

FOR IMMEDIATE RELEASE

April 24, 2015

## Orleans Parish Judge Gives Final OK to \$8,000,000 Landfill Settlement

New Orleans, LA – An Orleans Parish district judge has approved an \$8,000,000 settlement of a class action lawsuit over ownership of property under the Gentilly Landfill in New Orleans East. Judge Sidney Cates IV signed an order, which will allow landowners to be compensated for property, which was taken for emergency dumping following Hurricane Katrina.

The City and its private contractors opened the Gentilly Landfill after Hurricane Katrina and used the area to dispose of millions of tons of hurricane debris while collecting millions of dollars from federal agencies and others. The City claimed to own the property under the landfill, but public records showed that most of the landfill was on property owned by private landowners. A group of land owners filed a class action lawsuit asking to be compensated for the illegal use of their land.

The \$8,000,000 fund, which includes attorneys' fees and costs, will pay the owners of property under the landfill approximately \$1 per square foot for their property. As part of the settlement, on payment, the City will receive a deed formalizing the transfer of the land and any rights owned. The City of New Orleans and the landfill operator, AMID Metro will also indemnify the prior owners against environmental liabilities. The settlement amount represents a premium price for the land in the area.

The judge's order finds that the evidence shows that the settlement is fair for the landowners, and has a fair process to allow landowners to make their claims. Eligible property owners will need to submit documentation showing their ownership, and all claims must be filed within 150 days of the day the order was signed.

Joel Waltzer of Waltzer Wiygul and Garside, the firm that filed the suit and was appointed to represent the class, stated: "We are very happy with the final approval, and we urge all the affected property owners to make their claims as soon as possible." Claims forms and information can be obtained from Waltzer Wiygul & Garside.

The signed order granting final approval of the settlement is attached as a separate PDF. See case NO: 2007-14794, Division "C", Civil District Court for the Parish of Orleans, State of Louisiana, Doretha Z. Walker et al., Individually, and on behalf of those similarly situated v. AMID/Metro Partnership, LLC et al.

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### ABOUT WALTZER WIYGUL & GARSIDE LAW FIRM

A firm borne of idealism and the civil rights struggles of the 1960's, Waltzer Wiygul & Garside continues a proud heritage of providing quality community based representation to traditionally under-served communities and causes. The firm represents private and public interest groups nationwide, individuals, and the communities with environmental and legal challenges. The firm's leadership pledges to provide quality service coupled with a knowledgeable, capable staff. The firm has focused experience in environmental, small business, insurance and personal injury law and is committed to client success. At Waltzer Wiygul & Garside strives to find justice and solutions for the community and for the environment. The firm has two offices in New Orleans, including one on the West Bank and one in New Orleans East, as well as an office in Ocean Springs, Mississippi.

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WALKER, ROBERTA Z. ETAL  
versus  
AMIDMETRO PARTNERSHIP, LLC ETAL

Date Case Filed: 11/14/2007

NOTICE OF SIGNING OF JUDGMENT

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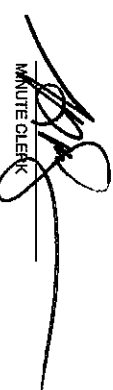
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In accordance with Article 1913 C.C.P., you are hereby notified that Judgment  
in the above entitled and numbered cause was signed on April 13, 2015  
New Orleans, Louisiana  
April 17, 2015

MINUTE CLERK

In accordance with Article 1913 C.C.P., you are hereby notified that Judgment  
in the above entitled and numbered cause was signed on April 13, 2015  
New Orleans, Louisiana  
April 17, 2015

MINUTE CLERK



CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

NO: 2007-14794

DIVISION ~~“HFF”~~ <sup>C-10</sup>

DORETHA WALKER, ET AL

VERSUS

AMID/METRO PARTNERSHIP, LLC, ET AL

FILED: \_\_\_\_\_

DEPUTY CLERK

**FINAL JUDGMENT APPROVING CLASS ACTION SETTLEMENT AGREEMENT**

This matter came before the Court on April 13, 2015 regarding the Joint Motion for Final Approval of Class Action Settlement.

Present in court were:

1. Special Master Michael G. Bagneris;
2. Class Representatives Doretha Walker, Judge Louis Dirosa and Robley Gelpi of Zor, Inc., Clarence J. Ancar III, and E.J. “Kip” Gibert of Nerhus Realty, Inc. (“Class Representatives”);
3. Class Counsel Robert Wiygul, Joel Waltzer, and Marc Florman of Waltzer Wiygul & Garside, L.L.C.;
4. Defendant City of New Orleans, through its counsel Michael Fantaci of LeBlanc Partners, L.L.C.;
5. Defendants AMID/Metro Partnership, L.L.C, Durr Heavy Construction, L.L.C, and AMID Landfill, L.L.C., through their counsel Scott Delacroix and Chris Kane of Adams and Reese, L.L.P.;
6. Defendant Metro Service Group, LLC (formerly Metro Disposal, Inc.), through its counsel Sundiata Haley of Haley Law Firm; and
7. Defendant MWH Americas, Inc., through its counsel Patricia Krebs of King, Krebs & Jurgens, P.L.L.C.;
8. Objector Jefferson Magnolia, L.L.C., through its counsel of record Bryan Reuter, Stanley, Reuter, Ross, Thornton & Alford, L.L.C.

Class Representatives and all Defendants jointly requested that the Court approve the Proposed Settlement Agreement (hereafter referred to as “the Settlement Agreement” or “Settlement”) of the Gentilly Landfill Class Action as fair, reasonable and adequate.

The record reflects the following facts:

A final judgment was entered in this case, defining the class in this matter as follows:

“All individuals or entities who presently own, or in the period of January 1, 2005 to the present have owned, an interest in immovable property of which all or any portion falls within the boundaries of the Gentilly Type III Landfill, permitted under Standard Permit No. P0375.

Excluded from the class are: All defendants and any entities owned or controlled by any defendant.”

*Walker, et al v. AMID/Metro Partnership, et al*, 109 So.3d 35 (La. App. 4<sup>th</sup> Cir. 2013).

The record reflects that on January 23, 2015, the Court entered an Order granting preliminary approval of the proposed Settlement Agreement, finding as a preliminary matter that this class action involving the Gentilly Type III landfill (hereinafter the “Gentilly Landfill” or simply “Landfill”) could potentially be settled on the terms set forth in the Proposed Settlement Agreement, subject to Class notice and a fairness hearing.

The Court held a fairness hearing on April 13, 2015, to consider the Settlement Agreement.

The testimony and record evidence admitted at the fairness hearing supports the following findings:

1. No potential class members opted out of the proposed settlement.
2. One objection was received, limited to the wording of the indemnity, hold harmless, and release provision in Section 13.3 of the Settlement Agreement.
3. The map entered into evidence indicates the location, and potential owners, of properties within the footprint of the Gentilly Landfill.
4. Actual notice of the Gentilly Landfill Class Action and the Settlement was provided to class members found in the records of the Orleans Parish Assessor during the relevant period. Printed notices in multiple local media publications and a website also provided potential class members with notice of this action and the Settlement and relevant information.
5. The notice provided, and the means of providing notice, are the best practicable under these circumstances.

6. The fair market value of land in the footprint of the Gentilly Landfill as of January 1, 2005 was in a range of \$0.50 per square foot to \$0.40 per square foot.
7. The "Parcel Compensation" of \$1.00 per square foot and the "Owner Compensation" to be paid to eligible class members pursuant to the Settlement Agreement in exchange for their property constitutes fair and adequate compensation.
8. As concerns the negotiation, terms and structure of the Settlement:
  - a. The Settlement was negotiated at arm's length between the parties.
  - b. The Settlement appropriately recognizes that class counsel's duties are to the class, rather to individual members of the class or class representatives.
  - c. The process to fix fees for class counsel proposed by the Settlement is reasonable.
  - d. The percentage amount of attorney's fees which can be requested is below average for class settlement agreements of a similar size, particularly as the limitation includes litigation expenses and the costs of administering the program.
  - e. The award of fees and costs are appropriately left to the Court's discretion.
  - f. The formulaic process for distributing funds ensures that class counsel is not required to determine the allocation of funds between class members.
  - g. Class counsel does not resolve conflicts between claimants. Conflicts are directed to the Special Master (and then possibly to the Court).
9. Concerning the involvement of class representatives:
  - a. During the pendency of this case, the class representatives understood their role, remained informed, and made decisions as appropriate on behalf of the class;
  - b. The class representatives participated in the negotiation and fully approved of the terms contained in this settlement;
  - c. Class representatives were satisfied that their lawyers did a very good job in prosecuting the case and in drafting the Settlement.
  - d. And finally, that this Settlement Agreement is in the best interest of the class.
10. Each class representative devoted significant time and effort in service to the class and thus deserves a \$5,000 bonus for his or her effort.

The testimony and record evidence admitted at the fairness hearing supports the following conclusions of law:

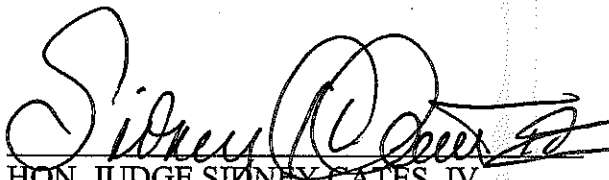
1. Any finding of fact that should be considered a conclusion of law should be so construed.

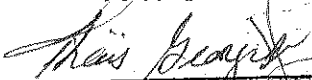
2. The Settlement meets the requirements of L.S.A.-C.C.P. Art. 594.
3. The Settlement is fair, reasonable and adequate for the class, was entered into in good faith and without collusion, and is in an amount well within the range of possible outcomes.
4. The Settlement provides fair compensation for the taking of property and satisfies the mandates of Article I, Section 4 of the Louisiana Constitution and Louisiana law.

Based on the foregoing, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

1. The Gentilly Landfill Class Settlement Agreement is hereby APPROVED;
2. The sole objection to the Settlement Agreement is OVERRULED;
3. The Parties are directed to implement the Settlement Agreement as approved and as directed by the Special Master or by this Court;
4. After the Effective Date of this Settlement, as defined in Section 1.3.16, the Released Parties shall be released, Released Claims shall be dismissed, the Judgment of Appropriation shall be entered, the Settlement Fund shall be funded, and the stipulations, defenses, indemnities, releases, and protections afforded to the Class shall inure to the benefit of the Class.
5. Class members shall present claims for the benefits described in the Settlement within ninety (90) days following the Effective Date of this Settlement Agreement, in accord with the terms, conditions, and limitations stated in the Settlement Agreement.
6. Twenty-five percent (25%) of each Parcel Compensation payment shall be withheld and deposited in an account for the payment of attorney's fees, costs and expenses, as per the terms of this Settlement Agreement, and subject to court approval.
7. A payment of \$5,000 to each class representative for his or her time and effort is approved.
8. The Court retains jurisdiction over this matter to facilitate the administration, supervision, interpretation or enforcement of the Settlement Agreement.

NEW ORLEANS, LOUISIANA, this 13<sup>th</sup> day of April, 2015.

  
HON. JUDGE SIDNEY CATES, IV  
DIVISION "C", CIVIL DISTRICT COURT  
PARISH OF ORLEANS

A TRUE COPY  
  
DEPUTY CLERK, CIVIL DISTRICT COURT  
PARISH OF ORLEANS  
STATE OF LA.