessary for purposes of administering and managing the Settlement Fund, and only after giving notice to the Court of the scheduling of any such status conference;
 - (ii) Sanction any party; or
 - (iii) Consider the amount of the Settlement Fund or exhaustion thereof as a limitation in making an award.

NEW ORLEANS, LOUISIANA this 27th day of January, 2014.


JUDGE