

MEDIATION AGREEMENT

THIS MEDIATION AGREEMENT (“the Agreement”) is entered into as of the _____ day of January 2020, by and among:

- a. Jerald R. Harper and Anne E. Wilkes, Harper Law Firm, APLC, Counsel for Plaintiffs, T. SCOTT PERNICI, MICHAEL JONES, AND MARK DEFATTA, in *T. Scott Pernici, Michael Jones, and Mark DeFatta, Individually and on Behalf of a Class of Similarly Situated Persons v. City of Shreveport, Louisiana*; Suit No.: 599,698-C; First Judicial District Court, Caddo Parish, Louisiana
- b. Jerald R. Harper and Anne E. Wilkes, *Harper Law Firm, APLC*, Counsel for Plaintiffs, SHIREWOOD LAKES APARTMENTS, LLC D/B/A LAKEVILLE TOWNHOMES, in *Shirewood Lakes Apartments, LLC d/b/a Lakeville Townhomes, Individually and on Behalf of a Class of Similarly Situated Persons v. City of Shreveport*; Suit No.: 616,821-C; First Judicial District Court, Caddo Parish, Louisiana

Hereinafter referenced collectively as Plaintiffs

- c. Edwin H. Byrd, III, *Pettiette, Armand, Dunkelman, Woodley, Byrd & Cromwell, LLP*, and Zeldia W. Tucker Assistant City Attorney, City of Shreveport, Counsel for Defendant, the CITY OF SHREVEPORT, in *T. Scott Pernici, Michael Jones, and Mark DeFatta, Individually and on Behalf of a Class of Similarly Situated Persons v. City of Shreveport, Louisiana*; Suit No.: 599,698-C; First Judicial District Court, Caddo Parish, Louisiana
- d. Edwin H. Byrd, III, *Pettiette, Armand, Dunkelman, Woodley, Byrd & Cromwell, LLP*, and Zeldia W. Tucker Assistance City Attorney, City of Shreveport, Counsel for Defendant, the CITY OF SHREVEPORT, in *Shirewood Lakes Apartments, LLC d/b/a Lakeville Townhomes, Individually and on Behalf of a Class of Similarly Situated Persons v. City of Shreveport*; Suit No.: 616,821-C; First Judicial District Court, Caddo Parish, Louisiana

Hereinafter collectively referred to as Defendant

All above-listed are hereinafter *in toto* referred to as “the Parties”

I. GENERAL TERMS

1. WHEREAS the Parties through counsel and representatives, convened in a mediation with W. Ross Foote, Mediator, on December 17, 2019 and December 18, 2019, at the offices of the Harper Law Firm, APLC, 213 Texas Street, Shreveport, Louisiana 71101.
2. WHEREAS the above described Parties were represented at the Mediation through undersigned (and above-listed) counsel.

3. WHEREAS the above-described Parties acknowledge that this Agreement is the creation of the parties; that the Mediator did not provide a form to the Parties; and, that the undersigned are responsible for stating and agreeing upon the terms upon which they have reached this agreement;
4. WHEREAS the Parties reached a resolution as to some portions of the dispute represented by the above-captioned litigation, and did not resolve other issues;

II. TERMS OF AGREEMENT

NOW THEREFORE, the Parties have reached an agreement providing from the partial resolution of the Actions on the terms and subject to the conditions all as set forth below. The terms of this Agreement are as follows:

5. As to *Shirewood v. City of Shreveport*, the City shall pay six hundred thousand dollars (\$600,000.00) to certain Shirewood Plaintiffs affected by City overbilling of sewerage charges as a full resolution of the *Shirewood* matter, subject to the foregoing terms and conditions:
 - a. The six hundred thousand dollar (\$600,000.00) payment reflects full resolution of the *Shirewood* matter and represents the particular resolution of the “sewer customer charge” aspect of the *Shirewood* matter.
 - b. Plaintiffs also agree to dismiss the claims as to the “water customer charge” for multiple meter accounts and as to the “water customer charge” for accounts that have “compound meters”.
 - c. The Parties agree to cooperate and endeavor in good faith to obtain class certification, which will encompass, generally, those customers of the City of Shreveport’s Department of Water and Sewer for the time period from June 11, 2009 to June 11, 2019, who had an account with DOWAS which included more than one water meter “face” and were charged by the City for more than one “sewer customer charge”.
6. As to *Pernici et al. v. City of Shreveport*, the City shall pay five million, nine hundred thousand dollars (\$5,900,000.00) solely as a resolution of the “rounding” issue within the *Pernici* matter, subject to the foregoing terms and conditions:

- a. The Parties agree to cooperate and endeavor in good faith to amend class certification, particularly to create the two sub-classes that must be created in order to effectuate this Agreement:
 - i. A sub-class of those residential customers of the City of Shreveport affected by the “rounding up” of water consumption to calculate the Average Winter Consumption (“AWC”) for purposes of monthly water and sewer billing;
 - ii. A sub-class of those residential customers of the City of Shreveport affected by the use of days outside the months of November, December, January and February for purpose of calculating the AWC (that is, those aspects by “days/months”).
 - b. The Parties agree that the remaining “days/months” issue within the *Pernici* matter shall continue to be litigated in the courts of the State of Louisiana.
7. The City understands that counsel for Plaintiff Classes will apply for and be entitled to an award of attorney’s fees in connection with the agreements to pay the classes and sub-classes identified herein.
 8. In both *Shirewood* and *Pernici*, the Parties agree that, after execution of the Settlement Agreement, Court approval of terms, and all agreed-upon additional matters that must be resolved by the Court, the funds that are due and owing by the City to individual class members—after the payment of attorneys’ fees and costs to counsel for Plaintiffs—shall be placed within a segregated settlement accounts and disbursed by the City; and that, such disbursement will be overseen by Heard, McElroy & Vestal on a monthly or quarterly basis, which then provide their report to the court and counsel for Plaintiffs for review and approval.

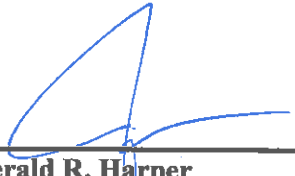
III. Additional Terms

9. The Parties shall be equally responsible for paying the reasonable costs and expenses associated with the Mediation.
10. In the event that the City Council or Court does not approve any part of the final Settlement Agreement, the Parties shall be deemed to have reverted to their respective litigation status immediately prior to the execution of the Agreement; however, the Parties acknowledge and agree that they agree to take actions in good faith to resolve

and cure the issues that led to the Court's decision to deny approval of any part of the Settlement.


11. Each of the undersigned attorneys affirms that he or she has been duly empowered and authorized to enter into this Agreement on behalf of his or her clients as identified in connection with any signature hereto.
12. This Agreement shall be governed by, and construed in accordance with the laws of the state of Louisiana.
13. This Agreement may be executed in counterparts by facsimile, PDF and electronic mail or original signature by any of the signatories hereto and as so executed shall constitute one agreement.
14. The Mediator may authenticate this Memorandum and the signature(s) of the Parties (if executed in his presence), but cannot otherwise be compelled to testify, produce or give any other evidence in any proceeding, meeting, session or otherwise, without the approval of both parties.

IT IS SO AGREED:




Jerald R. Harper
Counsel for Plaintiffs, Pernici et al.
v. City of Shreveport, No.: 599,698-
C; First Judicial District Court,
Caddo Parish, Louisiana

1/20/20
Date



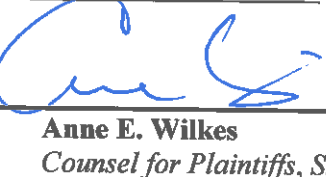
Anne E. Wilkes
Counsel for Plaintiffs, Pernici et al.
v. City of Shreveport, No.: 599,698-
C; First Judicial District Court,
Caddo Parish, Louisiana

1/21/2020
Date




Jerald R. Harper
Counsel for Plaintiffs, Shirewood
Lakes Apartments, LLC d/b/a
Lakeville Townhomes v. City of
Shreveport, No.: 616,821-C; First
Judicial District Court, Caddo
Parish, Louisiana

1/21/20
Date



Anne E. Wilkes
Counsel for Plaintiffs, Shirewood
Lakes Apartments, LLC d/b/a
Lakeville Townhomes v. City of
Shreveport, No.: 616,821-C; First
Judicial District Court, Caddo
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1/21/2020
Date




Edwin H. Byrd, III
Counsel for Defendant, Pernici et
al. v. City of Shreveport, No.:
599,698-C; First Judicial District
Court, Caddo Parish, Louisiana

1/16/20
Date

Zelda W. Tucker
Counsel for Defendant, Pernici et
al. v. City of Shreveport, No.:
599,698-C; First Judicial District
Court, Caddo Parish, Louisiana

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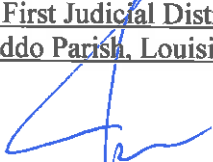
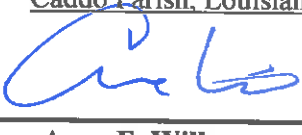


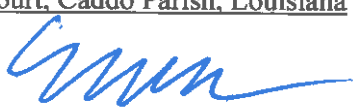

Edwin H. Byrd, III
Counsel for Defendant, Shirewood
Lakes Apartments, LLC d/b/a
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Zelda W. Tucker
Counsel for Defendant, Shirewood
Lakes Apartments, LLC d/b/a
Lakeville Townhomes v. City of
Shreveport, No.: 616,821-C; First
Judicial District Court, Caddo
Parish, Louisiana

Date

APPROVED:

 _____ Jerald R. Harper <i>Counsel for Plaintiffs, Pernici et al. v. City of Shreveport, No.: 599,698-C; First Judicial District Court, Caddo Parish, Louisiana</i>	<u>1/21/20</u> Date	 _____ Anne E. Wilkes <i>Counsel for Plaintiffs, Pernici et al. v. City of Shreveport, No.: 599,698-C; First Judicial District Court, Caddo Parish, Louisiana</i>	<u>1/21/2020</u> Date
 _____ Jerald R. Harper <i>Counsel for Plaintiffs, Shirewood Lakes Apartments, LLC d/b/a Lakeville Townhomes v. City of Shreveport, No.: 616,821-C; First Judicial District Court, Caddo Parish, Louisiana</i>	<u>1/21/20</u> Date	 _____ Anne E. Wilkes <i>Counsel for Plaintiffs, Shirewood Lakes Apartments, LLC d/b/a Lakeville Townhomes v. City of Shreveport, No.: 616,821-C; First Judicial District Court, Caddo Parish, Louisiana</i>	<u>1/21/2020</u> Date
 _____ Edwin H. Byrd, III <i>Counsel for Defendant, Pernici et al. v. City of Shreveport, No.: 599,698-C; First Judicial District Court, Caddo Parish, Louisiana</i>	<u>1/14/20</u> Date	 _____ Zelda W. Tucker <i>Counsel for Defendant, Pernici et al. v. City of Shreveport, No.: 599,698-C; First Judicial District Court, Caddo Parish, Louisiana</i>	_____ Date
 _____ Edwin H. Byrd, III <i>Counsel for Defendant, Shirewood Lakes Apartments, LLC d/b/a Lakeville Townhomes v. City of Shreveport, No.: 616,821-C; First Judicial District Court, Caddo Parish, Louisiana</i>	<u>1/14/20</u> Date	 _____ Zelda W. Tucker <i>Counsel for Defendant, Shirewood Lakes Apartments, LLC d/b/a Lakeville Townhomes v. City of Shreveport, No.: 616,821-C; First Judicial District Court, Caddo Parish, Louisiana</i>	_____ Date

MEDIATOR CERTIFICATION:

_____ W. Ross Foote <i>Mediator</i> <i>The Patterson Resolution Group</i>	_____ Date
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