

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF LOUISIANA

IN RE:  
LOUISIANA SAFETY ASSOCIATION  
OF TIMBERMEN - SELF INSURED FUND  
DEBTOR

CASE NO. 15-81004  
CHAPTER 7

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T. BRETT BRUNSON AS TRUSTEE FOR  
LOUISIANA SAFETY ASSOCIATION OF  
TIMBERMEN – SELF INSURED FUND,  
Plaintiff

ADVERSARY PROCEEDING  
No. 17-08003

Versus

ASCENSION READY MIX, INC.,  
O'NEAL GAS, INC.,  
E.A. HINTON WELL SERVICING INC., and  
ALFORD MOTORS, INC.  
(On behalf of themselves  
and others similarly situated),  
Defendants

CLASS ACTION

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT**

*A federal court authorized this Notice. This is not a solicitation from a lawyer.*

***YOU ARE RECEIVING THIS NOTICE BECAUSE TIMBERMEN'S RECORDS INDICATE THAT YOU MAY BE A CLASS MEMBER AND, IF SO, THEN YOU ARE A DEFENDANT IN THIS LAWSUIT***

***(PLEASE READ BELOW TO CONFIRM)***

***PLEASE READ THIS NOTICE CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND POTENTIAL LIABILITY UNDER THE PROPOSED CLASS ACTION SETTLEMENT.***

**PRELIMINARY STATEMENT**

The Trustee for Louisiana Safety Association of Timbermen – Self Insured Fund (“**Timbermen**”) has filed this lawsuit (“**Class Action**”) against a large group of defendants (“**Class**” or “**Class Members**”).

**The Class Members being sued in this Class Action lawsuit are** all members of Timbermen who were members from January 1, 1998 through September 11, 2015, except those members with whom the Trustee has settled and granted a release of liability. Timbermen’s records list you as a member of Timbermen for certain dates between 1998 and 2015 (those records show you received coverage for workers’ compensation claims through Timbermen at some point during this time). **YOU ARE A CLASS MEMBER, AND THUS A DEFENDANT IN THIS CLASS ACTION, IF YOU WERE A MEMBER OF TIMBERMEN AT SOME POINT DURING 1998 THROUGH 2015 AND YOU HAVE NOT REACHED A SETTLEMENT OF YOUR LIABILITY WITH THE TRUSTEE.**

**This lawsuit is about** whether, and to what extent, members of Timbermen may be liable or responsible for the claims or debts filed in Timbermen’s Chapter 7 bankruptcy case (“**Bankruptcy Case**”). The Trustee was appointed in the Bankruptcy Case to act on behalf of Timbermen. The Trustee claims that Class Members are solidarily liable (that is, each member may be liable or responsible for the whole amount due) under certain contracts between each Class Member and Timbermen and/or under Title 23 (“Labor and Workers Compensation”) of Louisiana Revised Statutes, for the payment of some or all of the outstanding obligations of Timbermen, as allowed in the Bankruptcy Case (the “**Allowed Claims**”).

This Notice contains summary information about the proposed Settlement of the Class Action. The terms and conditions of the Settlement are set forth in the Class Action Settlement Agreement (“**Settlement Agreement**” or “**Settlement**”). **A COPY OF THE SETTLEMENT AGREEMENT IS AVAILABLE ON THE CLASS ACTION WEBSITE, [WWW.TIMBERMENCLASSACTION.COM](http://WWW.TIMBERMENCLASSACTION.COM), OR CAN BE REQUESTED FROM CLASS COUNSEL, WHICH ARE LISTED ON P. 5 OF THIS NOTICE.** You should visit the website if you would like more information about the Settlement or other matters described in this Notice.

## SUMMARY OF THE SETTLEMENT

The Settlement Agreement remains subject to final approval of the Bankruptcy Court. After thorough investigation of the issues asserted in the Class Action and extensive negotiations, the parties reached the Settlement. The Settlement Agreement resolves the Class Action by allowing each Class Member to be released of liability by paying a fixed amount significantly lower than originally sought by the Trustee. Specifically, the Settlement bases the Class's liability on estimated workers' compensation-related Allowed Claims that were timely filed in Timbermen's Bankruptcy Case ("**Agreed Claims**"), as opposed to liability for all Allowed Claims in the amounts originally filed by Timbermen's creditors. It further provides for the Class liability to be equally allocated among Class Members who were members of Timbermen during the same Timbermen fund year(s). In addition, the Settlement allows for *pro rata* sharing of Class Counsel fees (fees for defending Class Members in this Class Action), based on the amount of Class Members' Agreed Claims liability.

Each Class Member who pays its fixed, assigned liability amount ("**Payment Amount**") per the Settlement Agreement terms shall be released from any and all liability to the Trustee and Timbermen for all claims asserted, or which could have been asserted, in this Class Action, reserving all the Trustee's rights to recovery for (a) Class Action claims against any Class Member who opts out of the Class or fails to remit its Payment Amount per the Settlement Terms and (b) any claims unrelated to the Class Action against Class Members or other members of Timbermen. Class Members who fail to comply with their respective Payment Amount obligations, as set forth in the Settlement Agreement, will remain liable to the Trustee without receipt of any benefit afforded to Class Members pursuant to this Settlement Agreement and without any prejudice to the Trustee's rights against such non-paying Class Members.

If the Settlement Agreement is not approved and the Trustee is ultimately successful in proving his claims that each Class Member is solidarily liable for all Allowed Claims, the liability exposure for a Class Member could potentially range from \$6.8 million to approximately \$33 million. Thus, the Trustee and Class Counsel believe that such exposure for a Class Member is much greater than any Class Member's Payment Amount under the Settlement.

The Trustee and the Class Representatives believe that the terms of the Settlement Agreement are fair to Class Members and reduce each participating Class Member's exposure for Timbermen's liabilities, while spreading liability equitably among Class Members. For more specific details, please refer to the Settlement Agreement and its exhibits.

### HEARING ON FINAL APPROVAL OF THE SETTLEMENT AND CLASS COUNSEL FEES

A hearing ("**Fairness Hearing**") on Final Approval of the Settlement and motion for approval of Class Counsel's fees will occur at 10:00 a.m., on October 6, 2022 before U.S. Bankruptcy Judge John W. Kolwe ("**Bankruptcy Court**") at the John M. Shaw United States Courthouse, Courtroom 5, 800 Lafayette Street, Lafayette, Louisiana. In addition, a hearing on the Trustee's motion for authority to enter into the Settlement Agreement, pursuant to Federal Rule of Bankruptcy Procedure 9019, is also scheduled before the Bankruptcy Court at the same time, date and location. A copy of the Settlement and foregoing motions is available on the Class Action website, [www.timbermenclassaction.com](http://www.timbermenclassaction.com), or can be requested from Class Counsel, as listed on p. 5 of this Notice.

Any objection to the Settlement or motions listed above must be filed by August 1, 2022 and, at the same time, served upon Class Counsel and Trustee's Counsel, as listed on p. 5 of this Notice.

#### **1. Why did I receive this Notice?**

The Court caused this Notice to be sent to you because Timbermen's records indicate that you may be a Class Member. If you fall within the description of a Class Member on p. 1 of this Notice, you have the right to know about the Settlement, potential liability under the Settlement and options available to you before the Bankruptcy Court decides whether to grant final approval of the Settlement.

#### **2. Why am I being sued in this Class Action?**

The Trustee claims that Class Members may be solidarily liable (that is, each member may be liable or responsible for the whole amount due) under certain contracts between each Class Member and Timbermen and/or under Title 23 of Louisiana Revised Statutes, for the payment of the Allowed Claims in the Bankruptcy Case. Through the Class Action, the Trustee seeks a judgment against each Class Member in the total amount of Allowed Claims. While many of the claims remain subject to objection, currently, the timely filed Allowed Claims total approximately \$33 million.

Rather than suing each of the roughly 5,000 Class Members in separate lawsuits, the Trustee filed this Class Action against all Class Members with the goal of: (a) ensuring fair and consistent outcomes with the most efficient procedure, (b) allowing the Class Members to be jointly represented by Court-approved lawyers whose costs would be shared across the Class rather than borne by individual Class Members, and (c) attempting to reach a settlement with the Class that would divide the amount due by Class Members more fairly than seeking to collect as much money as possible from Class Members in individual lawsuits.

On August 22, 2018, the Bankruptcy Court certified a defendant Class in the Class Action. The ruling by the Court of a class action does not mean that any other issues have been determined, or that any monetary relief has been awarded. Rather, that ruling means that the final outcome of this lawsuit—whether favorable to plaintiffs or defendants—will apply in a like manner to every Class Member; that is to all individuals and entities described above who do not timely elect to be excluded from the Class.

Class Representatives, appointed to represent the Class in the Class Action, have raised multiple defenses on behalf of the Class and deny, among other things, the scope of liability, or debt, claimed by the Trustee. Class Representatives claim and assert, among other things, that the amount due by a Class Member should be limited to only valid amounts of workers' compensation claims incurred during the years that a member maintained workers' compensation coverage with Timbermen.

### 3. **Why is there a Settlement?**

On May 17, 2022, the Bankruptcy Court granted *preliminary* approval of the proposed Settlement of the Class Action; however, the Bankruptcy Court has not yet reached a final decision on Settlement approval. The Settlement is based on extensive negotiations between Class Counsel and Trustee's Counsel, following investigation into the respective parties' claims and defenses asserted in the Class Action. The parties have considered the uncertainties and risks of litigation and have concluded that settling on the terms and conditions set forth in the Settlement Agreement serves the best interest of the parties. Without a Settlement, there is a substantial risk that, after trial, each Class Member would potentially be exposed to a judgment in a substantially higher amount than the amount assigned to the Class Member in the Settlement. Settling now also avoids the costs of continued litigation, including potential appeals.

### 4. **What does the Settlement Agreement provide?**

The Settlement Agreement provides for each Class Member to pay a fixed amount based on the estimated Allowed Claims for the years when the Class Member was a member of Timbermen. Such amounts will be deposited by the Trustee into the Settlement Fund, which shall be used to pay Agreed Claims in the Bankruptcy Case, unpaid Class Counsel fees, reimbursement to Class Representatives for attorneys' fees paid by them to Class Counsel for defense of the Class Action, and the noticing expenses incurred in this Class Action.

The Settlement Agreement further provides that after a Class Member complies with its payment obligations due under the Settlement, the Class Member shall be fully released from all claims asserted, or which could have been asserted against it in the Class Action.

### 5. **What will I owe if the Settlement Agreement is approved?**

The Payment Amount for each Class Member is based upon the Class Member's share of Agreed Claims and Class Counsel fees. Exhibit SVS\* to the Settlement Agreement sets forth each Class Member's share of Agreed Claims. In addition to this amount, each Class Member, who does not exclude itself, or opt out, of the Class and Settlement, will share responsibility, on a *pro rata* basis, for the fees and expenses of Class Counsel, as approved by the Bankruptcy Court. In exchange for the Payment Amount, Class Members will be released from liability for all claims asserted or which could have been asserted against them in the Class Action.

To demonstrate how to calculate a Class Member's liability under the Settlement, the Payment Amount calculation for hypothetical Class Member X is shown below:

#### Assumptions

Assumption 1: **Exhibit SVS** to the Settlement Agreement indicates that Class member X's Summed Annual Virile share is \$5,000

Assumption 2: The Bankruptcy Court has entered a final order approving \$500,000 for Class Counsel's fees and expenses.

CLASS COUNSEL VIRILE SHARE FOR CLASS MEMBER X:

$\frac{\$5,000 \text{ (Class Member X's Summed Annual Virile Share)}}{\$6,760,194.42 \text{ (Total of Summed Annual Virile Shares)}} = .0007396$

$\$500,000 \text{ (approved Class Counsel fees and expenses)} \times .0007396 = \underline{\$369.81}$   
Class Member X's Class Counsel Virile Share is \$369.81

CLASS MEMBER X'S TOTAL ANNUAL VIRILE SHARE:  $\$369.81 + \$5,000 = \$5,369.81$

CLASS MEMBER X'S PAYMENT AMOUNT:  $\$5,369.81 \times 2 = \$10,739.62$

\*The Settlement Agreement, including Exhibit SVS, can be found on the Class Action website: [www.timbermenclassaction.com](http://www.timbermenclassaction.com).

**6. How will the Payment Amount be paid?**

After the Bankruptcy Court grants final approval to the Settlement Agreement, the Trustee will send a notice of the Payment Amount to all Class Members (“**Demand for Payment**”). Each Class Member, who was issued a Demand for Payment in an amount less than or equal to \$6,000, shall pay its Payment Amount to the Trustee within forty-five (45) days of the date of mailing of the Demand for Payment (“**Payment Deadline**”). Each Class member, who was issued a Demand for Payment in an amount greater than \$6,000, shall have the option to either (i) pay the entire Payment Amount to the Trustee by the Payment Deadline; or, (ii) by the Payment Deadline, pay 20% of the Payment Amount to the Trustee and execute a Promissory Note, in favor of the Trustee for the balance of the Payment Amount. Amounts due under the promissory note will be payable over a period of six (6) months at a rate of 12% interest.

**7. Can I opt out or exclude myself from the Settlement?**

If you fit the above description of a Class Member, you have a choice whether to request to be excluded from the Class or to remain in the Class and participate in the Settlement. Regardless of your decision, your choice will have consequences which you should understand before making your decision.

To opt out of the Class, you must send a letter by certified mail (or express courier with return receipt) to: W. L. West, Attn: Timbermen Class Action, Roedel, Parsons, Fontana, Piontek & Pisano, 8440 Jefferson Highway, Suite 301, Baton Rouge, LA 70809. Your letter must include your: (a) name, including the name of any entity that you represent in connection with this Class Action, and, if applicable, your title or basis of your authority to act for that entity, (b) address, and (c) telephone number. The letter must be: (a) signed by you under oath, (b) acknowledged by a Notary Public, and (c) state generally:

To the Presiding Judge: I want to exclude myself from the Class in *T. Brett Brunson, as Trustee for Timbermen v. Ascension Ready Mix, Inc., et al.*, Case No. 17-08003, U.S. Bankruptcy Court, Western District of Louisiana.

To be effective, your written request for exclusion must be RECEIVED at the above address no later than August 1, 2022. If you do not follow the above procedures—including meeting the deadline for exclusion—you will not be excluded from the Class. You cannot exclude yourself on the website, by telephone, facsimile, by email or any means other than as specified herein.

**If you choose to exclude yourself from, or opt out of, of the Settlement and Class Action, the Trustee may file a separate lawsuit against you seeking to collect from you the full amount of Timbermen’s Allowed Claims incurred after the beginning of the fund year in which you became a member of Timbermen; and, you will not be bound by any rulings, settlements or judgments in this Class Action and will not be represented by the Class Representatives or Class Counsel.**

**8. Do I have a lawyer in the Class Action?**

The Bankruptcy Court has appointed Roedel Parsons Fontana Piontek & Pisano Law Firm and The Steffes Firm, LLC as Class Counsel in the Class Action. Class Counsel has been appointed to represent the Class. If you want to be represented by your own lawyer, you may retain one at your own expense.

**9. How will Class Counsel be paid?**

Class Counsel has agreed to be compensated on an hourly-fee basis and reimbursed for expenses incurred on behalf of the Class. The Settlement provides for Class Counsel’s fees and expenses to be divided among Class Members on a pro rata basis, based on the Agreed Claims liability of each Class Member. Class Counsel fees to be paid by the Class shall not exceed \$500,000 and are subject to approval by the Bankruptcy Court at the Fairness Hearing. Under the terms of the Settlement, a Class Member’s liability for Class Counsel fees and expenses ranges from approximately \$1 to \$880, depending on the year(s) in which the Class Member was a member of Timbermen.

**10. If I do not like the Settlement, how do I object?**

If you have not excluded yourself, or opted out, of the Settlement and Class Action, and you want to object to the Settlement, you must (a) file an objection with the Clerk of Court, listed below, no later than August 1, 2022; and, (b) at the same time, mail a copy of that objection to Class Counsel and Trustee’s Counsel, listed on p.5 of this Notice. You must state in your objection: (a) the name and number of this case (*T. Brett Brunson, as Trustee for Louisiana Safety Association of Timbermen – Self Insured Fund v. Ascension Ready Mix, et al.*, Case No. 17-08003); (b) the name, address and telephone number of the objecting Class Member and, if represented by counsel, the name, address and telephone number of Class Member’s counsel; (c) a description of the specific basis for each objection raised; (d) a list of any documents you wish the Bankruptcy Court to consider; and, (e) a statement of whether you intend to appear at the Fairness Hearing, either with or without counsel. If you have filed an objection, you may, but need not, appear at the Fairness Hearing in person.

<b>CLASS COUNSEL</b>	
W.L. West Roedel, Parsons, Blache, Fontana, Piontek & Pisano Law Firm 8440 Jefferson Hwy. Suite 301 Baton Rouge, LA 70809	Barbara B. Parsons The Steffes Firm, LLC 13702 Coursey Blvd., Bldg. 3 Baton Rouge, LA 70817
Dedicated e-mail and phone number for inquiries to Class Counsel:	
E-mail: <a href="mailto:timbermenclassaction@roedelparsons.com">timbermenclassaction@roedelparsons.com</a>	Phone: (225) 329-2465
<b>TRUSTEE'S COUNSEL</b>	
M. Thomas Arceneaux Rebecca S. L. Radford Blanchard, Walker, O'Quin & Roberts, APLC 333 Texas Street, Suite 700 (71101) P.O. Drawer 1126 (71163) Shreveport, LA	
<b>CLERK OF COURT</b>	
U.S. Bankruptcy Court John M. Shaw United States Courthouse 800 Lafayette Street, Suite 1200 Lafayette, Louisiana 70501	

**11. When and where will the Bankruptcy Court decide to approve the Settlement?**

The Fairness Hearing on final approval of the Settlement and approval of Class Counsel's fees and expenses will occur at 10:00 a.m., on October 6, 2022 before the Bankruptcy Court at the John M. Shaw United States Courthouse, Courtroom 5, 800 Lafayette Street, Lafayette, Louisiana. In addition, a hearing on the Trustee's motion for authority to enter into the Settlement Agreement, pursuant to Federal Rule of Bankruptcy Procedure 9019, is also scheduled before the Bankruptcy Court at the same time, date and location. The above-mentioned motions can be viewed on the Class Action website, [www.timbermenclassaction.com](http://www.timbermenclassaction.com), or can be requested from Class Counsel, as listed on p. 5 of this Notice.

**12. Do I have to attend the Fairness Hearing?**

No, but you are welcome to attend at your own expense. If you timely file an objection to the Settlement, the Bankruptcy Court will consider it, regardless of your attendance at the Fairness Hearing, when the Bankruptcy Court considers approval of the Settlement.

**13. What happens if I do nothing at all?**

If you are a Class Member as defined on p. 1 of this Notice, and you do nothing, then you will participate in the Settlement and be included in any related Judgment entered by the Bankruptcy Court if the Settlement is approved.

**14. How do I get more information?**

You can visit the Class Action website at [www.timbermenclassaction.com](http://www.timbermenclassaction.com), which contains copies of all key pleadings, orders, and the Settlement Agreement. A complete set of pleadings and Class Action filings or entries may be obtained through [www.pacer.gov](http://www.pacer.gov). You can also write W. L. West, Roedel, Parsons, Fontana, Piontek & Pisano, 8440 Jefferson Highway, Suite 301, Baton Rouge, LA 70809 or Barbara B. Parsons, The Steffes Firm, LLC, 13702 Coursey Blvd., Bldg. 3, Baton Rouge, LA 70817, call them at (225) 329-2465 or email them at [timbermenclassaction@roedelparsons.com](mailto:timbermenclassaction@roedelparsons.com). Please reference the Timbermen Class Action in any communication with Class Counsel.

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.**

DATED: May 18, 2022

BY ORDER OF THE COURT

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## **If you were a member of Timbermen Self Insured Fund between 1998 and 2015, you may be liable for certain claims under a Class Action Settlement.**

On May 17, 2022, the Court granted preliminary approval of the Settlement in the Class Action: *T. Brett Brunson, as Trustee for Louisiana Safety Association of Timbermen – Self Insured Fund v. Ascension Ready Mix, Inc., O’Nealgas, Inc., E.A. Hinton Well Servicing, Inc., and Alford Motors, Inc.*, Case No. 17-8003, U.S. District Court for the Western District of Louisiana. **Please visit [www.timbermenclassaction.com](http://www.timbermenclassaction.com), call class counsel at (225) 329-2465 or e-mail them at [timbermenclassaction@roedelparsons.com](mailto:timbermenclassaction@roedelparsons.com) for more information.**

### **WHO IS AFFECTED?**

All members of Timbermen who were members from January 1, 1998 through September 11, 2015, except those members with whom the Trustee has settled and granted a release of liability or those who have previously been excluded. **You are a Class Member, and thus a defendant in the class action, if you were a member of Timbermen at any point during 1998 through 2015 and you have not reached a settlement of your liability with the Trustee or previously excluded yourself from the Class.**

### **WHAT IS THIS LAWSUIT ABOUT?**

The Trustee, appointed in Timbermen’s chapter 7 Bankruptcy Case, claims that Class Members are solidarily liable (that is, each member may be liable or responsible for the whole amount due) under certain contracts and/or Louisiana law for the payment of claims or debts allowed in the Bankruptcy Case (“**Allowed Claims**”). The Trustee seeks a judgment against each Class Member in the total amount of those Allowed Claims. While many of them remain subject to objection, currently, the timely filed Allowed Claims total approximately \$33 million.

### **WHAT DOES THE SETTLEMENT PROVIDE AND WHAT WILL I OWE IF IT IS APPROVED?**

The Settlement Agreement provides for each Class Member to pay a fixed amount (“**Payment Amount**”) based on certain estimated Allowed Claims incurred only during the years in which the Class Member was a member of Timbermen. Those amounts will be used to pay Allowed Claims in the Bankruptcy Case, unpaid Class Counsel fees and expenses (up to \$500,000), reimbursement to Class Representatives for attorneys’ fees paid by them to Class Counsel for defense of the Class Action, and the noticing expenses incurred in this Class Action.

The Payment Amount for each Class Member is based upon the Class Member’s share of certain Allowed Claims and Class Counsel fees. The Settlement Agreement includes a chart with each Class Member’s share of Allowed Claims, which share will also be used to determine each Class Member’s *pro rata* share of fees and expenses of Class Counsel, as approved by the Bankruptcy Court. In exchange for payment made per the Settlement Agreement, a Class Member will be released from liability for all claims against it in the Class Action.

### **HOW WILL THE PAYMENT AMOUNT BE PAID?**

If the Bankruptcy Court grants final approval to the Settlement Agreement, the Trustee will send a notice to all Class Members of the Payment Amount due under the Settlement. Payment Amounts will be due within forty-five (45) days, except that any Class Member whose Payment Amount is more than \$6,000 will be given the option to pay the Payment Amount over a period of six (6) months at a rate of 12% interest.

### **WHAT ARE YOUR OTHER OPTIONS?**

If you are a Class Member and do not want to be legally bound by the Settlement, you may send a request for exclusion (“Opt Out”). **If you choose to Opt Out, the Trustee may file a separate lawsuit against you seeking to collect from you the full amount of Timbermen’s Allowed Claims incurred after the beginning of the year in which you became a member of Timbermen; and, you will not be bound by any rulings, settlements or judgments in this Class Action and will not be represented by Class Counsel.**

If you do not Opt Out, you may object to the Settlement; but, you will still be bound by the Settlement if your objection is rejected. The deadline to Opt Out or object is August 1, 2022. A Fairness Hearing on final approval of the Settlement and approval of Class Counsel’s fees will be held at 10:00 a.m. on October 6, 2022. You may ask to attend the Fairness Hearing, on your own or through your own counsel; but, you are not required to attend. For more details, including how to opt out or object, visit [www.timbermenclassaction.com](http://www.timbermenclassaction.com), call class counsel at (225) 329-2465 or e-mail them at [timbermenclassaction@roedelparsons.com](mailto:timbermenclassaction@roedelparsons.com).