



## **FINDINGS:**

1. The Court has reviewed the terms of the proposed Settlement Agreement, the exhibits and attachments thereto, the Plaintiffs' motion papers and briefs, and the declaration of counsel. Based on its review of these papers, the Court finds that the Settlement Agreement appears to be the product of serious, informed, non-collusive negotiations over the course of several months. The Court further observes that the Settlement Agreement was entered into after almost seven years of litigation, including cross motions for summary judgment, appellate briefing and arguments 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. **Settlement Approval.** The Settlement Agreement, including the First Notice, the Second Notice, the Third Notice, and the Website Information, attached to the Settlement Agreement as

Exhibits C, D, H, and E, respectively, are approved.<sup>1</sup>

**2. Appointment of Settlement Administrator and the Provisions of Class Notice.** Pursuant to the Settlement Agreement, Class Counsel shall be primarily responsible to administer the notice requirements of Rule 42. Class Counsel will notify the Class of the settlement in the manner specified in Article 4 of the Settlement Agreement. The Second Notice shall be disseminated no later than 7 days after the entry of this Order or 21 days following mailing of the First Notice, whichever is later (“Notice Date”). The Third Notice shall be disseminated within 14 days following approval of the class action settlement.

**3. Claim for Settlement Award.** A member of the Class that wishes to make a claim against the Maximum Settlement Amount identified in the Settlement Agreement must do so by completing the Class Action Settlement Claim Form attached to the Settlement Agreement as Exhibit B and attaching satisfactory proof of identity. The completed form and all attachments must be submitted to Class Counsel no later than 11:59 p.m. on May 1, 2023 to the address listed and as directed on the Class Action Settlement Claim Form. Any claims not received or post-marked by such deadline shall be denied and shall not be eligible to receive an award under the Maximum Settlement Agreement.

**4. Objection to Settlement.** Any Class Member who has not submitted a timely written Request for Exclusion pursuant to paragraph 5 below and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement must file a written objection with the District Clerk of Gregg County, Texas no later than 7 days prior to the Settlement Hearing (“Objection and Exclusion Deadline”). Any written objection must: (1) identify the case name and \_\_\_\_\_

<sup>1</sup> Non-substantive changes, such as typographical errors, can be made to the notice documents and Request for Exclusion by agreement of the Parties without leave of Court

number, *Anderson v. Kilgore Independent School District*, Cause No. 2016-1850-CCL2, in the County Court at Law No. 2, Gregg County, Texas; (2) include the full name, address, telephone number, and email address of the person objecting; (3) include the full name, address, telephone number, and email address of the objector's counsel (if the objector is represented by counsel); and (4) state whether the objection applies only to the objector, to a specific subset of the class, or to the entire class, and the grounds for the objection. Delivery, if submitted through an e-filing system, must be completed by 11:59 p.m. CST on the day of the Objection and Exclusion Deadline. If submitted by U.S. mail or other mail services, the objection must be actually received by the Objection and Exclusion Deadline. **Failure to Object to Settlement.** Members of the Class who fail to object to the Settlement Agreement in the manner specified above shall: (i) be deemed to have waived any objection to the Settlement Agreement; (ii) be foreclosed from making any objection to the Agreement and proposed Settlement by appearing at the Final Settlement Hearing; and (iii) be foreclosed from making any objection through appeal, collateral attack, or otherwise.

**5. Requesting Exclusion.** Members of the Class may elect to not be part of the Class and not be bound by this Settlement Agreement. To request to be excluded from the Settlement, Class Members must timely submit a written request for exclusion in the form of the Request by Class Member to be Excluded from Class Action included in the Website Information. To be excluded from the Settlement, the request for exclusion (i) must be completed by 11:59 p.m. CST on the day of the Objection and Exclusion Deadline if submitted through an e-filing system, and (ii) must be actually received by the Objection and Exclusion Deadline if submitted by U.S. mail or other mail services. Any person or entity who falls within the definition of the Class and who validly and timely requests exclusion from the Settlement shall not be a Settlement Class Member; shall not be bound by the Settlement Agreement; shall not be eligible to apply for any benefit under the terms

of the Settlement Agreement; and shall not be entitled to submit an Objection to the Settlement.

**6. Termination.** If this Settlement Agreement terminates for any reason, this Action will revert to its previous status in all respects as it existed immediately before the Parties executed the Settlement Agreement, including decertification of the Class without prejudice to seeking contested certification. This Order will not waive or otherwise impact the Parties rights or arguments.

**7. Motion for Fees, Expenses, or Service Awards.** No later than 10 days after the Notice Date, Plaintiffs shall file their Motion for Fees and Expenses. Plaintiffs shall be permitted to file a reply to any objections to their request for fees, expenses, or service awards on or before 3 days before the Settlement Hearing.

**8. Final Settlement Hearing.** The Court will hold a Final Approval Hearing on March 6, 2023, at 10:00am in the Courtroom for the County Court at Law No. 2 in Longview, Gregg County, Texas.


**9.** At the Final Approval Hearing, the Court will consider whether: (a) the Settlement is fair, reasonable, and adequate; (b) the Settlement Class should be finally certified; and (c) Class Counsel's motion for attorneys' fees and costs should be granted.

**10.** The Court reserves the right to continue the date of the Final Approval hearing without further notice to non-party Class Members.

**11. Stay of Dates and Deadlines.** All discovery and pretrial and trial proceedings and deadlines are vacated until further notice from the Court, except for such actions as are necessary to implement the Settlement Agreement and this Order.

For the reasons set forth above, the Court GRANTS Plaintiffs' motion for preliminary approval.

DATED: December 20, 2022



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Judge Presiding