

St Landry Parish C-163647
Filed Oct 31, 2022 2:11 PM C
Abbie Prudhomme
Deputy Clerk of Court

27TH JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. LANDRY

STATE OF LOUISIANA

NO. 16-C-3647

DIVISION "C"

OPELOUSAS GENERAL HOSPITAL AUTHORITY, A PUBLIC TRUST, D/B/A OPELOUSAS GENERAL HEALTH SYSTEM

VERSUS

LOUISIANA HEALTH SERVICE & INDEMNITY COMPANY D/B/A BLUE CROSS AND BLUE SHIELD OF LOUISIANA

FILED: _____ DEPUTY CLERK

**ORDER OF PRELIMINARY APPROVAL
OF PROPOSED SETTLEMENT**

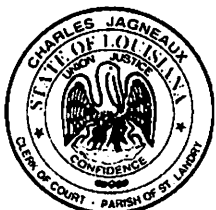
Except as otherwise expressly provided below or as context otherwise requires, all capitalized terms used in this Order of Preliminary Approval of Proposed Settlement ("Preliminary Order") shall have the meanings and/or definition given them in the Settlement Agreement ("Settlement Agreement") entered into by or on behalf of the Plaintiffs' Steering Committee ("PSC"), the Class, Opelousas General Hospital Authority, A Public Trust, d/b/a Opelousas General Health System ("Opelousas General"), and Louisiana Health Service & Indemnity Company d/b/a Blue Cross Blue Shield of Louisiana ("BCBSLA"), on October __, 2022. The original of the Settlement Agreement is filed in these proceedings as Exhibit A to the Joint Motion for Preliminary Approval of Proposed Settlement signed by or on behalf of the Class, the Plaintiff, and BCBSLA, and is incorporated by reference herein.

On considering this Joint Motion for Preliminary Approval of Proposed Settlement ("Motion"), the evidence submitted to the Court by the parties in support of their Motion, the record of these proceedings, the recommendation of the PSC, and the requirements of law, the Court finds, upon preliminary review, that: (1) this court has jurisdiction over the subject matter and the Parties; (2) the proposed Settlement Agreement is the result of arms-length negotiations between the Parties; (3) the proposed Settlement Agreement bears a probable, reasonable relationship to the claims alleged by the Plaintiff and the litigation risks of Plaintiff and the Class; and (4) the proposed Settlement Agreement is within the range of possible judicial approval. Accordingly:

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IT IS HEREBY ORDERED THAT:

(1) The Court, having previously certified as a Class in this matter, as memorialized in the Court's September 13, 2019 Judgment and affirmed on appeal by the Third Circuit Court of Appeal; now finds that the Settlement Agreement, including the terms and conditions therein, and all exhibits thereto, is preliminarily approved by the Court as a compromise that is fair, reasonable, and adequate, entered into in good faith, free of collusion, and within the range of possible judicial approval.

(2) A fairness hearing shall commence on the 21 day of December, 2022 at 9:00 o'clock a.m. at the St. Landry Parish Courthouse, 118 South Court Street, Opelousas, LA 70570.

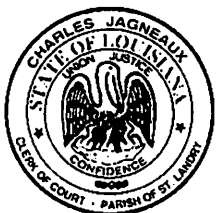
(3) The PSC has presented to the Court a proposed Class Settlement Notice in accordance with La. C.C.P. article 594(A)(2). Subject to the Court's consideration of additional evidence regarding the Class Settlement Notice at the final approval hearing, and based on the documents submitted to the Court in connection with this motion for preliminary approval, the Class Settlement Notice fully complies with the requirements of La. Code of Civil Procedure 594(A)(2) and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled to notice of the settlement of this lawsuit;

(4) In further aid of the Court's jurisdiction to implement and enforce the proposed settlement, all Class Members shall be preliminarily enjoined and barred from instituting, maintaining, prosecuting or continuing to prosecute any and all actions and proceedings related to any Benefit Event against any Released Party, including by not limited to any and all contributions, indemnity, subrogation, statutory violation and/or tort claims by, on behalf of or through any Class Members or Class Affiliates, either directly, representatively, derivatively, or in any other capacity, whether by a complaint, counterclaim, reconventional demand, defense, or otherwise, in any local, state, or federal court, or in any agency or other authority or forum wherever located. Any person or entity who knowingly violates such injunction shall pay attorneys' fees and costs incurred by BCBSLA as a result of the violation. Nothing in this paragraph shall be construed to preclude any proceedings in the Class Action itself necessary to obtain certification of the Class as defined and final approval of the settlement embodied in the Settlement Agreement unless otherwise requested by BCBSLA or to prevent a Class Member from presenting objections to the Court regarding the Settlement Agreement in accordance with this Order. This preliminary injunction shall remain in

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force until the final approval hearing set herein. At such time the Court will enter such further orders and judgments as necessary in accordance with that proceeding.

(5) All persons and entities who are included within the Class Definition and who request to be excluded conforming to the terms of this Order may be excluded from the Class.

(A) Any request to opt out of the Class Settlement must be received no later than December 15, 2022, and addressed to Louisiana Provider Payment Antitrust Exclusions, 723 Broad Street, Lake Charles, Louisiana 70601.

(B) A request to opt out of the Class must be in writing and state the name, address and phone number of the person(s) seeking to opt out. Each request must also contain a duly authorized and signed statement that: "I hereby request that I be excluded from the Class Settlement in the "Opelousas General Class Action." An opt out request that does not include all of the foregoing information, that is sent to an address other than the one designated in the Class Settlement Notice, or that is not sent within the time or in the manner specified, shall be invalid and the person or entity serving such a request shall be included as a Class Member and shall be bound by this settlement.

(C) The PSC shall make best efforts to encourage the clients they represent in any Related Proceeding to remain a Class Member and not opt out of the Class. The PSC likewise acknowledge that each of them and their firms have an unwaivable conflict of interest in representing any Opt-Out Party.

(D) The PSC shall forward copies of all reports for exclusion to counsel for BCBSLA, no later than one (1) day after the deadline for class members to submit such requests.

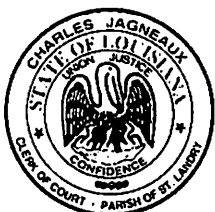
(E) All persons and entities who are included within the Class Definition and who properly file a timely written request to opt out of the settlement shall be excluded from the Class, shall have no rights as Class Members pursuant to the Settlement Agreement, and shall receive no payments pursuant to the Settlement Agreement.

(6) Any Class Member who objects to the settlement may appear in person or through counsel, at his or her own expense, at the final approval hearing to present any evidence or argument that may be proper and relevant. No Class Member shall be heard and no papers, briefs, pleadings, or other documents submitted by any such Class Member shall be received and considered by the Court unless, no later than December 15, 2022, such Class Member both files with the Court and mails to the PSC and counsel for BCBSLA, a written

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objection that includes (a) notice of intent to appear, (b) proof of membership in the Class and, (c) the specific grounds for the objection and any reasons why such Class Member desires to appear and be heard, as well as all documents, writings or materials that such Class Member desires the Court to consider. Any Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and forever be barred from making any such objections in this action or in any other action, proceeding or appeal.

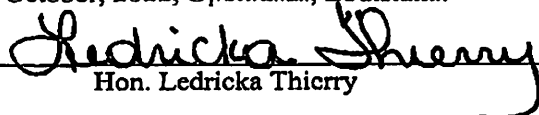
(7) Patrick A. Juneau of the law firm Juneau David, APLC, is appointed as Special Master, pursuant to La. R.S. 13:4165, to assist the Court, in cooperation and coordination with PSC, to: (i) establish proposed allocations for each Class Member, (ii) prepare a proposed plan for distribution of the proposed allocations, (iii) submit to the court a report on the above, along with recommendations for the Court's consideration in proceeding with the allocation and distribution process following the Effective Date, and (iv) engage such staff, deputies and experts as reasonably necessary and conduct such hearings as may be necessary and appropriate to carry out his duties.

(8) The form and execution of the Escrow Agreement and the nomination of Hancock Whitney Bank as the Escrow Agent are hereby approved.

(9) The accounting firm of Bourgeois Bennett, LLC, CPAs, shall serve as the Court Appointed Disbursing Agent in connection with this settlement under the supervision of the Court or its designee, and as such, is hereby charged with the responsibility, in conjunction with the Special Master, of maintaining records pertaining to receipts and the computerized generation and preparation of all data regarding evaluation of claims; managing the financial aspects of the eventual disbursement of the Class Settlement Fund, and administering, with the Escrow Agent, the Class Settlement Fund, subject in all respects to further orders and direction of the Court;

(10) The PSC and counsel for BCBSLA are hereby authorized to use all reasonable procedures in connection with approval and administration of the settlement that are not materially inconsistent with this Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the form or content of the Class Settlement Notice, the Notice Plan, the Mailed Summary Notice, the Publication Summary Notice, the Detailed Notice, or any exhibits to the Settlement Agreement that the parties jointly agree are reasonable or necessary.

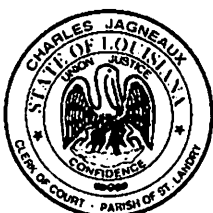
Thus done and signed this 31 day of October, 2022, Opelousas, Louisiana.


Hon. Ledricka Thicrry

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