

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

ELIAS JORGE "GEORGE"
ICTECH-BENDECK,
Plaintiff

VERSUS

PROGRESSIVE WASTE SOLUTIONS
OF LA, INC., ET AL.,
Defendants

Applies to: All Cases

CIVIL ACTION

NO. 18-7889
c/w 18-8071,
18-8218, 18-9312

SECTION: "E" (5)

JUDGE: Morgan
MAGISTRATE JUDGE: North

**REVISED MOTION FOR PRELIMINARY APPROVAL
OF PROPOSED SETTLEMENT**

NOW INTO COURT, come the undersigned Putative Class Counsel, on behalf of the Putative Class Representatives and the Putative Class, who, in accordance with this Honorable Court's Order (Doc. 478), file the instant Revised Motion for Preliminary Approval of Proposed Settlement, to wit:

Except as otherwise expressly provided below or as the context otherwise requires, all capitalized terms used in this Motion for Preliminary Approval of Proposed Settlement (the "Motion") 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 the Parish of Jefferson, the original of which is attached to this Motion as Exhibit 1.

The Class, represented herein by Class Counsel, Lawrence J. Centola, III, Jason Z. Landry, Bruce C. Betzer, Douglas S. Hammel, Kacie F. Gray, John D. Sileo, and Seth H. Schaumburg, respectfully represent to and move the Court as follows:

1 .

Class Counsel, on behalf of the Class, and the Parish of Jefferson have agreed on a proposed compromise settlement of all Claims of the Class arising from or related to the Release Occurrence and related acts and/or omissions, against the Released Parties.

2 .

All terms, definitions, provisions, reservations, and conditions of such compromise settlement are more particularly set forth in the Agreement that is attached hereto as Exhibit 1, all of which terms, definitions, provisions, reservations, and conditions as well as Exhibits A, B, and C thereto are made part of this Motion as though copied herein in extenso. To the extent that there may be any conflict between the terms, definitions, provisions, reservations, and conditions set forth in this Motion and those set forth in the Agreement, the terms, definitions, provisions, reservations, and conditions of the Agreement shall govern.

3.

The purposes and intent of all parties to this proposed settlement are (a) to settle all Claims of the Class against the Released Parties; (b) to terminate and extinguish any liability of the Released Parties for all Claims of the Class; and (c) to dismiss on the merits and with prejudice all claims of the Class arising from or related to the Release Occurrence and related acts and/or omissions, against the Released Parties.

4.

As noted in the Agreement, Class Counsel, on behalf of the Class, and the Parish of Jefferson have agreed to, and do hereby propose, the following class for preliminary certification by the Court pursuant to the Agreement and Rule 23 of the Federal Rules of Civil Procedure (the "Class as Defined"). Capitalized terms used herein are defined in the Agreement:

"Class" or "Class Members" means any and all individuals who, during the time period of July 1, 2017 through December 31, 2019, lived and/or resided

in the Class Area. The persons and entities specifically listed in Exhibit B to the Agreement are excluded from the Class.

The term “Class Area” shall mean and refer to the geographic area as follows:

The geographical boundary within the Parish of Jefferson, State of Louisiana, starting at the intersection of Jerome S. Glazer Airport Access Rd. and West Napoleon Ave (including the canal extending westward from the intersection of West Napoleon Ave and Williams Blvd) then proceeding eastward along West Napoleon Avenue until its intersection with North Causeway Boulevard, then proceeding south along Causeway Boulevard until its intersection with River Road, then proceeding south across the Mississippi River until the intersection of Lapalco Boulevard and Bayou Segnette, then proceeding west until the southernmost end of S. Jamie Boulevard, then proceeding west until the southernmost end of Ruth Drive, then proceeding west/northwest to the intersection of Hwy 90 and the St. Charles Parish/Jefferson Parish line, then proceeding north along the St. Charles Parish/Jefferson Parish line to River Road, then proceeding north along the St. Charles Parish/Jefferson Parish line from River Road to Airline Hwy, then proceeding east along Airline Hwy until its intersection with Jerome S. Glazer Airport Access Rd., then proceeding north until the intersection of Jerome S. Glazer Airport Access Rd. and West Napoleon Ave (including the canal extending westward from the intersection of West Napoleon Ave and Williams Blvd).

The Class Area Map is attached to the Agreement as Exhibit C.

Also included in the class are the persons listed as Class Members on Exhibit A to the Agreement.

5.

Class Counsel move that the Court preliminarily approve Elias Jorge “George” Ictech-Bendeck, Nicole M. Landry-Boudreaux, Mona Bernard, Phil Adams, Robyn Crossman, Kayla Anne Steele, Ann Williams, and Ophelia Walker to appear on behalf of and serve as representatives for the Class in the Class Action pursuant to Rule 23 of the Federal Rules of Civil Procedure.

6.

Class Counsel move that the Court preliminarily approve Lawrence J. Centola, III, Jason Z. Landry, Bruce C. Betzer, Douglas S. Hammel, Kacie F. Gray, John D. Sileo, and Seth H. Schaumburg 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.

7.

As noted in the Agreement, the Parish of Jefferson has agreed to pay \$4,500,000 in settlement on or before February 3, 2025.

8.

Movers represent to the Court that the proposed settlement has been reached through extensive and intensive negotiations by which the settling parties have reached agreement through arms-length bargaining without any collusive practices among them.

9.

Movers suggest that among the factors favoring settlement on the terms proposed in the Agreement are:

- a. The uncertainty of the issues affecting liability, including fault and apportionment thereof, causation, injury, damages, and other legal issues.
- b. The assurance to be gained for the benefit of the Class that a substantial recovery will be obtained regardless of the outcome of further litigation.
- c. The economy of costs/exposure reduction for the benefit of the Released Parties.
- d. The costs of continued litigation for the benefit of the Class.
- e. The prevailing consideration in all compromises and settlements that each party, whether the Class or the Parish of Jefferson, weighs the advantages of settlement against the risks of loss.

10.

Movers further represent to the Court that while the Released Parties have denied, and continue to deny, any liability for the Action and the Release Occurrence, the settlement proposed herein, and the consideration therefor, is fair, reasonable, and adequate, considering:

- a. The complexity, expense, and likely duration of the litigation with respect to the further participation of the Class and the Released Parties.
- b. The state of the proceedings and the amount of discovery completed.
- c. The probability vel non of plaintiffs' success on the merits as to the Released Parties.
- d. The range of possible recovery from the Released Parties for both compensatory and exemplary damages, if any.
- e. The concurrences of Class Counsel and counsel for the Parish of Jefferson as reflected in the Settlement Agreement and in the Parish of Jefferson's non-opposition to this Motion.

11.

Class Counsel represents to the Court that in Class Counsel's collective opinion, the settlement, as proposed, is fair and reasonable to the putative class as proposed, especially in view of the uncertainties and vagaries of further litigation with the Released Parties, the numerical constituency of the Class, and the nature and extent of damage to the Class.

12.

In accordance with the provisions of the Agreement, Class Counsel, on behalf of the Class, with the concurrence of the Parish of Jefferson, presents for the approval of the Court the following proposed plan for management of the Settlement Payment to be made by the Parish of Jefferson, as provided in the Agreement:

- a. The Parish of Jefferson shall pay into the Settlement Fund, the Settlement Payment (\$4,500,000.00) on or before February 3, 2025 into the Settlement Fund.
- b. Except as otherwise provided in the Agreement, the Settlement Fund shall be maintained and managed under the supervision and orders of the Court.

- c. Movers suggest that (1) the funds deposited and to be deposited into the Settlement Fund should be designated 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; and that (2) the Court should assume continuing jurisdiction over the Settlement Fund in accordance with U.S. Internal Rev. Code §468B (26 U.S.C. §468B) and the regulations promulgated thereunder; and that (3) the funds in such account should be invested, disbursed, paid, and/or transferred in accordance with the provisions of the Agreement.
- d. Following the (i) the Court's preliminary certification of the Class as Defined, (ii) the Court's preliminary appointment of appropriate representatives for the Class, and (iii) the Court's preliminary determination that the settlement as proposed in the Agreement is within the range of possible judicial approval, notice to all putative members of the Class, in the form and content to be subsequently provided by Movers to the Court, shall be disseminated in accordance with the proposal set forth in Paragraph 13 of this Motion, informing putative Class Members of the preliminary certification of the Class as Defined; the ability of putative Class Members to opt out of the Class as Defined and the manner and form in which opt outs are to take place; the terms of the Agreement; that except as otherwise provided in the Agreement, no allocations or disbursements will be made from the Settlement Fund without express prior written approval of the Court; the circumstances under which disbursements may be made in the future; and informing putative Class Members of their right to object to the terms of the proposed settlement and to be heard on their objections in a fairness hearing to be conducted at a prescribed time and place and in a prescribed manner.
- e. _____ has been appointed as Court Appointed Neutral, pursuant to Rule 53 of the Federal Rules of Civil Procedure, to assist the Court, in cooperation and coordination with Class Counsel and counsel for the Parish of Jefferson 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 the 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 cost reimbursements; and (viii) perform such other acts and functions as may be necessary or appropriate to fulfill the duties and responsibilities as set forth herein, assist the Court in further settlement negotiations, or as the Court may direct.

- f. The fairness hearing shall be conducted in such manner as to assure full compliance with applicable considerations of due process of law and the provisions of Rule 23 of the Federal Rules of Civil Procedure.

13.

Following preliminary certification of the Class as Defined, to assure that putative Class Members are fully informed of (i) the pendency of the Class Action, (ii) the preliminary certification of the Class as Defined, (iii) the ability of putative Class Members to opt out of the Class as Defined and the manner and form in which opt outs are to take place, (iv) the Agreement and its contents, (v) their right to review the proposed settlement documents, (vi) their right to be represented by private counsel, at their own costs; (vii) their right to object to the Agreement, as proposed, (viii) the means whereby they may make their objections and be heard thereon at the fairness hearing to be held by the Court at a designated time and place, and (ix) the proof of claim process, Movers request that notice in the form and content attached hereto as Exhibits 2 and 3 be approved by the Court and ordered disseminated to putative Class Members as due process and Rule 23 of the Federal Rules of Civil Procedure require. The notice plan shall provide for dissemination: (a) of notice in the form attached hereto as Exhibit 3 by mail to the last known address of all putative Class Members, if reasonably ascertainable; (b) of notice in the form attached hereto as Exhibit 3 by publication in the Times Picayune/Nola.com, each on two separate days; (c) by posting a copy of notice in the form attached hereto as Exhibit 2 and Exhibit 3 at a neutral website.¹ The preparation and dissemination of the notice shall be the responsibility of Class Counsel, in consultation with the Parish of Jefferson.

¹ Revised Exhibit 2 and Exhibit 3, attached hereto, cure the Waste Connections Defendants' objections to the language of the notices as set forth in their opposition (Doc. 477).

14.

The actual number of persons who are Class Members and who will elect to settle their claims pursuant to the Agreement will be better established after notification to all putative Class Members that the Class Action is pending, and for this reason, Class Counsel seeks to have a proof of claim process initiated as set forth herein.

15.

The Court Appointed Neutral, after consultation with Class Counsel and counsel for the Parish of Jefferson, will prepare the form of the proof of claim and determine the method of taking such claims, and Movers propose that there be an opportunity to complete a proof of claim during a period of no less than sixty (60) days following the initial date of publication of the newspaper notification to putative Class Members, which date will follow the provision of notice to Class Members by mail. The notice attached hereto as Exhibit 2, which Movers have suggested be disseminated in the manner set forth in Paragraph 13 of this Motion, includes directions for the submission of claims.

16.

In order to facilitate an orderly settlement of this matter, Class Counsel requests that the Court order that any contingency fee contracts affecting the representation of plaintiffs in the Action dated after August 21, 2024 shall not be enforceable, absent good cause shown following appropriate judicial proceedings.

17.

As described in the Agreement, the parties agree that the Court shall retain jurisdiction over the Action, the Agreement, the formal order and judgment approving the Agreement, the Class Settlement Fund, all ancillary settlement matters, Class Counsel, the Class Members, and the Parish of Jefferson solely for the purpose of administering, supervising, construing, and enforcing the

Agreement and the final order and judgment approving the Agreement, and supervising the management and disbursement of the funds in the Settlement Fund.

18.

All terms, definitions, provisions, reservations and conditions of the Agreement, and particularly with regard to any matters not expressly set forth in this Motion, are to be considered in full force and effect and binding on all parties subscribing thereto.

WHEREFORE, CLASS COUNSEL, ON BEHALF OF THE CLASS, PRAYS:

- I. That the Court review the proposed Agreement, attached hereto as Exhibit A, and that the Agreement and the settlement contained therein and all exhibits attached thereto and/or to the Motion be preliminarily approved by the Court as fair, reasonable, and adequate, entered into in good faith and without collusion, and within the range of possible judicial approval, and that the Court direct that the Agreement and the settlement set forth therein be submitted to the Class for consideration at a fairness hearing.
- II. That the Settlement Payment be ordered placed and held in trust, pursuant to the terms the Agreement, and pending further orders of the Court.
- III. That the Court preliminarily certify the Class as Defined.
- IV. That the Court approve the notice, in the form attached hereto as Exhibits 2 and 3, and the dissemination of such notice as described in paragraph 13 of this Motion, as reasonable within the meaning of Federal Rule of Civil Procedure 23 and all other applicable law.
- V. Class Counsel move that the Court preliminarily approve Elias Jorge “George” Ictech-Bendeck, Nicole M. Landry-Boudreaux, Mona Bernard, Phil Adams, Robyn Crossman, Kayla Anne Steele, Ann Williams, and Ophelia Walker to appear on behalf of and serve as representatives for the Class in the Class Action pursuant to Rule 23 of the Federal Rules of Civil Procedure.
- VI. Class Counsel move that the Court approve Lawrence J. Centola, III, Jason Z. Landry, Bruce C. Betzer, Douglas S. Hammel, Kacie F. Gray, John D. Sileo, and Seth H. Schaumburg 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.
- VII. That the Court preliminarily approve the plan for management of the settlement contributions set forth in Paragraph 13 of this Motion.
- VIII. That (1) 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; and that (2) the Court 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 that (3) the funds in such account be invested, disbursed, paid and/or transferred in accordance with the provisions of the Agreement.

- XI. That the Court approve the form, content, and method and date of dissemination to the putative Class Members of the notice of the certification of the Class as Defined, the proposed settlement, and the fairness hearing, in the form to be subsequently provided by Movers to the Court, and order its dissemination to putative Class Members and others by first class mail, postage prepaid, and by publication as set forth in the notice plan, so that the Court may obtain and consider comments/objections of the Class, if any, regarding the Agreement and the settlement set forth therein and consider its fairness, reasonableness, and adequacy.
- XII. That the Court hold a fairness hearing on or about January 15, 2025 on the Agreement and the proposed settlement set forth therein, 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.
- XIII. That any member of the Class who objects to the approval of the Agreement and the settlement set forth therein or to entry of final judgment with respect thereto, and who timely and properly files the appropriate documentation of such objection, as described below, may appear at the fairness hearing and show cause why the Agreement and the settlement set forth therein should not be approved as fair, reasonable, and adequate. Objections to the Agreement shall be heard and considered by the Court only if the objector properly files and provides, on or before a date to be fixed by the Court, a concise written statement describing the specific reason(s) for his or her objections, which must include: (i) the name, address, and telephone number of the Class Member and, if applicable, the name, address, and telephone number of the attorney of such Class Member, (ii) a statement that the objector is a member of the Class, (iii) a description of the property wholly or partially located within the Class area in which they have an ownership interest, (iv) the reasons for objecting, including any supporting materials, papers, or briefs that the objector wishes the Court to consider, and a statement as to whether the objector intends to appear in Court at any final fairness hearing either with or without separate counsel; and (v) the name and address of any witnesses to be presented at the fairness hearing, together with a statement as to the matters on which they wish to testify and a summary of the proposed testimony. Any Class Member who wishes to speak, personally or through his or her attorney, at the final fairness hearing must include a notice of intent to appear with his or her objection. Any member of the Class who does not make an objection in the manner specifically provided, by the deadline set forth in the notice, shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Agreement and the settlement set forth therein and to any final judgment that may be entered with respect thereto.

- XIV. That any contingency fee contracts affecting the representation of plaintiffs in the Action dated after August 1, 2024 shall not be enforceable absent good cause shown following appropriate judicial proceedings.
- XV. That in due course, and after appropriate public notices and hearing(s), final judgment be entered by the Court, approving the settlement, and all terms thereof as provided in the Agreement, and dismissing the Released Parties regarding any and all Claims, upon the Effective Date, with prejudice and with each party to bear its own costs, including court costs paid through dismissal.
- XVI. That the Court maintain continuing jurisdiction over the settlement proceedings to assure the effectuation thereof for the benefit of the Class.
- XVII. That the Court overrule the Waste Connections Defendants' remaining objection to the Proposed Settlement based on the issue of assignability of the Parish's rights under the contract.
- XVIII. For any other relief indicated or justified in the premises.

Date: October 4, 2024

Respectfully Submitted:

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CERTIFICATE OF SERVICE

I hereby certify that on October 4, 2024, I electronically filed the foregoing with the Clerk of Court by using the CM/ECF system which will send a notice of electronic filing to all counsel of record.

/s/ Lawrence J. Centola, III

CLASS COUNSEL, ON BEHALF OF THE CLASS

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

ELIAS JORGE "GEORGE"
ICTECH-BENDECK,
Plaintiff

VERSUS

PROGRESSIVE WASTE SOLUTIONS
OF LA, INC., ET AL.,
Defendants

Applies to: All Cases

CIVIL ACTION

NO. 18-7889
c/w 18-8071,
18-8218, 18-9312

SECTION: "E" (5)

JUDGE: Morgan
MAGISTRATE JUDGE: North

REVISED SETTLEMENT AGREEMENT

This Settlement Agreement, dated October 3, 2024 ("Agreement"), sets forth the terms and conditions agreed upon by the Parties for the settlement of this matter. This Agreement is intended by the Parties to fully, finally, and forever settle and release the Claims, subject to the terms and conditions herein. The Parties recognize additional documents will be required in order to implement the Agreement. The Parties agree to work in good faith to present to the Court all documents needed to implement the Agreement and agree that, in the absence of agreement by the Parties with respect to such documents, the Court shall resolve disputes between the Parties consistent with the terms of this Agreement.

ARTICLE I
RECITALS

1.1. WHEREAS, there was an alleged release of hydrogen sulfide and other sulfur compounds from the Jefferson Parish Landfill in the time period of July 1, 2017 through December 31, 2019.

1.2. WHEREAS, Class Counsel has concluded that it is in the best interests of the Class Members to compromise, settle and release the Claims asserted, or that could have been asserted, against the Parish of Jefferson in consideration of the terms and benefits of the Agreement. After arm's length negotiations, Class Counsel have considered, among other things: (1) the complexity, expense, and likely duration of the litigation; (2) the stage of the litigation and amount of discovery and testimony completed; (3) the potential for prevailing on the merits; (4) the range of possible recovery and certainty of damages; and (5) the existing rulings of the Court; and have determined the Agreement is fair, reasonable, adequate, and in the best interests of the Class Members.

1.3. WHEREAS, the Parish of Jefferson has concluded that it is in its interests to compromise and settle the Claims asserted, or that could have been asserted, against them, in consideration of the terms and benefits of the Agreement. After arm's length negotiations, the Parish of Jefferson and counsel have considered, among other things: (1) the complexity, expense, and likely duration of the litigation; (2) the stage of the litigation and amount of discovery and testimony completed; (3) the burdens of litigation; (4) the



potential for prevailing on the merits; and (5) the range of possible recovery and certainty of damages; and have determined the Agreement is fair, reasonable, adequate and in their best interests to resolve any alleged fault, liability and/or responsibility attributable to the Parish of Jefferson.

1.4. WHEREAS, this Agreement sets forth the terms and conditions agreed upon to settle and resolve all Claims of the Class Members that have been or could have been made against the Released Parties arising out of or related to the Release Occurrence (as defined below in Article II, Section 2.19), which shall be resolved and dismissed with prejudice in accordance with the terms of this Agreement.

THEREFORE, the Parties agree as follows:

ARTICLE II **DEFINITIONS**

For purposes of this Agreement, terms with initial capital letters have the meanings set forth below:

2.1. "Action" means Ictech-Bendeck v. Waste Connections Bayou, Inc., et al; No. 18-7889 United States District Court for the Eastern District of Louisiana and all consolidated matters, including 18-8071, 18-8218 and 18-9312

2.2. "Administrative Costs" means all costs associated with the implementation and administration of the notice, allocation and claims processes contemplated by this Agreement, including without limitation Court-approved compensation and costs associated with the Administrator, including any vendors, experts or legal counsel retained by the Administrator, costs of the Notice Program(s), costs of establishing, implementing and administering the claims process, costs of the Claims Program, costs of establishing and operating the Settlement Fund, costs of distributing the Settlement Payment, and all other costs and compensation associated with the implementation and administration of this Agreement, as set forth in this Agreement.

2.3. "Court Appointed Neutral" means a settlement administrator, court appointed neutral, or other person appointed by the Court to oversee the Notice Program and the allocation and distribution of the Settlement Payment to Class Members.

2.4. "Claims" means all past, present, and future claims of any nature whatsoever arising from or related to the Release Occurrence and related acts and/or omissions, including all liabilities, demands, causes of action, rights of action, complaints, lawsuits, regulatory proceedings, obligations, responsibilities, assertions, allegations, entitlements, expectations, demands, debts, expert opinions, interventions, assigned claims, cross-claims, third-party claims, subrogation claims, arbitration or mediation demands, injunctive claims and/or obligations of any kind or character, known or unknown, foreseen or unforeseen, asserted or unasserted, made or which could have been made or which could be made in the future, existing or contingent, whether at law or in equity, whether sounding in, grounded in or based upon or in tort, contract, quasi-contract, equity, third-party beneficiary, citizen suit, obligation, nuisance, trespass, negligence, gross negligence, negligence per se, servitude law, mineral law, lease law, strict liability, absolute liability, unjust enrichment, intentional or deliberate conduct, derivative or vicarious liability, vicinage, abuse of rights and/or any past, present or future law, statute, standard, jurisprudence, regulation or other legal theory or basis of liability whatsoever, whether local, state or federal, and whether for compensatory damages, special damages, punitive damages, exemplary damages, bad faith damages, property damages, mitigation, loss of income, lost profits,

future income, specific performance, injunction, lost rental value, lost rentals, loss of business or business opportunities, breach of contract, lost royalties, loss of land, subsidence, lost property value, diminution in property value, clean-up claims, costs, taxes, remediation, restoration, removal expenses, response costs, investigation costs, pollution, corrective action, loss of use, economic damages, stigma damages, natural resource damages, environmental damages, groundwater, surface-water and/or soil contamination, environmental monitoring, attorney fees, litigation or investigation expenses, experts or consultant fees or costs and/or any other loss, damage, cost, fine, penalty, tax, fee or expense of any kind whatsoever.

2.6. "Claims Program" means the program to distribute the Settlement Payment to the Class Members, as described in Article IV

2.7. "Class" or "Class Members" means any and all individuals who, during the time period of July 1, 2017 through December 31, 2019, lived and/or resided in the Class Area, and the individuals listed in Exhibit A.

2.8. "Class Counsel" means Lawrence J. Centola, III, Jason Z. Landry, Bruce C. Betzer, Douglas S. Hammel, Kacie F. Gray, John D. Sileo, and Seth H. Schaumburg.

2.9 "Class Period" means the time period of July 1, 2017 through December 31, 2019.

2.10. "Court" means the United States District Court for the Eastern District of Louisiana, in Ictech-Bendeck v. Waste Connections Bayou, Inc., et al; No. 18-7889 and all consolidated matters, Judge Susie Morgan, presiding.

2.11. "Effective Date" means the date on which the approval order described in Section 7.6 becomes Final.

2.12. "Final," with respect to any order of the Court, means an order for which either of the following has occurred: (1) the day following the expiration of the deadline for appealing the entry of the order, if no appeal or writ is filed, or (2) if an appeal of the order is filed, the date upon which all appellate courts with jurisdiction (including the United States Supreme Court by petition for writ of certiorari) affirm such order, or deny any such appeal or petition for writ of certiorari.

2.13. "Notice Program" means any and all notice to Class Members ordered by the Court in relation to this Agreement, including any reminder notices and termination notices.

2.14. "Opt-Outs" means those persons who meet the definition of Class Members, but who timely and properly exercise their rights to opt out of the Class and therefore are not Class Members, as described in Article VIII.

2.15. "Parties" means the Parish of Jefferson and the Class.

2.16. "Released Parties" means the Parish of Jefferson.

2.17. "Settlement Fund" means the interest-bearing escrow account established for the benefit of the Class to receive the Settlement Payment to be established at Western Alliance Bank unless otherwise agreed to by all the parties and administered in accordance with the Settlement Agreement and pursuant to the applicable regulations of the United States Internal Revenue Service regarding qualified settlement funds.

2.18. "Settlement Payment" means the sum of \$4,500,000 U.S. dollars ("USD") paid by, or on behalf of, Parish of Jefferson to resolve the Claims.

2.19. "Release Occurrence" means the release of hydrogen sulfide and other sulfur compounds from the Jefferson Parish Landfill in the time period of July 1, 2017 through December 31, 2019.

2.20. "Waste Connections Defendants" means Louisiana Regional Landfill Company, Waste Connections Bayou, Inc. and Waste Connections US, Inc.

ARTICLE III **SETTLEMENT PAYMENT**

3.1. The Parish of Jefferson shall make, or have another make on their behalf, the Settlement Payment to resolve the Claims. After making the Settlement Payment, the Parish of Jefferson shall not be required to make, or have another make on their behalf, any further payments pursuant to this Agreement.

3.2. Under no circumstances shall the Parish of Jefferson have any liability for amounts in excess of the Settlement Payment. All damages to Class Members, attorneys' fees and costs, common benefit fees and expenses, and Administrative Costs shall be paid from the Settlement Payment.

3.3 The Parish agrees to assign its rights (but not obligations) under any applicable contract between the Parish and either Aptim or the Waste Connections Defendants, their subsidiaries and affiliates to the Class. Further, The Parish agrees to defend and indemnify the Class from any claims made by either Aptim or the Waste Connections Defendants, their subsidiaries and affiliates arising out of the contracts or the action.

ARTICLE IV **DISTRIBUTION OF SETTLEMENT PAYMENT**

4.1. Claims Program. Subject to the terms and conditions herein, Class Counsel shall arrange to establish a Court-supervised Claims Program for the Class members.

(a) Class Counsel shall, within [14] days of filing of this Agreement, recommend to the Court a person to serve as the Court Appointed Neutral, subject to Court approval.

(b) The Court Appointed Neutral with the Claims Administrator shall develop the Claims Program, subject to the approval of the Court, and shall implement the Claims Program subject to Court supervision. The Claims Program shall account for the distance of the Class Member's property from the Jefferson Parish Landfill, the Class Members' activities during the Class Period, and any other factors the Court Appointed Neutral deems appropriate.

(c) The Parish of Jefferson shall be entitled to standard reports of claims data and may request additional information.

(d) The Claims Program is intended to distribute funds remaining after Administrative Costs have been paid. Distribution of the Settlement Payment under the Claims Program shall not occur until after the Effective Date occurs and the order approving the Claims Program is Final. The fact that the Court retains jurisdiction, after the Effective Date occurs and the order approving the Claims Program is Final, to oversee the Claims Program or other aspects of the administration of the Settlement Fund, shall not impact the timing of distribution of the Settlement Payment.

(e) In the event that funds remain in the Settlement Fund following implementation of the Claims Program in accordance with the orders of the Court, Class Counsel shall make a proposal, subject to the review and approval of the Court, for the distribution of the remaining funds to the Class Members, or for the distribution of funds *cy pres*, or for such other distribution as the Court may approve. Class Counsel may seek the assistance of the Administrator in making the proposal for the distribution of remaining funds.

4.2. Administrative Costs. Subject to the supervision of the Court, the Administrator shall disburse funds as needed from the Settlement Fund to cover Administrative Costs. Funds may be disbursed to cover Administrative Costs beginning as soon as the Settlement Payment is made into the Settlement Fund.

4.3. Attorneys' Fees.

(a) Subject to Court approval, all common benefit fees and all common benefit expenses incurred in connection with prosecuting this Action, will be paid by the Administrator from the Settlement Fund. The Released Parties shall not be responsible for the payment of any common benefit fees, common benefit expenses or other costs/expenses above or beyond the funds in the Settlement Fund

(b) Class Counsel and the Released Parties have made no agreement regarding what the award of common benefit fees and expenses should be.

(c) Class Counsel shall prepare and file with the Court a common benefit fee application, specifying the total amount of costs and fees it seeks for (i) the reimbursement of reasonable costs and expenses incurred for the benefit of the Class, and (ii) the reasonable fees for services performed for the benefit of the Class, which shall be determined in accordance with applicable standards for such fees, including, as appropriate, consideration of the results achieved and the contingencies involved in the performance of such services. Class Counsel shall comply with the provisions of FRCP 23(h) in regard to the fee application.

(d) The Parties acknowledge and agree that neither Class Counsel, nor other attorneys who have represented the Class Members, nor Class Members, nor their respective agents, assigns, successors, creditors, lienholders, claimants or representatives, shall have any claim whatsoever against the Released Parties for payment of attorneys' fees, expenses or other costs, other than the common benefit fees and expenses described in this Agreement, which shall be paid from the Settlement Fund.

(e) In the event any dispute arises out of the allocation of such common benefit fees and expenses, the Parties agree that the Released Parties are not responsible for any liability, costs or expenses related thereto, and the Released Parties shall in no circumstance have any liability for costs or expenses above and beyond the funds in the Settlement Fund.

4.4. Timing of Distributions. After the Effective Date, distributions to Class Members shall occur as soon as practicable, or in a timeframe ordered by the Court, consistent with the terms and conditions of this Agreement.

4.5. Appeal of Distributions. The Court Appointed Neutral's decisions with respect to the amount of the Settlement Payment to be distributed to each Class Member making a claim under the Claims Program may be appealed to the Court or to a Magistrate Judge designated by the Court to hear any appeals.

4.6. Class Representative Incentive Award. Class Counsel intends to make an application for an incentive award to Class Representatives not to exceed \$7500 each contemporaneous with the application for an award of attorneys' fees, costs and expenses.

4.7. Administration and Funding of Settlement Payment.

(a) The Settlement Payment shall be placed in the Settlement Fund. The Settlement Fund, including all accounts and subaccounts thereof, shall be treated as (i) a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1, et seq., and (ii) a qualified settlement fund or other analogous fund described in any other applicable local, state or foreign law (as described in (i) or (ii), a "QSF"). The Administrator shall be the administrator of the QSF pursuant to Treas. Reg. § 1.468B-2(k)(3) and any other applicable law and shall be responsible for the timely and proper performance of the undertakings specified in the regulations promulgated under 26 U.S.C. § 4688 and any analogous provisions of local, state or foreign law, including, but not limited to, the obtaining of an employer identification number for the Settlement Fund, the filing of all required tax returns in accordance with Treas. Reg. § 1.468B-2(k)-(l), any required withholding of tax, the payment of any taxes (including estimated taxes) and associated penalties, interest or additions for which the Settlement Fund may be liable, and responding to any questions from or audits regarding such taxes by a tax authority. In cooperation with the Released Parties, Class Counsel and the Administrator shall be responsible for and take all steps necessary for establishing and treating the Settlement Fund as a QSF and, to the fullest extent permitted by applicable law, shall not take a position (nor permit an agent to take a position) in any filing or before any tax authority inconsistent with such treatment. Class Counsel and the Administrator shall treat the Settlement Fund as a QSF from the earliest possible date, including through the making of a "relation-back" election as described in Treas. Reg. § 1.468B-1(j)(2) with respect to the Settlement Fund and any analogous election under other applicable law.

(b) The Administrator shall maintain and oversee the Settlement Fund. If any dispute arises with respect to the maintenance and oversight of the Settlement Fund or the scope and responsibilities of the Administrator, the Court will resolve the matter consistent with the terms of this Agreement.

(c) The Settlement Payment shall be held in the Settlement Fund until distribution, except that approved Administrative Costs may be disbursed from the Settlement Fund before the Effective Date. Upon the Effective Date, all income earned on money held in the Settlement Fund, net of taxes, shall be subject to allocation by the Administrator.

ARTICLE V
RELEASE OF CLAIMS

5.1. Release of Claims. In consideration of the Settlement Payment and the terms and conditions of this Agreement, the Class Members and Class Counsel agree that, upon the Effective Date, the Final order and judgment approving the Agreement shall operate as a release of the Released Parties by each

Class Member, of any and all Claims, releasing, waiving, acquitting, and forever discharging, the Released Parties from, and covenanting not to sue the Released Parties regarding, any and all Claims.

(a) Class Counsel, on behalf of the Class, acknowledges that the release provided for herein will be, and may be raised as, a complete defense to and will preclude any action or proceeding against the Released Parties regarding any Claims.

(b) In connection with the release provided for herein, Class Counsel acknowledges on behalf of the Class that claims presently unknown or unsuspected, or facts in addition to or different from those now known or believed to be true with respect to the matters released herein, may be discovered. Nevertheless, it is the intention of the Parties to fully, finally and forever settle and release all such matters, and all Claims relating thereto, that hereafter may exist, or might have existed with respect to the Claims.

(c) The Parish agrees to assign its rights (but not obligations) under any applicable contract between the Parish and either Aptim or the Waste Connections Defendants, their subsidiaries and affiliates to the plaintiffs. Further, The Parish agrees to defend and indemnify plaintiffs from any claims made by either Aptim or the Waste Connections Defendants, their subsidiaries and affiliates arising out of the contracts or the action.

ARTICLE VI

NO ADMISSION OF LIABILITY

6.1. The Parties agree that the negotiation and execution of this Agreement, or any payments made thereunder, are to compromise disputed claims and are not an admission of wrongdoing, non-compliance, or liability.

6.2. Regardless of whether the Agreement is approved in any form by the Court, not consummated for any reason, or otherwise terminated or canceled, this Agreement and all documents related to the Agreement (and all negotiations, discussions, statements, acts, or proceedings in connection therewith) shall not be offered or received against any Party as evidence of, or construed as or deemed to be evidence of, any presumption, concession, or admission by any Party with respect to the truth of any fact alleged or the validity of any claim that was or could have been asserted against the Parish of Jefferson arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the Release Occurrence, or of any liability, negligence, recklessness, fault, or wrongdoing of the Parish of Jefferson or construed against any Party as an admission, concession, or presumption that the consideration to be given hereunder represents the amount that could be or would have been recovered after trial.

ARTICLE VII

SETTLEMENT APPROVAL

7.1. Approval.

(a) The Parties agree to take all actions reasonably necessary for preliminary and final approval of the Agreement, and approval of the additional documents described herein.

(b) Pursuant to Section 7.5 below, on or before September 24, 2024, Class Counsel shall file with the Court a motion for preliminary approval of this Agreement, unless the Parties agree to a different schedule for the filing of such motion.

7.2. Cooperation.

(a) The Parish of Jefferson agrees to reasonably cooperate in seeking approval of this Agreement and satisfaction of all conditions precedent to the occurrence of the Effective Date of this Agreement.

7.3. Class Notice.

(a) The Notice Program shall be as approved by the Court to meet all applicable Fed. R. Civ. P. 23 notice requirements; shall include individual mailed notice where practicable; and shall include a website and toll-free number.

(b) Class Counsel shall propose the Notice Program, and Class Counsel shall submit the Notice Program to the Court for its approval. The Notice Program shall include a description of the Claims Program prepared by the Administrator and the manner in which Class Members may submit claims for payment.

7.4. Objections.

(a) Any Class Member who intends to object to the fairness, reasonableness and adequacy of this Agreement ("Objector") must file a written objection ("Objection Form") with the Court and mail a copy to Class Counsel and the Parish of Jefferson at the addresses set forth below in Section 9.4. The Notice Program shall specify a deadline, not less than 30 days from the commencement of the Notice Program, for the filing and postmarking of the mailings of objections. Class Counsel shall propose the Objection Form, subject to review and approval by the Parish of Jefferson. Objectors must set forth in the Objection Form their full name, telephone number, email address, provide proof of membership in the Class, and provide a description of any property wholly or partially located within the Class area where they resided during the Class Period. In addition to the above, Objectors must state in their Objection Form the reasons for objecting, and a statement whether the Objector intends to appear in Court at any final fairness hearing either with or without separate counsel. Subject to the Court's discretion, any Class Member shall be entitled to be heard in Court at any hearing (whether individually or through separate counsel), or to object to the Settlement Agreement, provided that such Class Member submits written notice of the Class Member's objection in compliance with the deadline and other requirements specified in this Section 7.4, and in the Notice Program. Class Members who fail to file and serve timely written objections in the manner specified above shall be deemed to have waived any objections.

(b) Class Counsel agrees not to represent any Objectors to this Settlement Agreement.

7.5. Preliminary Approval Order. Promptly after this Agreement is executed, Class Counsel shall, in consultation with the Parish of Jefferson, prepare and file with the Court a motion for preliminary approval of this Agreement requesting that the Court:

- Counsel;
- (a) Preliminarily confirm the Class Representatives proposed by Class
 - (b) Preliminarily certify the Class for settlement purposes only;
 - (c) Preliminarily approve the Agreement as fair, reasonable, and
- adequate; and

(d) Find that the Notice Program proposed by the Court Appointed Neutral/Administrator and/or Class Counsel satisfies the requirements set forth in Federal Rule of Civil Procedure 23;

(e) Set forth procedures and deadlines associated with the notice process and fairness hearing;

(f) Issue an injunction permanently barring and preventing each and all Class Members from prosecuting against the Released Parties any Claims or bringing any subsequent claims or causes of action in law or in equity that arise from, or are related to, directly or indirectly, the Claims. This provision is not intended to prevent or impede the enforcement of claims or entitlement to benefits under this Agreement.

7.6. Final Approval. Class Counsel, on behalf of the Class Members, shall seek the following Final order of the Court that:

(a) Confirms the class representatives proposed by Class Counsel;

(b) Certifies the Class for settlement purposes only;

(c) Approves the Agreement as fair, reasonable, and adequate;

(d) Incorporates the terms of this Agreement and provides that the Court retains continuing and exclusive jurisdiction over the Parties to interpret, implement, administer and enforce the Agreement in accordance with its terms;

(e) Approves the Settlement Fund, finds that the Settlement Fund is a QSF, and provides that the Settlement Fund is subject to the continuing jurisdiction of the Court in accordance with the terms of this Agreement;

(f) Finds that the Notice Program, as carried out by the Administrator, satisfies the requirements set forth in Federal Rule of Civil Procedure 23;

(g) Permanently bars and enjoins the Class and each Class Member from commencing, asserting, and/or prosecuting any and all Claims against the Released Parties;

(h) Dismisses the Released Parties from the Action with prejudice; and

(i) Dismisses with prejudice and releases all of the Claims asserted by, or that could have been asserted by, the Class Members against the Released Parties.

ARTICLE VIII

OPT-OUTS

8.1. To validly exclude themselves and opt-out from the Class, a Class Member must, no later than a date to be determined by the Court (the "Opt-Out Deadline"), submit a written request to opt-out that complies with applicable instructions set forth in this Agreement and the Notice Program. A written request to opt out must be signed with the handwritten signature of the person (or representative of the entity) opting out. Such handwritten signature may be scanned and/or submitted in PDF form or by fax.

8.2. Class Counsel and the Parish of Jefferson shall be provided with identifying information on Opt-Outs on a weekly basis. Fourteen (14) days after the Opt-Out Deadline, the Administrator and/or Class Counsel shall provide to the Parish of Jefferson information showing the identity of all of the Opt-Outs.

8.3. All Class Members who do not timely and properly opt out shall in all respects be bound by all the terms of this Agreement and the Final order(s) with respect to the class contemplated herein, and shall be permanently and forever barred from commencing, instituting, maintaining or prosecuting any action based on any Claim against any of the Released Parties in any court, arbitration tribunal, or administrative or other forum.

8.4. Class Counsel, as well as Favret, Demarest, Russo, Lutkewitte and Schaumburg; Hammel Law Firm, LLC; Irpino, Avin & Hawkins; Law Office of Bruce Betzer; Law Office of John D. Sileo and Liska, Exnicios & Nungesser agrees not to represent any Opt-Outs to this Agreement.

ARTICLE IX

ADDITIONAL PROVISIONS

9.1. Exhibits. Any exhibits to this Agreement are incorporated by reference as if fully set forth herein.

9.2. Entire Agreement. This Agreement contains the entire agreement between the Parties concerning the subject matter thereof and supersedes and cancels all previous agreements, negotiations, and commitments, whether oral or in writing, with respect to the subject matter of this Agreement. No representations, warranties or inducements have been made to any Party concerning the Agreement or its exhibits other than the representations and warranties contained and memorialized in the Agreement and its exhibits. This Agreement may be amended from time to time only by written agreement of the Parties, subject to Court approval.

9.3. Additional Documentation. The Parties recognize additional documents will be required in order to implement the Agreement, and agree to be bound by the terms set forth herein with respect to such additional documentation. However, the Parties agree that this Agreement contains all of the essential terms necessary for a full, final, binding and enforceable Settlement Agreement between the Parties.

9.4. Notice.

(a) Written notice to Class Counsel and/or Class Members must be given to:

Martzell, Bickford & Centola
Lawrence J. Centola, III
338 Lafayette Street
New Orleans, LA 70130
504-581-9065
lcantola@mbfirm.com

(b) Written notice to the Parish of Jefferson must be given to:

Connick and Connick, LLC
Michael S. Futrell
3421 N. Causeway Blvd, Suite 408
Metairie, LA 70002

(c) All notices required by the Agreement shall be sent by overnight delivery and by electronic mail.

9.5. Choice of Law. This Agreement shall be interpreted in accordance with the laws of the State of Louisiana, without giving effect to conflict of laws principles.

9.6. Continuing Jurisdiction. The Court shall have continuing and exclusive jurisdiction to interpret, administer, implement, and enforce this Agreement, including through injunctive or declaratory relief.

9.7. No Waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach of this Agreement, whether prior, subsequent, or contemporaneous.

9.8. Mutuality. This Agreement shall be deemed to have been mutually prepared by the Parties and shall not be construed against any of them by reason of authorship.

9.9. Counterparts. This Agreement may be executed in counterparts, and a facsimile signature shall be deemed an original signature for purposes of this Agreement.

9.10. Headings. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

9.11. Singular and Plural. For purposes of interpreting this Agreement, the single includes the plural and vice versa.

9.12. Assignment. No Party to this Agreement shall assign or delegate any of the rights, interests, or obligations under or relating to this Agreement without the prior written consent of the Parties. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

9.13. Third-Party Beneficiaries. There are no third party beneficiaries to this Agreement, except as expressly provided herein.

ARTICLE X

REPRESENTATIONS AND WARRANTIES REGARDING AUTHORITY

10.1. Class Counsel on behalf of the Class Members represents and warrants that they have authority to enter into this Agreement on behalf of the Class, subject to the Court's appointment of Class Counsel. This Agreement has been duly and validly executed and delivered by Class Counsel,

and constitutes a legal, valid and binding obligation of the Class, subject to Court approval of the Agreement.

10.2. The Parish of Jefferson represents and warrants that it has all requisite corporate power and authority to execute, deliver and perform this Agreement. The execution, delivery, and performance by the Parish of Jefferson of this Agreement has been duly authorized by all necessary corporate action and constitutes the legal, valid and binding obligation of the Parish of Jefferson, subject to Court approval.

The Parties have caused this Agreement to be duly executed, as of the date first written above.

THE PARISH OF JEFFERSON

By: 
Name: Michael S. Futrell
Title: ATTORNEY FOR THE PARISH OF JEFFERSON

CLASS COUNSEL, on behalf of the Class:


By: 
Name: LAWRENCE CENTOLA
Title: CLASS COUNSEL

Exhibit A: Class Inclusions

Exhibit B: Class Exclusions

Exhibit C: Class Area Map

Exhibit A

Exhibit A to Settlement Agreement
Class Inclusions

The following persons are expressly included the Class as defined in Section 2.7 of the Agreement:

1. Albert Cooper
2. Tawarranda Dorsey
3. Marjorie Edwards
4. Trevor Edwards
5. Aubranette Havies
6. Leroy Havies
7. Flora Herbert
8. Irielle Love
9. Shaundrekia Love
10. Etta Love
11. Jaharin Paul
12. Kerry Petit
13. Florene Perry
14. Marchell Rainwater and minor daughter, J.E.
15. Joycelyn Robert
16. Kenneth Robert
17. Felix Roland
18. Rosalyn Ross
19. Kiyoda Stewart and minor daughter, L.S.
20. Tommy Troxler
21. Carleena Varmall
22. Diamond Varmall
23. DeCarlos Varmall

Exhibit B

Exhibit B to Settlement Agreement
Class Exclusions

The following persons and entities are excluded from the Class as defined in Section 2.7 of the Agreement:

1. All named plaintiffs in Addison, et al. v. Louisiana Regional Landfill Company, et al., No. 19-11133 c/w 19-14512
2. All Defendants' employees and relevant court personnel,
3. Owners of undeveloped land not connected to the property on which such owners reside
4. Any persons and/or entities whose claims were previously (i) settled and released, or (ii) dismissed by court order with prejudice.

Exhibit C

Exhibit C to Settlement Agreement
Class Area Map

[Class Area Map appears on the following page]



Image © 2024 Airbus

Jefferson Parish Landfill Class Action

United States District Court for the Eastern District of Louisiana

Persons who lived in Harahan, River Ridge, South Kenner, Metairie, Waggaman, Avondale, or Bridge City in 2017, 2018 or 2019 may be affected by a proposed class action settlement.

A federal court authorized this legal notice. This is not a solicitation from a lawyer.

- A settlement has been reached with the Parish of Jefferson in a class action lawsuit about the alleged excessive odors coming from the landfill from July 2017 until December 2019. A \$4,500,000 settlement fund has been established to pay amounts to holders of valid claims as well as lawyers' fees and costs approved by the Court.
- You may be included in the Class if you lived in the Class Area anytime from July 1, 2017 until December 31, 2019.
- You may receive a payment only if you file a valid claim. If you do not file a valid claim, you will get no payment.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS:	
SUBMIT A CLAIM	The only way to ask for and receive a payment from this settlement. Claims must be postmarked/submitted on or before December 31, 2024.
EXCLUDE YOURSELF	Get no payment from this settlement. This is the only option that allows you to be part of any other lawsuit against the Parish of Jefferson and certain others about the legal claims in this case. Any request to exclude yourself from the settlement must be postmarked on or before December 1, 2024.
OBJECT	Write to the Court about why you do not like the settlement. Objections must be postmarked on or before December 1, 2024.
GO TO A HEARING	The Court will hold a Fairness Hearing, which will start at 2:00 p.m. on January 15, 2025.
DO NOTHING	Get no payment. Give up rights to be part of any lawsuit against the Parish of Jefferson about the legal claims being settled.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice. Full details are included in the Settlement Agreement ("Agreement") and other documents posted on the website at www.JPLandfillclass.com.
- The Court in charge of this case still has to decide whether to approve the settlement before any claims are paid. A claims process for dividing the settlement fund among claimants will begin in February 2025. Please be patient.



Jefferson Parish Landfill Class Action

WHAT THIS NOTICE CONTAINS

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Jefferson Parish Landfill Class Action

BASIC INFORMATION

1. Why has this notice been issued?

A Court has authorized this notice because you have a right to know about the proposed settlement of certain claims in this class action lawsuit, including the right to claim money, and about all your options, before the Court decides whether to give “final approval” to the settlement. If the Court approves the settlement, and after any appeals are resolved, amounts will be paid to holders of valid claims. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who may be eligible for them, and how to get them.

Judge Susie Morgan in the United States District Court for the Eastern District of Louisiana is overseeing the case. The case is known as *Elias Jorge “George” Ictech-Bendeck, et al. v. Progressive Waste Solutions of LA, Inc, et al.*,” C.A. No. 18-7889, c/w 18-8071, 18-8218, 18-9312. The people who sued are called the plaintiffs. The parties they are suing, the Parish of Jefferson; Aptim Corporation; and Louisiana Regional Landfill Company, Waste Connections Bayou, Inc., and Waste Connections US, Inc., are called the defendants. This notice involves a proposed settlement with the Parish of Jefferson and not the other defendants.

2. What is this lawsuit about?

This class action lawsuit generally stems from claims against the Parish of Jefferson, Aptim Corporation, Louisiana Regional Landfill Company, Waste Connections Bayou, Inc., and Waste Connections US, Inc. arising out of or in connection with the alleged release of hydrogen sulfide and other sulfur compounds from the Jefferson Parish Landfill in the time period of July 1, 2017 through December 31, 2019. The Plaintiffs claim that they suffered injuries and property damage because of the Odors and Gasses emitted by the Landfill. The Plaintiffs further claim that the Defendants are legally responsible for these injuries and damages and they thus seek compensation from the Defendants.

3. Why is the case a class action?

In a class action, one or more people or entities, called class representatives, sue on behalf of people who have similar claims. All of these people are a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a settlement?

The Class Members and the Parish of Jefferson agreed to a settlement to avoid the cost and risk of future trials and appeals, and so that the people allegedly affected can get compensation, in exchange for releasing the Parish of Jefferson from all liability and dismissing all claims against them in this lawsuit and the settled claims with prejudice. The Parish of Jefferson denies any wrongdoing, and the settlement does not mean that the Parish of Jefferson did anything wrong or that the Parish of Jefferson violated any laws. The class representatives and the lawyers representing them think the settlement is best for all Class Members.

5. Who are the class representatives?

The Court has approved the following people to represent the Class: _____

Jefferson Parish Landfill Class Action

WHO IS IN THE SETTLEMENT?

To see if you will be affected by this settlement or if you can get anything from this settlement, you first have to determine if you are a Class Member.

6. How do I know if I am a part of the settlement?

Generally, you may be a Class Member if you lived in the Class Area at anytime from July 1, 2017 to December 31, 2019. The Class Area generally includes Waggaman, Avondale, Bridge City, Harahan, River Ridge, and parts of South Kenner and Metairie. More information is provided in the "Court's Class definition" section below in question 7.

More detailed descriptions of the Class and the Agreement are available at and in the official records of these proceedings on file with the Clerk of Court for the United States District Court for the Eastern District of Louisiana, Room C151, 500 Poydras Street, New Orleans, Louisiana 70130.

7. The Court's Class definition.

The Court specifically decided that Class Area be defined as follows.

The geographical boundary within the Parish of Jefferson, State of Louisiana, starting at the intersection of Jerome S. Glazer Airport Access Rd. and West Napoleon Ave (including the canal extending westward from the intersection of West Napoleon Ave and Williams Blvd) then proceeding eastward along West Napoleon Avenue until its intersection with North Causeway Boulevard, then proceeding south along Causeway Boulevard until its intersection with River Road, then proceeding south across the Mississippi River until the intersection of Lapalco Boulevard and Bayou Segnette, then proceeding west until the southernmost end of S. Jamie Boulevard, then proceeding west until the southernmost end of Ruth Drive, then proceeding west/northwest to the intersection of Hwy 90 and the St. Charles Parish/Jefferson Parish line, then proceeding north along the St. Charles Parish/Jefferson Parish line to River Road, then proceeding north along the St. Charles Parish/Jefferson Parish line from River Road to Airline Hwy, then proceeding east along Airline Hwy until its intersection with Jerome S. Glazer Airport Access Rd., then proceeding north until the intersection of Jerome S. Glazer Airport Access Rd. and West Napoleon Ave (including the canal extending westward from the intersection of West Napoleon Ave and Williams Blvd).

8. Are there exceptions to being included?

Yes. The following are not included as Class Members:

1. All named plaintiffs in Addison, et al. v. Louisiana Regional Landfill Company, et al., No. 19-11133 c/w 19-14512
2. All Defendants' employees and relevant court personnel.

Jefferson Parish Landfill Class Action

3. Owners of undeveloped land not connected to the property on which such owners reside.
4. Any persons and/or entities whose claims were previously (i) settled and released, or (ii) dismissed by court order with prejudice.

Any Claims amongst the Defendants in the Action.

Of course, if you are not included within the Court's Class definition (*see* question 7 above), you are not included in the settlement, and you do not need to take any further action.

9. I'm still not sure if I am included.

If you are not sure whether you are included in the Class, you can visit the website at www.JPLandfillclass.com, call 1-504-581-9065 for more information, or write to: Class Counsel, 338 Lafayette Street, New Orleans, LA 70130.

THE SETTLEMENT BENEFITS – WHAT YOU GET

10. What does the settlement provide?

The Parish of Jefferson has established a \$4,500,000 settlement fund from which valid claims from Class Members, as well as lawyers' fees and costs, will be paid, as approved by the Court. The Agreement, available at the website and in the official records of these proceedings on file with the Clerk of Court, describes all of the details about the proposed settlement.

The "Neutral" (*see* question 12 below) will recommend to the Court that at least 50% of the settlement fund, plus the interest accrued thereon, be reserved to pay (a) litigation and settlement costs, (b) attorneys' fees for work in litigating the case and obtaining settlement, and (c) awards for Class Representatives and trial representatives. Any funds remaining after paying individual claims, litigation and settlement costs, attorneys' fees, and awards for Class Representatives and trial representatives will not be given back to the Parish of Jefferson.

11. What can I get from the settlement?

The amount of each payment to claimants will be based, in part, on the total number of claims received and on the extent of damages suffered. The exact amount that you could receive from the settlement cannot be determined at this time.

12. Who will oversee the settlement fund?

An independent "Neutral" will oversee the settlement fund. _____, has been appointed by the Court to be the Neutral. The Neutral will recommend to the Court how to allocate the settlement fund among the Class Members if and when the Court gives final approval to the settlement. (*See* the section on "The Court's Fairness Hearing" below.)

THE CLAIMS PROCESS

13. How can I get a payment?

Jefferson Parish Landfill Class Action

Class Members can submit their claims via United States mail, postage prepaid, to the Administrator, at:

P.O. Box 82565
Baton Rouge, LA 70884

All claims must be postmarked on or before **December 31, 2024**. An electronic claim form can be found at **www.JPLandfillclass.com**.

The Neutral has proposed exactly what you will need to provide to prove your claim and receive a payment. You must use the proof of claim form prepared by the Neutral in order to file a valid claim. You may obtain the proof of claim form by calling 1-504-581-9065 or going to **www.JPLandfillclass.com**.

The Neutral also will review each claim and propose how much money to pay each claimant based on a formula that he will recommend to the Court. If you timely submit a valid claim, the Neutral will send you a letter to tell you the proposed amount, if any, you are to receive. In this letter, the Neutral will also tell you what else you may need to do in order to receive a payment and how to object if you do not like your proposed payment. The Neutral will decide how much money each Class Member who files a valid claim gets.

Each Class Member must submit a separate claim form. The legal representative of a Class Member who is deceased or who is a minor may submit a claim form on behalf of that Class Member. You cannot be included on someone else's claim form.

14. When would I get my payment?

The Court has scheduled a hearing on **January 15, 2025 at 2:00 p.m.** to decide whether to approve the settlement. If the Court approves the settlement, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time. Payments to holders of valid claims cannot be made until the appeal process is finished, the settlement is final, and the allocation process has been completed. Please be patient.

15. What am I giving up to get a payment or stay in the Class?

Even if you do not get money from the settlement, if the settlement becomes final, you will release the Parish of Jefferson for any claims that are being settled. That means you cannot sue the Parish of Jefferson ever again for these claims and your claims will be dismissed with prejudice. (This lawsuit and other relevant lawsuits also will be dismissed with prejudice, at least as to the Parish of Jefferson.) The Agreement describes the relevant lawsuit(s), the released Claims, and your obligations with specific descriptions, in necessarily accurate legal terminology, so read it carefully. Talk to Class Counsel (*see* the section on "The Lawyers Representing You") or your own lawyer if you have questions about the relevant lawsuit(s), the Released Claims, the sale of your immovable property, and your obligations, or what they mean.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this settlement, but you want to keep the right to sue or continue to sue the Parish of Jefferson and others over the legal issues being settled in this case, then you must take steps to get out of the Class. This is called asking to be excluded from—or sometimes called "opting out" of—

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the Class. Any Class Members who do not request exclusion in a request postmarked by the **December 1, 2024** deadline will be bound by all of the judgments made by the Court, whether favorable or not.

16. If I exclude myself, can I get money from the settlement?

No. If you exclude yourself, do not write to the Class claims office to request a payment. If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. But you may sue, continue to sue, or be part of a different lawsuit against the Parish of Jefferson in the future. You will not be bound by the settlement in this lawsuit. If you exclude yourself, you will no longer be represented by Class Counsel and you will have to take independent action to protect your interests.

17. If I do not exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue the Parish of Jefferson for all the claims that this settlement resolves. You must exclude yourself from this Class to start or continue your own lawsuit or to be part of any different lawsuit relating to these claims.

18. How do I get out of the settlement?

If you wish to be excluded from the settlement you must, in writing, in a request postmarked by **December 1, 2024** state that you want to be excluded from the Parish of Jefferson class settlement. You must include (a) your name, (b) the last four digits of your social security number, (c) your date of birth, (d) your current residential address, (e) your mailing address, if different, from your current residence address, (f) the address of the property you owned or rented that makes you a Class Member, (g) your email address if you have one, and (h) your telephone numbers (day time, night time, and cell). You must sign and date your request to be excluded. If you send in an exclusion request on behalf of someone else, you must include all of the above information, sign and date the request and describe the capacity in which you are acting (for example, mother, father, succession representative, etc.). If you have a lawyer, please provide his/her name, address, and telephone number on your exclusion request. Your lawyer cannot sign an exclusion request for you, and you cannot exclude a class or group of Class Members. You can't ask to be excluded on the phone or at the website. Any exclusion requests must be sent via United States mail, postage prepaid, to the following addresses and must be postmarked on or before **December 1, 2024**.

Jeff Parish Class Exclusion
P.O. Box 82565
Baton Rouge, LA 70884

AND

JPLF Class Counsel
338 Lafayette Street
New Orleans, LA 70130

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in this case?

The Court has appointed the following lawyers to represent Class Members as "Class Counsel":

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QUESTIONS? CALL 1-504-581-9065, OR VISIT www.JPLandfillclass.com

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Lawrence J. Centola, III, Jason Z. Landry from Martzell, Bickford & Centola, 338 Lafayette Street, New Orleans, LA 70130, Bruce C. Betzer, Douglas S. Hammel, Kacie F. Gray, John D. Sileo and Seth H. Schaumburg.

If you want to be represented by a lawyer of your choosing, you may hire one at your own expense. If you need assistance with your claim, Class Counsel will assist you. To contact Class Counsel, call 1-504-581-9065 or write to: Class Counsel, 338 Lafayette Street, New Orleans, Louisiana 70130.

20. How will the lawyers be paid?

The lawyers will ask for a fee not to exceed thirty-three and 1/3 (33 1/3%) percent of the \$4,500,000 settlement fund, or \$1,500,000 and for reimbursement of their out-of-pocket costs incurred in litigating the claims being settled, not to exceed \$750,000. Class Counsel will ask the Court to award these amounts from the settlement fund for their work in litigating the case and obtaining the settlement. The Court may award less than the requested amounts to Class Counsel.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

21. How do I tell the Court if I do not like the settlement?

If you are a Class Member, you can object to the settlement if you do not like it or certain parts of it. You must give reasons why you think the Court should not approve the settlement. The Court will consider your views if you properly submit an objection on time. To object, prepare a written statement of the specific reasons you object to the settlement. Please clearly indicate that you are objecting to the Jefferson Parish Landfill Settlement, C.A. No. 18-7889 and consolidated cases. You must file a written objection ("Objection Form") with the Court and mail a copy to Class Counsel and Parish of Jefferson at the addresses set forth below. Your Objection Form must be postmarked by **December 1, 2024**. You must set forth in the Objection Form your full name, telephone number, email address, provide proof of membership in the Class, and provide a description of any property wholly or partially located within the Class Area in which you have an ownership interest. In addition to the above, Objectors must state in their Objection Form the reasons for objecting, including any supporting materials, papers, or briefs that the Objector wishes the Court to consider, and a statement whether the Objector intends to appear in Court at the final fairness hearing on **January 15, 2025 at 2:00 p.m.** either with or without separate counsel. You must also include the name and address of any witnesses to be presented at the fairness hearing, together with a statement as to the matters on which they wish to testify and a summary of the proposed testimony. Subject to the Court's discretion, any Class Member shall be entitled to be heard in Court at any hearing (whether individually or through separate counsel), or to object to the Settlement Agreement, provided that such Class Member submits written notice of the Class Member's objection in compliance with the deadline and other requirements specified in this notice and in Section 7.4 of the Agreement. Class Members who fail to file and serve timely written objections in the manner specified above shall be deemed to have waived any objections.

You must sign and date your objection. If you have a lawyer, please provide his/her name, address, and telephone number on your objection. You can hire your own lawyer, at your own expense, to appear with or without you at the Fairness Hearing; but you or your lawyer do not have to appear at the Fairness Hearing in order for the Court to consider your objection. If you or your lawyer intends to speak at the Fairness Hearing about your objection, you also must submit a notice of intent to appear with your objection materials. Any objection must be sent via United States mail, postage prepaid, to the following addresses and must be postmarked on or before **December 1, 2024**.

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Jefferson Parish Class Objections
P.O. Box 82565
Baton Rouge, LA 70884

AND

Jefferson Parish Class Counsel
338 Lafayette Street
New Orleans, LA 70130

To obtain a form to use to submit your objection, please visit www.JPLandfillclass.com.

22. What is the difference between objecting and excluding yourself from the settlement?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you are a Class Member and you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you cannot object to the settlement or to the attorneys' fees or costs, because the case no longer affects you, and you will not receive any settlement payment.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement.

23. When and where will the Court decide whether to approve the settlement?

The Court has scheduled a Fairness Hearing on **January 15, 2025 at 2:00 p.m.** in Courtroom C322 of the New Orleans Courthouse for the United States District Court for the Eastern District of Louisiana, 500 Poydras Street, New Orleans, Louisiana 70130. (The hearing may be moved to a different date or time without additional notice to Class Members, so it is a good idea to check www.JPLandfillclass.com.) At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. The Court will consider whether to approve the settlement, any requested attorneys' fees, expenses, etc., and awards for class representatives. If there are objections, the Court will consider them.

24. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have. But you are welcome to come to court at your own expense. You may also have your own lawyer attend (at your expense), but it is not required.

25. May I speak at the hearing?

You can only speak at the Fairness Hearing if you file a timely objection to the settlement following the procedures set forth in this notice (*see*, "Objecting to the Settlement" above) and you include with your objection a notice of intent to appear. The date and time of the hearing is shown in question 23 above. You cannot speak at the Fairness Hearing if you exclude yourself.

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IF YOU DO NOTHING

26. What happens if I do nothing at all and the settlement is approved?

If you do nothing and the settlement is approved, you will not receive any benefits from the settlement. And you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Parish of Jefferson about the claims being settled, ever again. The Agreement contains more detail regarding the scope of the Claims being released. Again, in order to receive settlement benefits, you must timely file a valid proof of claim form.

GETTING MORE INFORMATION

27. How do I get more information?

This notice summarizes the proposed settlement. More details are in the Agreement. You can visit the website at www.JPLandfillclass.com or the Clerk of Court's office at Room C151, 500 Poydras Street, New Orleans, Louisiana 70130, where you will find the Agreement, other documents about the settlement, information about the claims process, and other information about the case. Or, you may call 1-504-581-9065 or write to: Class Counsel, 338 Lafayette Street, New Orleans, Louisiana 70130.

LEGAL NOTICE

Persons who lived in Harahan, River Ridge, South Kenner, Metairie, Waggaman, Avondale, or Bridge City in 2017, 2018 or 2019 may be affected by a proposed class action settlement.

A partial settlement has been reached in a class action lawsuit about the Jefferson Parish Landfill. A settlement fund has been created to pay amounts to holders of valid claims as well as lawyers' fees and costs approved by the Court. The United States District Court for the Eastern District of Louisiana will have a hearing to decide whether to give final approval to the settlement so that payments can be made from the settlement fund. Those included in the class action, together called a "Class," may ask for a payment, or may exclude themselves from, or object to, the settlement, and eligible Class members may receive a payment from it. There is a detailed notice with more information about the settlement available by calling 1-504-581-9065 or going to the website www.JPLandfillclass.com.

While the Parish of Jefferson has agreed to settle their potential liability in this case, the case will remain open even after this partial settlement. The following Non-Settling Defendants were also named in this lawsuit: Aptim Corporation, Louisiana Regional Landfill Company, Waste Connections Bayou, Inc., and Waste Connections US, Inc. The Non-Settling Defendants are not a part of this settlement. The Court has not yet determined whether a class action will be allowed to proceed against the Non-Settling Defendants. Your decision to participate in this settlement will have no bearing on your right, if any, to recover from the Non-Settling Defendants.

WHO'S INCLUDED?

Generally, you may be a Class Member if you lived or resided in the Class Area. The Class Area Map is printed on the backside of this notice.

The exact Class "definition" and more information on the settlement are available at www.JPLandfillclass.com.

WHAT DOES THE SETTLEMENT PROVIDE?

A \$4,500,000 settlement fund has been established by the Parish of Jefferson. The settlement fund is to be overseen by an independent "Neutral." A Settlement Agreement, available at the website and in the official court records of these proceedings, describes all of the details about the proposed settlement. The settlement does not mean that the Parish of Jefferson did anything wrong, but the Parish of Jefferson agreed to resolve certain claims and provide benefits to the Class.

To learn more or to obtain the detailed notice, call, go to the website, or write to Class Counsel at 338 Lafayette Street, New Orleans, LA 70130.

HOW MUCH COULD YOU GET?

If the settlement receives final Court approval, the Neutral will review claims and propose how much money each valid claim will receive based on a formula he will recommend to the Court. The amount of each payment will be based, in part, on the total number of claims received and on the extent of damages suffered. The Court will decide in a separate hearing how much each Class member who files a valid claim receives from the settlement fund.

HOW DO YOU ASK FOR A PAYMENT?

Class members can submit their claims via United States mail, postage prepaid, to the Claims Administrator, P.O. Box 82565, Baton Rouge, LA 70884. All claims must be postmarked on or before **December 31, 2024**. The Administrator has proposed exactly what you will need to provide to prove your claim and receive a payment. Thus, you must use the proof of claim form prepared by the Administrator in order to file a valid claim. You may obtain the approved proof of claim form by calling 1-504-581-9065 or going to www.JPLandfillclass.com.

WHAT ARE YOUR OTHER OPTIONS?

The Court will hold a hearing in the case called *Elias Jorge "George" Ictech-Bendeck, et al. v. Progressive Waste Solutions of LA, Inc, et al.*, C.A. No. 18-7889, c/w 18-8071, 18-8218, 18-9312 on **January 15, 2025 at 2:00 p.m.** to consider whether to approve the settlement; to consider any objections to the settlement; and to consider whether to approve Class Counsel's request for attorneys' fees in an amount not to exceed 33 1/3% of the settlement fund. You or your own lawyer may appear and ask to speak at the hearing, at your own cost, but you don't have to. If the settlement is approved, it will release the Parish of Jefferson from all liability for the claims more fully described in the Settlement Agreement.

If you don't want to be legally bound by the settlement, you must exclude yourself by **December 1, 2024**. If you don't exclude yourself, you won't be able to sue or continue to sue the Parish of Jefferson for the claims resolved in this settlement. If you exclude yourself, you can't get a payment from the settlement fund. If you do not exclude yourself, you may object to the settlement, if you do so by **December 1, 2024**. The detailed notice explains how to exclude yourself or object.

