

18th JUDICIAL DISTRICT COURT

PARISH OF IBERVILLE

STATE OF LOUISIANA

BRANDI SPRIGGS, INDIVIDUALLY
AND TIM FABRE, NICOLE FABRE
AND KAYLA LYNN DUPONT,
CLASS REPRESENTATIVES ON
BEHALF OF ALL OTHERS SIMILARLY
SITUATED

NO.: 81,538

DIVISION: "A"

VERSUS

BLUE CUBE OPERATIONS, LLC

ORDER OF PRELIMINARY APPROVAL OF PROPOSED SETTLEMENT

Except as otherwise expressly provided below or as the context otherwise requires, all capitalized terms used in this Order of Preliminary Approval of Proposed Settlement shall have the meanings and/or definitions given them in the Settlement Agreement ("Settlement Agreement") entered into by and between Class Counsel, on behalf of the Class, and the Compromising Parties. The original of the Settlement Agreement is filed in these proceedings as Exhibit A to the Joint Motion for Preliminary Approval of Proposed Settlement (the "Joint Motion") signed by or on behalf of the Class and the Compromising Parties.

On considering the Joint Motion for Preliminary Approval of Proposed Settlement, filed by (a) the plaintiff class, as represented by Class Counsel, and (b) the Compromising Parties, for (i) preliminary approval of the Settlement Agreement and the Settlement as fair, reasonable, and adequate, and (ii) an order setting the hearing on certification of the Class as Defined for settlement purposes only, the evidence submitted to the Court by the parties in support of this motion, the record of these proceedings, the recommendation of counsel for the moving parties, and the requirements of law, the Court finds, upon preliminary review, that (1) this Court has jurisdiction over the subject

matter and parties to this proceeding; (2) the proposed Settlement Agreement is the result of arms-length negotiations between the parties; (3) the proposed Settlement Agreement is not the result of collusion; (4) the settlement as proposed in the Settlement Agreement bears a probable, reasonable relationship to the claims alleged by the plaintiffs and the litigation risks of the settling parties; and (5) the settlement as proposed in the Settlement Agreement is within the range of possible judicial approval. Accordingly:

IT IS ORDERED that:

(1) The Settlement Agreement and all exhibits attached thereto and/or to the Joint Motion and the Settlement are preliminarily approved by the Court as being fair, reasonable, and adequate, entered into in good faith, free of collusion to the detriment of the Class, and within the range of possible judicial approval.

(2) A hearing on the certification of the Class as Defined for settlement purposes only under articles 591, *et seq.*, of the Louisiana Code of Civil Procedure shall commence on the 24 day of **November**, 2025, at 8:30 A.M., at the **in the Scott Civic Center in New Roads, Louisiana** Iberville Parish Courthouse, Plaquemine, Louisiana.

(3) The form and execution of the Escrow Agreement and the nomination of Plaquemine Bank and Trust Company as the Escrow Agent are hereby approved.

(4) The accounting firm of Bourgeois Bennett, CPAs & Consultants, shall serve as the Court Appointed Disbursing Agent in connection with the Settlement Agreement 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 disbursements; managing the financial aspects of claims, fees, costs, and expenses and the computerized generation and preparation of all data regarding evaluation of claims; managing the financial aspects of the eventual disbursement of the settlement funds; and the administration, with the Escrow Agent, of the QSF, subject in all respects to further orders and direction of the Court.

(5) This Court shall assume continuing jurisdiction over the Settlement-related funds in the QSF; the Settlement-related funds in such account may be disbursed, paid, and/or transferred in accordance with the provisions of the Settlement Agreement.

(6) The funds deposited and to be deposited into the QSF are designated as a qualified settlement fund pursuant to the U.S. Int. Rev. Code § 468B (26 U.S.C. § 468B) and shall be regulated according to the regulations promulgated thereunder from the date of this order; this Court shall assume continuing jurisdiction over the Escrow Account in accordance with U.S. Int. Rev. Code § 468B (26 U.S.C. § 468B) and the regulations promulgated thereunder; and the funds in such account may be invested, disbursed, paid, and/or transferred in accordance with the provisions of the Escrow Agreement and/or the Settlement Agreement.

(7) The appointment of Robert Dampf with Perry Dampf Dispute Solutions, as special master, pursuant to La. R.S. 13:4165, to assist the Court, in cooperation and coordination with Class Counsel, to accomplish those matters more fully described in the Settlement Agreement, including, without limitation, to: (i) devise a plan for establishing appropriate reserves to be deducted from the settlement funds in order to establish the amount available from the settlement funds for distribution to Class Members; (ii) establish appropriate criteria for evaluation of claims of Class Members; (iii) review and evaluate claims of Class Members in accordance with the criteria so established; (iv) establish proposed allocations for each Class Member in accordance with these criteria and evaluations; (v) prepare a proposed plan for distribution of the proposed allocations; (vi) 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; (vii) engage such staff, deputies, and experts as reasonably necessary and conduct such hearings as may be necessary and appropriate to carry out this assignment and the Class Member disbursements; and (viii) perform such other acts and functions as may be necessary or appropriate to fulfill the duties and responsibilities as

set forth herein, assist the Court in further settlement negotiations, or as the Court may direct, is hereby approved.

(8) Except as otherwise provided in the Settlement Agreement and/or the Escrow Agreement, the QSF shall be maintained and managed at interest under the supervision and orders of the Court.

(9) No disbursements of the Settlement-related funds in the QSF shall be permitted, except in accordance with the Settlement Agreement, unless and until (a) the Effective Date has occurred, or (b) the Settlement Agreement is terminated and the Settlement-related funds in the QSF are to be returned to the Funding Compromising Party, as provided in the Settlement Agreement.

(10) Any contingency fee contracts affecting the representation of plaintiffs in the Class Action which are dated after the date of this Order of Preliminary Approval of Proposed Settlement shall not be enforceable, absent good cause shown following appropriate judicial proceedings and approval of the Court.

(11) This Court shall maintain continuing jurisdiction over these settlement proceedings to assure the effectuation thereof for the benefit of the Class, including the allocation and distribution of all available settlement funds and hearing thereon.

(12) The commencement and/or prosecution of any and all actions and proceedings (including discovery) Related to the Incident by, on behalf of, or through any Class Members against any of the Released Parties (excluding, therefrom, however, those proceedings within the Class Action necessary to obtain certification of the Class as Defined for settlement purposes only and final approval of the Settlement in accordance with the Settlement Agreement), are hereby enjoined and stayed during the pendency of these settlement proceedings unless modified by further order of this Court.

(13) The injunction and stay provided herein prohibits any action Related to the Incident other than the Class Action from being certified as a class action.

The Clerk of Court is hereby instructed to provide mail notice of this Order of Preliminary Approval of Proposed Settlement to those persons identified in the attached mail notice list.

Thus, done and signed, this 13th day of June, 2025, Plaquemine, Louisiana.



HONORABLE J. KEVIN KIMBALL
JUDGE, 18th JUDICIAL DISTRICT COURT

**MAIL NOTICE LIST FOR ORDER OF PRELIMINARY
APPROVAL OF PROPOSED SETTLEMENT**

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