



Agreement was entered into after almost seven years of litigation, including cross motions for summary judgment, appellate briefing and argument before the Tyler and Texarkana Courts of Appeals, and briefing of a Petition for Review to the Texas Supreme Court. The terms of the Settlement Agreement do not improperly grant preferential treatment to any individual within or segment of the Settlement Class and fall within the range of possible approval as fair, reasonable, and adequate.

2. The First Notice, Second Notice, Third Notice, and Website Information (attached to the Settlement Agreement as Exhibits C, D, H, and E, respectively), and their manner of transmission are reasonably calculated to adequately apprise class members of: (i) the pending lawsuit, (ii) the proposed settlement, and (iii) their rights, including the right to either participate in the settlement, exclude themselves from the settlement, or object to the settlement and thus comply with Rule 42 and the principles of due process.

3. Pursuant to the Settlement Agreement, Class Counsel has agreed to provide the requisite notice to be paid from the Maximum Settlement Amount identified in the Settlement Agreement.

**IT IS ORDERED THAT:**

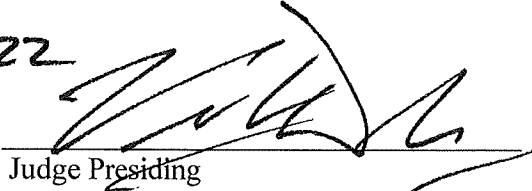
**1. Certification of Settlement Class.** The Court finds that the proposed Settlement Agreement properly and sufficiently defines the Class and the Class Claims, Issues, or Defenses, and therefore meets the requirements of Texas Rule of Civil Procedure 42. Plaintiffs Sheila Anderson, John Mills, Brenda Mills, Judy Nicks, Philip Eugene Patterson, Dale Hedrick, Laura Hedrick, Karen Wilson, and Patrick R. Gatons are appointed as Class Representatives to implement the settlement in accordance with the Settlement Agreement. Counsel for the Plaintiffs, Shannon W. Conway, Timothy M. Hoch, Daniel R. Smith, and Jonathan Mitchell, on behalf of their firms, shall serve as Class Counsel. Class Counsel will notify the Class of class certification and their right to opt out

of the class in the manner specified in Article 4 of the Settlement Agreement. The First Notice, as defined in the Settlement Agreement, shall be disseminated no later than 30 days after the entry of this Order ("Notice Date").

For the reasons set forth above, the Court GRANTS Plaintiffs' Unopposed Motion for Class Certification.

DATED:

December 20, 2022

  
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Judge Presiding