EAST BATON ROUGE PARISH
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**TROY LILLIE, ET AL.** **DOCKET NO. 581670 SECTION 24**

**VERSUS** **19th JUDICIAL DISTRICT COURT**

**STANFORD TRUST COMPANY AND STATE OF LOUISIANA, THE OFFICE OF FINANCIAL INSTITUTIONS** **PARISH OF EAST BATON ROUGE**

**STATE OF LOUISIANA**

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**CLASS MEMBERS MOTION FOR NEW TRIAL**
**(LSA-C.C.P. ART. 1973 and 1972)**

Now before this Court comes undersigned Counsel, on behalf of the Class Members, who do hereby file Motion for New Trial and Memorandum in Support of Motion for New Trial pursuant to LSA-C.C.P. Art. 1972 and 1973 for the following reasons:

1. A jury trial in the case commenced on July 22, 2024.

2. A verdict was rendered by the Jury on August 9, 2024.

3. A Final Judgment was signed by the Court on August 23, 2024.

4. The jury determined that OFI owed a duty to the Class members based upon the facts of the Case. (Jury Interrogatory No. 1) (**Exhibit A**).

5. The facts, without being contested with any written documents by OFI, established the following written Policies and Directives:

> **Travis SIB Unsafe and Unsound Directive Dated April 2, 2004. (Class Member Ex. 1169)**
>
> "*Commissioner Travis has determined that a state chartered Bank may not invest in Stanford International Bank (SIB) CDs due to certain safety and soundness concerns." Ex. 1169.*
>
> **Travis No Fee Policy Dated February 26, 2002. (Class Member Ex. 1067).**
>
> *If Stanford Trust receives a fee for placing accountholders fund in the SIB CDs in the future, you can expect this to be a violation in the examination report.* Exhibit 1067. (See also Exhibit D-Excerpts from the Examination Reports on prohibitions on the payment of Fees.).
>
> **Travis IRA Valuation Policy dated June 30, 2006. (Class Member Ex. 132).**
>
> *Deficiencies noted in the accounts related to the updating of current market value of assets held in the accounts. Regulations LRS 9:2088 requires the "accurate annual accounting to clients"; and IRC 408 requires reporting current market value on form 5498.* (See also Exhibit C-Excerpts from the Examination Reports on required Valuations.).

(collectively referred to as the "Three OFI Policy Directives").

6. The Jury determined that OFI was not reckless in not enforcing these policies (Jury Interrogatory No. 2). This determination by the jury was in error and ignored the overwhelming written evidence in support of a verdict for the Class Members. "Oral testimony which is in conflict

with contemporaneous documents is entitled to little evidentiary weight". *United States v. U.S. Gypsum Co.*, 333 U.S. 364, 395, 68 S. Ct. 525, 542, 92 L. Ed. 746 (1948); *Shapiro v. Sec'y of Health & Hum. Servs.*, 101 Fed. Cl. 532, 538 (2011); *Switzer v. Sec'y of Health & Hum. Servs.*, No. 18-1418V, 2022 WL 4482721, at *13 (Fed. Cl. Aug. 29, 2022). This is especially true when the oral testimony relates to a witness's recollection of events that occurred twenty years ago. The weight of the written evidence presented at trial overwhelmingly supported a verdict in favor of the Class Members. The fact that OFI had no written documents to contradict the Travis SIB Unsafe and Unsound Directive, the Travis No Fee Policy and the Travis IRA Valuation Policy but was forced to rely on the 20-year-old memory of Ducrest and Seymour and their sudden recall of their meaning 20 years later, was suspicious, not credible, biased, self-serving, prejudicial, and unreliable.

**STANDARD FOR NEW TRIAL**

7. The Class Members have filed this Motion for New Trial in accordance with La. C.C.P. art. 1972 and 1973. Unlike a Motion for a Judgment Notwithstanding the Verdict, a motion for a New Trial allows the Court to exercise discretion and to "*weigh the evidence and make credibility determinations and is not required to view the evidence in the light most favorable to the non-movant as on a JNOV motion*". As stated in the Louisiana Supreme Court case of *Martin v. Heritage Manor S. Nursing Home*, 2000-1023 (La. 4/3/01), 784 So. 2d 627, 631.

> [I]n considering whether the verdict was supported by any "fair interpretation of the evidence" on a motion for new trial, ***the trial judge is free to weigh the evidence and make credibility determinations and is not required to view the evidence in the light most favorable to the non-movant as on a JNOV motion.***
>
> *****
>
> [T]he trial court may evaluate the evidence without favoring either party; it may draw its own inferences and conclusions; and evaluate witness credibility to determine whether the jury had erred in giving too much credence to an unreliable witness." *Joseph v. Broussard Rice Mill, Inc.,* 00–0628 (La.10/30/00), 772 So.2d 94 ."

*Martin v. Heritage Manor S. Nursing Home*, 2000-1023 (La. 4/3/01), 784 So. 2d 627, 631. *Warren v. Shelter Mut. Ins. Co.*, 2016-1647 (La. 10/18/17), 233 So. 3d 568, 579 ("Most significantly, the district court has authority to evaluate witness credibility to determine whether the jury erred in giving too much credence to an unreliable witness.").

8. It is totally within the discretion of the district court to grant a New Trial. In fact, the applicable standard of review in reviewing a ruling by a district court judge to grant a New Trial is whether the district court abused its discretion in granting the New Trial. *Martin v. Heritage Manor S. Nursing Home*, 2000-1023 (La. 4/3/01), 784 So. 2d 627, 632; *Davis v. Witt*, 02–3102

(La. 7/2/03), 851 So.2d 1119, 1131; *Martin*, 784 So.2d at 632. *Warren v. Shelter Mut. Ins. Co.*, 2016-1647 (La. 10/18/17), 233 So. 3d 568, 579. *Joseph, supra* at p. 15, 772 So.2d at 104–05 (citing *Anthony v. Davis Lumber,* 629 So.2d 329 (La.1993)); *Davis, supra* at p. 10, 774 So.2d at 93 (citing *Wyatt v. Red Stick Services, Inc.,* 97–1345 (La.App. 3 Cir. 4/1/98), 711 So.2d 745). This same rule obviously is followed by the First Circuit. *Zavala v. Dover Constr. USA, LLC*, 2017-0001 (La. App. 1 Cir. 4/11/18), 249 So. 3d 24, 28 (" In ruling on a motion for new trial, the applicable standard of review is whether the trial court abused its discretion."). See *Stevens v. St. Tammany Par. Gov't*, 2021-0686 (La. App. 1 Cir. 2/25/22).

9. In rendering the judgment to grant a New Trial, the district court is required to state in detail the basis for the granting of the New Trial. As the court stated in *Martin v. Heritage Manor S. Nursing Home*, 2000-1023 (La. 4/3/01), 784 So. 2d 627,

> Because the trial judge gave no reasons why he ruled that the jury's verdict was contrary to the law and the evidence, it is more difficult to determine if he abused his discretion in so ruling. A ruling that simply says, "a new trial is warranted because the jury's verdict is contrary to the law and the evidence," gives no guidance to the appellate court as to the trial judge's reasoning in granting a new trial and requires the appellate court in its record review to determine what evidence or what law the trial court thought the verdict was contrary.

*Martin v. Heritage Manor S. Nursing Home*, 2000-1023 (La. 4/3/01), 784 So. 2d 627, 632–33.

10. A district court's determinations of credibility in ruling on a Motion for New Trial are entitled to great deference. The district court is entitled to make its own judgment about the strength of the evidence, including the credibility of witnesses. Only the trial judge can be aware of the variations in demeanor and tone of voice that bear so heavily on the listener's understanding of and belief in what is said, The district court has authority to evaluate witness credibility to determine whether the jury erred in giving too much credence to an unreliable witness when considering a motion for new trial. *Davis v. Wal–Mart Stores, Inc.*, 00–0445 (La. 11/28/00), 774 So.2d 84, 93.

11. The cumulative effect of the errors set forth herein and in the Memorandum in Support of the Motion for New Trial tainted the proceedings and made it impossible for the Class Members to obtain a fair trial. Further, the verdict was contrary to the law and evidence. A moving party, like the Class Members, may establish that individual miscues, while insufficient by itself to warrant a New Trial, have an aggregate effect that impugns the fairness of the proceedings and thus undermines the trustworthiness of the verdict. The Class Members are entitled to a New Trial

based on a cumulation of events because multiple errors have achieved the critical mass necessary to cast a shadow upon the integrity of the verdict of the jury.

12. OFI never introduced one document that contradicted or reversed the scope of the Three OFI Policy Directives. The uncontested written documentary evidence overwhelmingly established the following:

A. OFI determined the SIB CDs were unsafe and unsound as of April 2, 2004. (**Class Member Ex. 1169**)

B. Stanford Trust was prohibited from receiving fees from Allen Stanford and his companies in connection with the IRA Accounts that held the SIB CDs. (*See* **Exhibit D**[1]; **Class Member Ex. 1067**)

C. Stanford Trust was required to value the SIB CDs annually held in the IRA Accounts. (*See* **Exhibit C**[2]; *See* **Class Member Ex. 123**).

13. Firstly, based upon the overwhelming weight of the written documents introduced at trial by the Class Members relating to the Three OFI Policy Directives, the jury first determined in Interrogatory No. 1that OFI had a duty to enforce the written policies set forth in the Three OFI Policy Directives. Secondly, based upon the Jury's response to Interrogatory No. 1 that OFI had an affirmative duty to act to enforce the Three OFI Policy Directives, the jury was faced with the question in Interrogatory No. 2 as to whether OFI was reckless in not enforcing the policies established in Interrogator No. 1. Surprisingly, the jury determined OFI was not reckless despite the uncontested evidence that they did nothing to enforce the Three OFI Policy Directives. The evidence overwhelming showed that the jury should have ruled that OFI should have barred Stanford Trust from serving as a custodian of the IRA accounts that held the SIB CDs prior to January 1, 2007. The failure of the jury to arrive at this same conclusion based upon the overwhelming weight of the written documents introduced into evidence is the basis for a New Trial.

14. The jury's finding in Interrogatory No. 2 that no fault existed in light of the substantial weight of the evidence that OFI did not enforce the Three OFI Policy Directives is

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[1] **Exhibit D** is a detailed list of the excerpts from 2001-2007 Examination Reports introduced into evidence at the trial relating to the prohibition on payment of fees from Allen Stanford or his affiliates.

[2] **Exhibit C** is a detailed list of the excerpts from 2001-2007 Examination Reports introduced into evidence at the trial relating to the requirement to value the SIB CDs held in the IRA Accounts at Stanford Trust.

inherently inconsistent with the finding by the jury in Interrogatory No. 1 of the existence of an affirmative duty to the Class Members to enforce the Three OFI Policy Directives.

15. The jury determined that a duty existed to the Class Members based upon the **written** policies of OFI. The response of the jury to interrogatory No. 2 is inexplicable. The facts were uncontested that OFI violated the Three OFI Policy Directives and sat on its hands and did nothing from 2001 to 2007 despite the existence of the Three OFI Policy Directives.

**NO WRITTEN EVIDENCE WAS PRESENTED BY OFI**.

16. "Oral testimony which is in conflict with contemporaneous documents is entitled to little evidentiary weight". *United States v. U.S. Gypsum Co.*, 333 U.S. 364, 395, 68 S. Ct. 525, 542, 92 L. Ed. 746 (1948); *Shapiro v. Sec'y of Health & Hum. Servs.*, 101 Fed. Cl. 532, 538 (2011); *Switzer v. Sec'y of Health & Hum. Servs.*, No. 18-1418V, 2022 WL 4482721, at *13 (Fed. Cl. Aug. 29, 2022). This is especially true when the oral testimony relates to a witness's recollection of events that occurred twenty years ago. The weight of the written evidence presented at trial overwhelmingly supported a verdict in favor of the Class Members. The fact that OFI had no written documents to contradict the Travis SIB Unsafe and Unsound Directive, the Travis No Fee Policy and the Travis IRA Valuation Policy but was forced to rely on the 20-year-old memory of Ducrest and Seymour and their sudden recall of their meaning 20 years later, was suspicious and unreliable.

A. **Travis SIB Unsafe and Unsound Directive**. The Travis SIB Unsafe and Unsound Directive stated the SIB CDs were "unsafe and unsound." as of April 2, 2004. (Class Member Ex. 1169). No written evidence was introduced by OFI to contradict its terms. The facts were uncontested that OFI did not bar the sale of the SIB CDs to the Stanford Trust even though the uncontested facts showed former Commissioner Travis has barred the sale of the SIB CDs to bank in the state because the SIB CDs were "unsafe and unsound". OFI's failure to apply this same standard to the sale to the Class Members IRA accounts was reckless.

B. **Travis No Fee Policy**. The Travis No Fee Policy stated that no SIB Fees could be paid to Stanford Trust because of conflicts of interest. This was the same statement in the Examination Reports. (Class Member Ex. 1067 and Exhibit D). No written evidence was introduced to contradict the literal terms of the Travis No Fee Policy and Examination Reports. Twenty-eight call reports filed by Stanford Trust with OFI between 2001 and 2007 showed the actual receipt of fees in violation of the Travis No Fee Policy. It was uncontested that the call

reports introduced into evidence between the date of the Travis No Fee Policy showed the illicit Stanford Fees, that Stanford Trust continued to receive undisclosed fees from Stanford that were reported to OFI on the quarterly call reports, and OFI did not do one thing about it. The inaction in the face of a continuing violation of a known directive is reckless.

C. **Travis IRA Valuation Policy**. The Travis IRA Valuation Policy stated that valuation reports were required on all IRA Assets. (Class Member Ex. 123 and Exhibit C) This was stated in writing in the examination reports and the IRS Form 5498. No written evidence was introduced by OFI that the SIB CDs were excluded from the valuation requirement. The facts were uncontested that OFI did not bar the sale of the SIB CDs to the Stanford Trust even though the uncontested facts showed the SIB CDs were never valued from 2001 to January 1, 2007. OFI's failure to bar the sale of the SIB CDs to the Stanford Trust, when no annual valuation existed from 2001 to 2007, was reckless.

D. **OFI 2008 Strawman Case**. OFI argued over and over that OFI was not reckless in not discovering the SIB Ponzi Scheme. ("Strawman Claim"). **As a matter of law, the performance of the duties set forth in the Travis SIB Unsafe and Unsound Directive, the Travis No Fee Policy, and the Travis IRA Valuation Policy are not conditioned upon OFI's discovery of the Ponzi Scheme.** Apparently, OFI convinced the jury that it was and is the basis for a New Trial. This was a Strawman Claim concocted by OFI and was never the theory of the case asserted by the Class Members. Prejudice and confusion were created by OFI trying the Strawman Case which was not the basis for Liability as set forth in the 2021 MSJ or the Pretrial Order. The Class Members case solely related to OFI's conduct in violating the Travis SIB Unsafe and Unsound Directive, Travis No Fee Policy, and Travis IRA Valuation Policy between 2001 and January 1, 2007.

**14. JURY CONSIDERATION OF IMPROPER LEGAL STANDARD**

A. The jury properly determined that a legal duty existed to the Class Members to enforce the **written** Travis SIB Unsafe and Unsound Directive, the Travis No Fee Policy, and the Travis IRA Valuation Policy. (**Exhibit A**, Interrogatory No. 1). The facts were uncontested that OFI failed to enforce the **written** Travis SIB Unsafe and Unsound Directive, the Travis No Fee Policy, and the Travis IRA Valuation Policy.

B. As a matter of law, the performance of the duties set forth in the Three OFI Policy Directives are not "discretionary" and are not conditioned upon OFI's discovery of the Ponzi Scheme. (See Par. 36 and 37 of 2021 MSJ Proceedings Written Reasons).

C. The proper legal standard for consideration of recklessness should have been "inaction" by OFI in connection with a known risk based upon the Written Reasons Par. 36 to 37 as reviewed by both the First Circuit and the Louisiana Supreme Court in the Written Reasons issued in connection with the 2021 MSJ Proceedings. "Inaction" in the face of a known risk is recklessness when a person has a duty to act. "Inaction" in the face of a violation of a known policy is recklessness when a person has a duty to act.

## 15. PREJUDICIAL EVIDENTIARY ADMISSIONS

In a hearing on a Motion for New Trial, the court may determine how much of an effect the improperly admitted evidence had on the jury verdict. Individual miscues, while insufficient in themselves to warrant a New Trial, may have an aggregate effect that impugns the fairness of the proceedings and thus undermines the trustworthiness of the verdict. In such a case, a party deserves a New Trial based on a cumulation of events if multiple errors achieve the critical mass necessary to cast a shadow upon the integrity of the verdict. This is precisely what occurred in the verdict rendered against the Class Members by the Jury for the following reasons:

A. **Inadmissible Reports of Experts.** After this issue was brought before the Court on multiple occasions, the Court ruled that the Affidavits and Expert Reports of Ms. Karyl Van Tassel were not admissible. In a willful violation of the order of the Court, the expert reports and affidavits of Ms. Van Tassel were published on a 70-inch TV screen to the jury when the Van Tassel Video was played. The size of these inadmissible documents represented in most instances 75% of the screen with a small box appearing of her talking. This was highly prejudicial to the Class Members' case and was a willful and intentional violation of the order of the Court.

B. **Presentation of Claims from the Receivership Proceedings.** OFI were allowed to introduce multiple lawsuits from the Receivership proceedings of which the Class Members were not a party.[3] It was hearsay and irrevocably confirmed the Strawman Case which was not the subject of this proceeding and highly prejudiced the jury to focus on issues that were not the subject of the 2021 MSJ and the Pretrial Order and Travis SIB Unsafe and Unsound Directive, the Travis No Fee Policy, and the Travis IRA Valuation Policy.

[3] *See* OFI Exhibits 32, 33, 34, 36, 37, and 38.

C. **Admission of Criminal Convictions and Plea Agreements.** The admissions of the Criminal Conviction and Plea Agreement admitted into evidence by OFI were not relevant to a determination of whether OFI was reckless in the inaction of OFI in the enforcement of the Travis SIB Unsafe and Unsound Directive, the Travis No Fee Policy, and the Travis IRA Valuation Policy and were extremely prejudicial to the presentation of the Class Members Case. (OFI Exhibits Nos. 26, 27, 28, 29, 30 and 31).

D. **Presentation of the Strawman Case**. Class Members' case was set forth in the 2021 MSJ and the Pretrial Order. OFI's Strawman Case focused on the date OFI should have reasonably discovered the Ponzi Scheme. This was the focus of expert Borg's testimony. The whole fact of the matter was that the Class Members' case as set forth in the 2021 MSJ and the Pretrial Order related to the Three OFI Policy Directives. This presentation by the Strawman Case by OFI and their expert was probably the most prejudicial thing that occurred in the presentation of the case to the jury because it was not relevant to the question of whether OFI was reckless in enforcing the Three OFI Policy Directives.

E. **Other Issues**. Other issues that are set forth in the Memorandums Supporting this Motion for New Trial.

16. The jury correctly determined that the written Travis SIB Unsafe and Unsound Directive, the Travis No Fee Policy and the Travis Valuation Policy created a duty to follow the written policies of OFI and OFI had a duty to comply with these policies on behalf of the Class Members. (Jury Interrogatory No. 1).

17. However, the jury inexplicably ignored the overwhelming evidence that OFI failed to enforce the policies established in Travis SIB Unsafe and Unsound Directive, the Travis No Fee Policy and the Travis Valuation Policy. (Jury Interrogatory No. 2).

18. Oral testimony which is in conflict with contemporaneous documents is entitled to little evidentiary weight. *United States v. U.S. Gypsum Co.*, 333 U.S. 364, 395, 68 S. Ct. 525, 542, 92 L. Ed. 746 (1948). To the extend this court does not follow this rule and considers the oral testimony of witnesses for OFI to contradict the terms of the written Three OFI Policy Directives, the oral testimony of Ducrest and Seymour was not credible, biased, unreliable, self-serving and prejudicial as set forth in detail in the Memorandum in Support of the New Trial. The court should not consider this oral testimony to contradict the terms of the Three OFI Policy Directives because:

A. Ducrest testified he had no knowledge of Stanford Trust Prior to 2008.

B. Seymour's testimony was not credible for the reasons set forth in the Memorandum in Support of the New Trial.

C. The testimony of Joseph Borg, expert for OFI, did not include any of the facts relating to the Three OFI Policy Directives for the time period from 2001 to January 1, 2007.

D. All of the testimony of Ducrest and Seymour related to their recall of events twenty years before in 2004 to 2007 from the two people that were primarily responsible for the Stanford retiree's catastrophe. This in and of itself tainted the credibility and reliability of their self-serving testimony.

19. As a matter of law, inaction, in the face of known risks and violation of known written policies is reckless and gives rise to liability. The "inaction" of OFI in the fact of the Three OFI Policy directives was uncontested by OFI. No written documents were produced to show (i) the existence of another Policy other than the Three OFI Policy Directives. No evidence was presented by OFI to show the enforcement of the Three OFI Policy Directives between 2001 and January 1, 2007. The verdict was clearly contrary to the law and evidence.

20. The jury determined that the "inaction" of OFI in violating known written Three OFI Policy Directives was not reckless conduct in the performance duties owed to the Class Members (Interrogatory No. 2). A New Trial is required because the evidence overwhelming established the existence of a legal duty (Interrogatory No. 1) and the violation of the Travis SIB Unsafe and Unsound Directive, the Travis No Fee Policy and the Travis Valuation Policy.

21. The following documents are attached as Exhibits in support of the Motion for a New Trial and the Memorandum in Support of a New Trial:

| Exhibit | Description |
|---|---|
| A | Verdict Form Dated August 9, 2024 |
| B | Written Reasons Dated October 22, 2021 |
| C | Valuation Excerpts from 2001-2007 OFI Examination Reports regarding valuation of SIB CDs |
| D | Excerpts OFI Examination Reports 2001-2007 relating to SIB CD Fees |
| E | OFI Responses and Objections to Class Members' First Request for Production of Documents dated June 24, 2021 |
| F | **Demonstrative One**: Chart of Increased Reliance on SIB CD Fees Referencing Call Report Exhibits |
| G | **Demonstrative Two**: Chart of Rapid Proliferation of investments in the SIB CDs from 2004-2009. |

**PRAYER FOR RELIEF**

For the reasons stated herein and in the Memorandum in Support of the Motion for New Trial, the Class Member seek a New Trial in accordance with LSA-C.C.P. Art. 1973 and 1972 because:

A. OFI's "inaction" between 2001 and January 1, 2007 in not enforcing the Travis SIB Unsafe and Unsound Directive (Exhibit 1169), the Travis No Fee Policy (Exhibit 1067 and Exhibit D to the New Trial Memorandum), and the Travis IRA Valuation Policy (Exhibit 123 and Exhibit C to the New Trial Memorandum) and the other policies and procedures set forth in the Memorandum in Support of the Motion for New Trail, was reckless when OFI failed to bar Stanford Trust from serving as Custodian for the purchase of SIB CDs by the Class Member before January 1, 2007. There was overwhelming written evidence contrary to the verdict of the jury on Interrogatory No. 2 resulting in an unfair verdict and injustice to the Class Members.

B. The other issues of fact and law set forth in Par. 1 to 19 of this Motion and in the Memorandum in Support of the Motion for New Trial.

C. A new trial should be granted because the verdict of the Jury was contrary to the law and evidence. before January 1, 2007. There was overwhelming written evidence contrary to the verdict of the jury on Interrogatory No. 2 resulting in an unfair verdict and injustice to the Class Members.

B. The other issues of fact and law set forth In Par. 1 to 19 of this Motion and in the Memorandums in Support of the Motion for New Trial.

C. A new trial should be granted because the verdict of the Jury was contrary to the law and evidence. LSA-C.C.P. ART.1972. Further, a new trial should be granted for good reason in accordance with LSA-C.C.P. ART. 1973 at the discretion of this Court for the reasons stated herein and in the Memorandum in Support of the Motion for New Trial.

Respectfully submitted by:

**PREIS GORDON, APLC**

/s/ Phillip W. Preis
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**CLASS COUNSEL FOR CLASS MEMBERS**

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the above and foregoing pleading was this day forwarded to all counsel of record by e-mailing a copy of same properly addressed.

Baton Rouge, Louisiana, this 26th day of August 2024.

/s/ Phillip W. Preis
Phillip W. Preis

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| **TROY LILLIE, ET AL.** | **DOCKET NO. 581670 SECTION 24** |
| **VERSUS** | **19th JUDICIAL DISTRICT COURT** |
| **STANFORD TRUST COMPANY AND STATE OF LOUISIANA, THE OFFICE OF FINANCIAL INSTITUTIONS** | **PARISH OF EAST BATON ROUGE**<br>**STATE OF LOUISIANA** |

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**ORDER**

**CONSIDERING THE FOREGOING CLASS MEMBERS' MOTION FOR NEW TRIAL (LSA-C.C.P. ART. 1973 AND 1972);**

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT** Defendants show cause on the _____ day of _____, 2024 at __:00 o'clock __.M. why the Class Members' Motion for New Trial (LSA-C.C.P. ART. 1973 AND 1972) should not be granted.

**READ, RENDERED, AND SIGNED** this ___ day of_____, 2024.

_____

**THE HONORABLE DONALD R. JOHNSON**
**19TH JUDICIAL DISTRICT CHIEF JUDGE**