

**IN THE DISTRICT COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX**

CLIFFORD BOYNES, <i>et al.</i>	:	CIVIL ACTION
	:	
v.	:	No. 1:21-253
	:	
LIMETREE BAY VENTURES, LLC, <i>et al.</i>	:	

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' MOTION
FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

TABLE OF CONTENTS

I.	LITIGATION OVERVIEW	2
A.	The Contamination Incidents and Class Counsel’s Initial Investigation	2
B.	Class Counsel Pursued Relief Through the LBR Bankruptcy Proceedings	2
C.	Class Counsel Obtained Critical Injunctive Relief for Affected Residents	3
D.	Class Counsel Opposed Motions to Dismiss and Engaged in Extensive Discovery	5
II.	THE PROPOSED SETTLEMENTS	6
A.	Background	6
B.	The Court’s Preliminary Approval Order	7
III.	ARGUMENT	8
A.	The Requested Fee, Costs, and Service Awards Are Warranted in This Circuit....	8
B.	The Requested Fee is Reasonable Under the Percentage of the Fund Approach ...	8
1.	The Size of the Fund Created and Number of Persons Benefitted (Factor 1).....	9
2.	There Are No Objections to the Settlements or Requested Fees By Settlement Class Members (Factor 2).....	10
3.	The Skill and Efficiency of Class Counsel and Complexity and Duration of the Litigation (Factors 3 and 4)	11
4.	The Risk of Non-Payment and Amount of Time Devoted to the Case by Class Counsel (Factors 5 and 6).....	13
5.	Awards in Similar Cases (Factor 7)	14
6.	The Value of Benefits Attributable to the Efforts of Class Counsel (Factor 8).....	15
7.	The Percentage Fee That Would Have Been Negotiated in a Private Contingent Fee Arrangement (Factor 9)	15
8.	Any Innovative Terms of the Settlement (Factor 10)	16
C.	A Lodestar Cross-Check Further Supports the Requested Fee.....	17

D.	Class Counsel Are Entitled to Reimbursement of Their Out-Of-Pocket Expenses	19
E.	The Requested Service Awards Are Reasonable and Should Be Approved	19
IV.	CONCLUSION.....	20

Plaintiffs respectfully submit this Memorandum of Law in support of their motion for attorneys' fees, reimbursement of expenses, and service awards pursuant to the Court's preliminary approval order (the "Preliminary Approval Order") (ECF 1847).¹

The Settlements achieved by Co-Lead Class Counsel, Liaison Counsel, and additional counsel for Plaintiffs (collectively, "Class Counsel") so far establish a gross fund of \$59,795,000 ("Gross Settlement Fund") for the benefit of the Settlement Class. The Settlements provide immediate and significant monetary consideration to Plaintiffs and Settlement Class Members for harm suffered from the Limetree Bay Refinery releases, while avoiding the risks inherent in litigating these claims against the Settling Defendants through trial and appeal. Plaintiffs will continue to litigate their claims against all non-settling Defendants.²

This is not a typical class action. It is highly complex, requiring parallel litigation in the bankruptcy court and necessitating specialized litigation expertise in environmental permitting and regulations, refinery engineering and operations, energy markets and private equity, and complex construction and pollution insurance regimes, among other technical subject matters. The parties engaged in multifaceted, adversarial litigation for more than five (5) years, including when the case was stayed in bankruptcy, as well as protracted negotiations before the Court-appointed mediator to reach the Settlements. The positive result is a direct result of Class Counsel's efforts to vindicate the rights of Plaintiffs and the Settlement Class.

¹ ECF 1847. The Court (1) granted preliminary approval of certain class action settlements between Plaintiffs and Defendants Universal Plant Services (VI), LLC; Excel Construction and Maintenance VI, Inc.; Elite Turnaround Specialists, Ltd.; and Versa Integrity Group, Inc. (the "Group 2 Settlements"); (2) granted preliminary approval of a class action settlement between Plaintiffs and Defendants EIG Global Energy Partners, LLC, Limetree Bay Ventures, LLC, and Limetree Bay Energy, LLC (the "Group 3 Settlement"); and (3) ordered that the settlements be jointly administered with the earlier "Group 1 Settlements" (together with the Group 2 and Group 3 Settlements, the "Settlements") between Plaintiffs and (i) ArcLight Capital Partners, LLC; (ii) ArcLight Energy Partners Fund VI, L.P.; (iii) ArcLight Limetree AIV, L.P.; (iv) Limetree Bay Holdings, LLC; (v) Limetree Bay Preferred Holdings, LLC; and (vi) Freepoint Commodities LLC, and with (vii) Pinnacle Services, LLC (collectively, the "Settling Defendants").

² Class Counsel continues to negotiate with non-settling Defendants and expect that additional settlements may be presented to the Court for approval prior to trial.

For their efforts, Class Counsel respectfully seek approval of a fee of one-third of the Gross Settlement Fund, which is \$19,931,667. Class Counsel also request reimbursement of their out-of-pocket litigation expenses of \$3,614,041.43 and a \$5,000 Service Award for each Class Representative, all to be paid from the Gross Settlement Fund. Class Counsel have apprised the Settlement Class of the requested fees, expenses, and awards through the Notice Plan. As of September 22, 2026, no Settlement Class Member has objected to any aspect of the Settlements.³ The requested fees, expenses, and service awards are in accordance with the Settlement Agreements and are reasonable under Third Circuit law. The Motion should be granted.

I. LITIGATION OVERVIEW

A. The Contamination Incidents and Class Counsel's Initial Investigation

This case arose from the failed restart of the Limetree Bay Refinery, which repeatedly malfunctioned from February to May 2021, causing the release of hazardous emissions into downwind communities. Decl. ¶ 3.⁴ Ultimately, the EPA ordered the Refinery to shut down following a “flare out” event on May 12, 2021, which rained oil on nearby residents and properties. Class Counsel began investigating this after the releases and filed the first of four class complaints in May 2021. Decl. ¶ 3, 6.

B. Class Counsel Pursued Relief Through the LBR Bankruptcy Proceedings

Two months after the EPA shut down the Refinery, Defendant Limetree Bay Refining, LLC (“LBR”) filed for bankruptcy protection in the U.S. Bankruptcy Court for the Southern District of Texas.⁵ This resulted in an automatic stay of the Litigation with respect to LBR. (ECF

³ Plaintiffs will post their Motion for Fees, Costs, and Service Awards, and memorandum of law, on the Settlement Website and, consistent with the Preliminary Approval Order will file additional information regarding attorneys’ fees and expenses with the Court on or before December 4, 2026.

⁴ “Decl. ¶ __” refers to paragraphs in the Joint Declaration of Interim Co-Lead Counsel In Support of Motion, attached hereto as Exhibit 1.

⁵ ECF 48; No. 4:21-BK-32351, Dkt. No. 1.

48.)

Class Counsel immediately took action to protect Plaintiffs' and the proposed Class members' rights in the bankruptcy. Decl. ¶ 7. Plaintiffs retained separate experienced bankruptcy counsel who ensured Plaintiffs' rights were preserved through the filing of hundreds of individual claim notices and, ultimately, a negotiated provision in LBR's confirmed Chapter 11 plan that preserved Plaintiffs' right to pursue claims against the debtor's insurance estate. Decl. ¶ 8.

Class Counsel meanwhile successfully negotiated and obtained a Stipulation and Agreed Order under which the non-debtor Defendants agreed to provide safe drinking water to affected residents of St. Croix. Decl. ¶ 9. Plaintiffs agreed to a voluntary stay of the Class Actions in this Court for the purpose of facilitating the negotiation. Decl. ¶ 10. When the non-debtor Defendants failed to comply, Plaintiffs moved to lift the stay and return the Class Actions to the active docket. Decl. ¶ 10. After the stay was lifted, Class Counsel resumed prosecution of Plaintiffs' claims against non-debtor Defendants in this Court while continuing to monitor the bankruptcy proceedings. Decl. ¶ 11. (*See, e.g.*, ECF 139, 141, 142.)

Most recently, Class Counsel litigated, and successfully resolved, intervention by LBR's trustee that was impeding negotiations with Settling Defendants who share insurers with LBR. Decl. ¶ 12. In June 2026, certain Class Counsel filed a motion to enforce the bankruptcy plan in the Bankruptcy Court and presented testimony and evidence at hearing in support of the motion. *Id.* The trustee agreed to resolve the dispute with Plaintiffs, which allowed the affected Settlements to proceed. *Id.*

C. Class Counsel Obtained Critical Injunctive Relief for Affected Residents

Following the termination of the bankruptcy mediation in January 2023, certain Plaintiffs

filed amended class action complaints⁶ and moved for an injunction against Defendant Limetree Bay Terminals, LLC (“LBT”) to remediate cisterns or otherwise provide safe drinking water to the putative Class.⁷ Because discovery had not yet commenced, Class Counsel filed FOIA requests, undertook sampling of soil, water and air in St. Croix, and engaged testifying experts to gather evidence in advance of the multi-phase preliminary injunction hearings. Decl. ¶ 13. (*See, e.g.*, ECF 311, 336, 364.)

Class Counsel examined nearly 20 witnesses and admitted many exhibits at the preliminary injunction hearings, in addition to pre-hearing and post-hearing briefing. Decl. ¶ 14. The Court found Plaintiffs were likely to prevail on the merits of several of their claims against LBT, and the Court granted the requested injunction in large part, ordering LBT to establish, pay for, and operate a free water distribution program to residents who could not afford to purchase water without trading off other basic necessities. Decl. ¶ 15.⁸ Thereafter, Class Counsel continued to negotiate certain key aspects of the water distribution program with LBT, and to oppose efforts to disband the program. (*See, e.g.*, ECF 478.) LBT promptly appealed and moved to stay the Court’s Order. Class Counsel opposed LBT’s stay request and successfully defended the Court’s Order before the Third Circuit. Decl. ¶ 17. *Boynes v. Limetree Bay Ventures, LLC*, 110 F.4th 604, 608–09 (3d Cir. 2024).

The Preliminary Injunction, which remains in place today, was a major victory that provided immediate relief to residents with no guarantee of any monetary relief from subsequent settlements. Decl. ¶ 18. Indeed, to secure the benefits of the Preliminary Injunction for the benefit of the Class, Class Counsel funded the Court-ordered \$50,000 bond, as the residents had no money

⁶ ECF 139.

⁷ ECF 141, 142

⁸ ECF 388, 389, 390.

to do so. Decl. ¶ 18.

D. Class Counsel Opposed Motions to Dismiss and Engaged in Extensive Discovery

In March 2024, the Court granted Plaintiffs' motion to amend their complaints and consolidate the four class action lawsuits. (*See* ECF 453, 526, 527.) In May 2024, Defendants, including Settling Defendants, filed motions to dismiss. (ECF 642, 643.) Class Counsel opposed the motions, submitting eleven separate memoranda in opposition.⁹ (ECF 670-1-11.)

Class Counsel aggressively pursued discovery while Defendants' motions to dismiss were pending and opposed Defendants' motion to stay. (*See, e.g.*, ECF 503.) In June 2024, following the denial of that motion (ECF 663), the Court entered a scheduling order setting discovery, trial, and pretrial deadlines. (ECF 677.) Plaintiffs served written discovery on Defendants and subpoenas to third parties, resulting in the production of over **14 million pages** of documents from Defendants **and nearly 900,000 pages** from third parties, which Class Counsel diligently analyzed. Decl. ¶ 21. Class Counsel also responded to burdensome written discovery from Defendants, producing nearly 300,000 pages of documents, and engaged in conferences regarding the scope of Plaintiffs' discovery responses. Decl. ¶ 22. Class Counsel took **39** fact-witness depositions, many of which concerned specialized subject matter expertise, such as commodities trading, petroleum engineering, and HAZOP process safety systems, and defended Defendants' depositions of **sixteen Plaintiffs**, while successfully defeating Defendants' efforts to depose absent members of the Class and defending against Defendants' attempts to reopen discovery and further delay the litigation. Decl. ¶ 23.¹⁰ And Class Counsel advanced substantial out-of-pocket expenses

⁹ Ultimately, Defendants' motions were denied as moot upon Plaintiffs' filing of their Consolidated Second Amended Class Action Complaint ("SCAC"). Defendants filed motions to dismiss the SCAC, Plaintiffs, through Class Counsel, opposed those motions. *See* ECF 1368, 1398, 1423, 1426, 1402, 1404, 1454, 1468, 1496, 1598, 1740 (Court Order denying BP Motion to Dismiss SCAC).

¹⁰ *See, e.g.*, ECF 1415, 1730, 1586, 1588, 1616, 1625, 1638, 1652.

for top-tier experts, worked with them to prepare initial, rebuttal, and reply reports, and defended the depositions of each expert. Decl. ¶ 25. (*See* ECF 1744, at 4–6.)

Following the close of discovery, Plaintiffs moved for class certification. (*See, e.g.*, ECF 1768.) The Court held a hearing on September 14, 2026, and the motion is now pending. Decl. ¶ 26.

II. THE PROPOSED SETTLEMENTS

A. Background

Plaintiffs and the Settling Defendants engaged in extensive mediation and arm's-length negotiations before reaching their respective Settlement Agreements, including numerous mediation sessions with the assistance of Court-appointed mediator John W. Perry, Jr. Decl. ¶ 27. As the Court is aware, finalizing these Settlements required Class Counsel to negotiate with the Settling Defendants over several months, and across several Court hearings, including regarding the Bar Order provision that would apply to each Settlement and its effect on the viability and scope of potential future claims. Decl. ¶ 28. at 2–3 (D-I). Through Class Counsel's diligence, Plaintiffs and the Settling Defendants ultimately reached agreement and finalized the substantial Settlements. Decl. ¶ 29; Preliminary Approval Order. at 1–4.

Class Counsel negotiated the Settlements from a position of full information. Decl. ¶ 30. Over more than five years of litigation, they developed a thorough understanding of the strengths and weaknesses of the claims against each Settling Defendant, having taken these cases from pre-suit investigation and initial pleadings through the LBR bankruptcy proceedings, injunctive relief, appeal, motions to dismiss, fact and expert discovery, and class certification briefing. *Id.* Plaintiffs resolved these claims with a clear-eyed view of their value and the risks of continued litigation. *Id.*

B. The Court's Preliminary Approval Order

The Court provisionally certified the Settlement Class for settlement purposes, defined as:

all persons or entities: (a) who owned or rented property (real and/or personal) in the Affected Geographic Area¹¹ on or after February 3, 2021; or (b) who resided in, worked in, owned or operated a business in, or were present in the Affected Geographic Area³ during the time period from February 3, 2021 to May 26, 2021, and includes, without limitation, all persons or entities who are retained clients of any law firms comprising Class Counsel before the date of execution of the Settlement Agreement and who assert or could assert claims arising out of the Incidents.

Preliminary Approval Order at 5 (footnote number changed).

The Court's Order also (1) appointed the named Plaintiffs as Class Representatives; (2) appointed Co-Lead Class Counsel and Liaison Counsel; (3) preliminarily approved the Group 2 and Group 3 Settlements; (4) appointed the settlement administrator and approved the proposed Notice Plan, Notice of Settlement, and Claim Form; and (5) established the terms and schedule for joint administration of the Group 1, Group 2, and Group 3 Settlements through the final approval hearing on December 14, 2026. *Id.* at 5–11.¹²

Consistent with the Court's Order, the Notice of Settlement was issued on September 10, 2026. Decl. ¶ 31. The Notice set forth the terms of the proposed Settlements, including the establishment of the \$59,795,000 Gross Settlement Fund, and explained Settlement Class Members' rights to submit a claim form, object, or opt out. *Id.* The Notice further advised that the Gross Settlement Fund will be used to pay Class Counsel's attorneys' fees of up to one-third (33%) of the Fund, plus costs, and service awards of up to \$5,000 for each Settlement Class Representative. Decl. ¶ 34.

¹¹ The "Affected Geographic Area" means the western portion of the Island of St. Croix, more particularly described as bounded by 64.74 degrees West Longitude and the sea.

¹² The Court previously approved the Group 1 Settlements after full briefing and an extensive hearing. *See, e.g.*, ECF 1098, 1198, 1686, 1687.

III. ARGUMENT

A. The Requested Fee, Costs, and Service Awards Are Warranted in This Circuit

Courts “may award reasonable attorney’s fees and nontaxable costs that are authorized by law or by the parties’ agreement,” where a settlement is obtained for the class. Fed. R. Civ. P. 23(h). “In assessing attorneys’ fees, courts typically apply either the percentage-of-recovery method or the lodestar method.” *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 300 (3d Cir. 2005); *In re Prudential Ins. Co. Am. Sales Prac. Litig. Agent Actions*, 148 F.3d 283, 333 (3d Cir. 1998) (same). The lodestar method “multiplies the number of hours the class counsel worked on a case by a reasonable hourly billing rate for such services,” while the percentage-of-recovery method “applies a certain percentage to the [gross settlement] fund.” *In re Diet Drugs*, 582 F.3d 524, 540 (3d Cir. 2009) (citations and internal quotations omitted).

In the Third Circuit, “[t]he percentage-of-recovery method is generally favored in cases involving a common fund.” *In re Cendant Corp. PRIDES Litig.*, 243 F.3d 722, 732 (3d Cir. 2001) (quoting *In re Prudential*, 148 F.3d at 333). The lodestar method “is more commonly applied in statutory fee-shifting cases” or “where the nature of the recovery does not allow the determination of the settlement’s value necessary for application of the percentage-of-recovery method.” *Fulton-Green v. Accolade, Inc.*, 2019 WL 4677954, at *11 (E.D. Pa. Sept. 24, 2019) (citations omitted). Plaintiffs accordingly apply the common-fund percentage approach with the lodestar used here as a cross-check.

B. The Requested Fee is Reasonable Under the Percentage of the Fund Approach

The Third Circuit has established the criteria below (the *Gunter/Prudential* factors) to assess attorneys’ fees under the percentage-of-recovery method in common fund cases: (1) The size of the fund and the number of persons benefited; (2) Whether members of the class have raised

substantial objections to the settlement terms or fee proposal; (3) The skill and efficiency of the attorneys involved; (4) The complexity and duration of the litigation; (5) The risk of nonpayment; (6) The amount of time devoted to the case by Plaintiffs’ counsel; (7) The fee awards in similar cases; (8) The value of benefits attributable to the efforts of class counsel relative to the efforts of other groups, such as government agencies conducting investigations; (9) The percentage fee that would have been negotiated had the case been subject to a private contingent fee arrangement at the time counsel was retained; and (10) Any innovative terms of settlement. *In re Diet Drugs*, 582 F.3d at 541; *Halley v. Honeywell Int’l, Inc.*, 861 F.3d 481, 496 (3d Cir. 2017) (citations omitted); *see also Golden v. Banco Popular de Puerto Rico*, 2023 WL 6377598, at *4 (D.V.I. Sept. 29, 2023) (quoting *In re Rite Aid Corp.*, 396 F.3d at 301). The fee award factors “need not be applied in a formulaic way . . . and in certain cases, one factor may outweigh the rest.” *In re Rite Aid*, 396 F.3d at 301 (quoting *Gunter v. Ridgewood Energy Corp.*, 223 F.3d 190, 195 n.1 (3d Cir. 2000)); *see also Varacallo v. Mass. Mut. Life Ins. Co.*, 226 F.R.D. 207, 248 (D.N.J. 2005) (“Determining an appropriate award, however, is not an exact science.” (quotation marks and citation omitted)). As applied here, the *Gunter/Prudential* factors strongly support the requested fee.

**1. The Size of the Fund Created and Number of Persons Benefitted
(Factor 1)**

For a Settlement Class of approximately 22,000 members, the Settlements deliver substantial and immediate monetary relief through the \$59,795,000 Gross Settlement Fund. ***Notably, this recovery does not include three of the major Defendants from which Plaintiffs continue to pursue substantial additional recovery.*** Decl. ¶ 33.

Settlement Class Members who submit a valid Claim Form will receive payments under an objective point system that accounts for claimed property damage (including but not limited to contamination of water cisterns), nuisance, trespass, economic losses, physical and emotional

health manifestations, and unreimbursed out-of-pocket expenses arising from the contamination incidents releases. (ECF 1796-6.) The common fund provides meaningful, individualized recovery to Settlement Class Members, and this factor weighs in favor of Class Counsel’s fee request. *In re Suboxone (Buprenorphine Hydrochloride and Naloxone) Antitrust Litig.*, 2024 WL 815503, at *14 (E.D. Pa. Feb. 27, 2024) (first *Gunter/Prudential* factor favored finding fee request responsible where settlement established \$385 in total recovery and requested 33.3% fee was within range of reasonableness in Third Circuit); *In re Remicade Antitrust Litig.*, 2023 WL 2530418, at *24 (E.D. Pa. Mar. 15, 2023) (“sizeable” \$25 million fund would likely benefit thousands of class members and thus favored settlement); *Fuentes v. Jiffy Lube Int’l, Inc.*, 2024 WL 2723840, at *18 (E.D. Pa. May 28, 2024) (“Because Class Counsel . . . adequately prioritized the direct benefit to the Class, this factor weighs in favor of . . . fee request”).

2. There Are No Objections to the Settlements or Requested Fees By Settlement Class Members (Factor 2)

The Notice Plan advised Settlement Class Members that Class Counsel would seek attorneys’ fees of up to one-third of the Gross Settlement Fund, plus costs, payable from the Settlements. Class Counsel is not aware of any objection by Settlement Class Members. Decl. ¶ 35.¹³ Accordingly, this factor weighs in favor of approving the requested attorney’s fees. *See, e.g., Golden*, 2023 WL 6377598, at *4 (factor favors fee request where no class member objected); *Flores v. Express Servs., Inc.*, 2017 WL 1177098, at *3 (E.D. Pa. Mar. 30, 2017) (no objections and only five opt-outs). Even if objections are later received, they do not necessarily cut against the requested fee. *See, e.g., Jackson v. Wells Fargo Bank, N.A.*, 136 F. Supp. 3d 687, 714 (W.D. Pa. 2015) (weighing “insubstantial” objections).

¹³ Plaintiffs will apprise the Court of any opt-outs or objections in their motion for final approval.

3. The Skill and Efficiency of Class Counsel and Complexity and Duration of the Litigation (Factors 3 and 4)

The third and fourth *Gunter/Prudential* factors, the skill and efficiency of counsel and the complexity and duration of the litigation, likewise weigh in favor of the requested fee. As detailed in their prior motions for appointment of interim class counsel, Co-Lead Class Counsel and Class Counsel are nationally recognized in class action and complex litigation. Certain Class Counsel hold particularly specialized skills that directly advanced Plaintiffs' claims, including subject matter expertise in environmental permitting and regulations, refinery engineering and operations, energy markets and private equity, and complex construction and pollution insurance regimes. Decl. ¶ 4. Class Counsel brought the full measure of those skills to bear in this complex matter.¹⁴

For more than five years, Class Counsel have vigorously prosecuted this action, expending substantial time, effort, and resources to advance and preserve Plaintiffs' claims across a wide range of procedural postures and defenses. Among other things, Class Counsel have: (1) preserved Plaintiffs' and Class Members' rights in the LBR bankruptcy proceedings; (2) secured injunctive relief providing Class Members with clean free water and defended that relief on appeal;¹⁵ (3) opposed Defendants' consolidated motions to dismiss, responding to eleven separate supporting memoranda;¹⁶ (4) defended against Defendants' repeated efforts to stay or delay the litigation;¹⁷ (5) completed extensive fact discovery against Defendants and third parties, reviewing and analyzing many millions of pages of documents and taking approximately 40 fact-witness

¹⁴ See ECF 454-1; ECF 528, at 4 (“[T]he attorneys that Plaintiffs have proposed . . . are well qualified for appointment.”).

¹⁵ ECF 284, 285, 388, 389; see also *Boynes*, 110 F.4th at 608.

¹⁶ ECF 642, 643, 670, 670-1 to -11.

¹⁷ ECF 485 (Motion to Stay), 503 (Opposition), and 663 (Order denying Motion); ECF 1586 (BP Notice) and 1588 (Objections); ECF 1616 (Motion to Reopen Discovery) and 1638 (Opposition); ECF 1639 (Motion for Status Conference and Administrative Stay) and 1652 (Opposition).

depositions;¹⁸ (6) defended Plaintiffs’ depositions and responded to Defendants’ discovery; (7) retained top-tier experts and prepared initial, rebuttal, and reply reports, deposed Defendants’ experts, and defended Plaintiffs’ experts at deposition; (8) moved to certify a litigation class; and (9) negotiated resolution of Settlement Agreements, which involved complicated insurance regimes and the bar-order provisions. Class Counsel are preparing for trial against the non-settling Defendants and continue to expend substantial resources including both time and expenses. Decl. ¶ 37.

Class Counsel’s informed, diligent, and efficient prosecution of this matter since 2021 has positioned Plaintiffs to resolve the claims against the Settling Defendants on favorable terms, securing meaningful redress while avoiding the expense and risk of trial and appeal, and preserving Plaintiffs’ continued pursuit of recovery from the remaining Defendants. *Golden*, 2023 WL 6377598, at *4 (that class counsel were “quite experienced in litigating these types of class action cases and they pursued this case with diligence” favored fee request); *Kapolka v. Anchor Drilling Fluids USA, LLC*, 2019 WL 5394751, at *9 (W.D. Pa., 2019) (counsel’s considerable skill and experience likely facilitated settlement of case); *Flores*, 2017 WL 1177098, at *3 (finding skill and efficiency of counsel “apparent”); *Jackson*, 136 F. Supp. 3d at 714 (fee request supported when “matter was initiated nearly 3 years ago and . . . involved several complex questions of law and fact”).

Moreover, absent the Settlements, substantial work would have remained to prove the claims against the Settling Defendants, including summary judgment briefing, motions in limine, trial, and appeal, none of which carried a guaranteed outcome. By achieving the Settlements now,

¹⁸ During discovery, Plaintiffs moved for leave to file a Consolidated Second Amended Class Action Complaint (“SCAC”). (ECF 985–86.) After the Court granted that motion, Plaintiffs filed the SCAC on August 4, 2025. (ECF 1327.) The Court subsequently denied BP’s motion to dismiss the SCAC on April 20, 2026. (ECF 1740.)

Class Counsel has conserved the resources of the parties and the Court, secured meaningful compensation for the Settlement Class, and preserved Plaintiffs' continued pursuit of recovery from the remaining Defendants. This factor accordingly weighs in favor of the requested fee.

4. The Risk of Non-Payment and Amount of Time Devoted to the Case by Class Counsel (Factors 5 and 6)

Class Counsel has pursued this case on a contingent basis with no guarantee of success or payment of their attorneys' fees or costs. Decl. ¶ 38.¹⁹ To date, Class Counsel have expended 48,581.6 hours prosecuting this case as detailed above and have incurred a total collective lodestar of approximately \$31,315,274 through August 31, 2026, which is continuing to increase each day this litigation continues. Decl. ¶ 44. Class Counsel has also collectively incurred approximately \$3,614,041.43 in out-of-pocket litigation expenses to date. Decl. ¶ 47. In short, this litigation demanded—and received—years of extraordinary effort by Class Counsel to achieve the extraordinary results now before the Court. The time that Class Counsel spent on this matter was time that was not spent on other potentially profitable matters that Class Counsel declined so that they could work on this important and meaningful litigation, instead.

The time and effort expended by Class Counsel supports approval of the requested attorney's fees. *See Kapolka*, 2019 WL 5394751, at *9 (finding that counsel incurred significant risk of nonpayment, favoring fee request, where they represented plaintiffs on "contingent basis and invested considerable time and resources litigating this case and negotiating with Defendants, all with no guarantee of recovery"); *In re Fasteners Antitrust Litig.*, 2014 WL 296954, at *6 (E.D. Pa. Jan. 27, 2014) (amount of time spent and costs incurred by co-lead counsel "demonstrate a significant commitment of resources to this litigation"); *In re Schering-Plough Corp. Enhance*

¹⁹ For the avoidance of doubt, Plaintiffs do not make any representation as to whether Class Counsel relied on any litigation financing.

ERISA Litig., 2012 WL 1964451, at *7 (D.N.J. May 31, 2012) (factor weighed in favor of approval where “Counsel undertook this action on a contingency fee basis, . . . carried the risk of non-payment [for] four years . . . , and have devoted 4,640 hours to this litigation”); *Frederick v. Range Res.-Appalachia, LLC*, 2011 WL 1045665, at *12 (W.D. Pa. Mar. 17, 2011) (noting “significant investment of time and resources”).

The risk of no recovery on Plaintiffs’ claims against the Settling Defendants was real and substantial, particularly in light of the arguments each Settling Defendant advanced regarding its respective role in the restart of the Refinery at the time of the releases. Had any Settling Defendant prevailed on its arguments, Plaintiffs could have recovered nothing from that Defendant, notwithstanding the thousands of attorney hours and significant litigation expenses advanced. *See, e.g., Palamara v. Kings Family Restaurants*, 2008 WL 1818453, at *5 (W.D. Pa. Apr. 22, 2008) (given “obstacles to obtaining a favorable verdict . . . , the risk that class counsel would not be compensated for their work has been real and substantial,” which weighs in favor of approving the requested fee). Accordingly, this factor strongly supports the requested fee.

5. Awards in Similar Cases (Factor 7)

The requested fee of one-third of the Gross Settlement Fund is well within the range routinely awarded in comparable common-fund cases. *See Suboxone*, 2024 WL 815503, at *16 (reasonable fee awards in percentage-of-recovery cases generally range from nineteen to forty-five percent of the common fund (citation omitted)). Indeed, the requested fee is on par with common fund fee awards throughout the Third Circuit, including in the District of the Virgin Islands. *See, e.g., Golden*, 2023 WL 6377598, at *4–6 (granting fee of one-third of settlement fund); *Martin v. Altisource Residential Corp.*, 2020 WL 9763240, at *1 (D.V.I. Feb. 14, 2020) (same); *Rossini v. PNC Fin. Servs. Grp., Inc.*, 2020 WL 3481458, at *19 (W.D. Pa. June 26, 2020) (“[A] percentage award of 33.3% falls squarely within the range of awards found to be reasonable by the courts.”);

Kapolka, , at *9 (35% requested fee within “ballpark range” of settlements approved in Third Circuit); *Myers v. Jani-King of Phila., Inc.*, 2019 WL 4034736, at *11 (E.D. Pa. Aug. 26, 2019) (requested fee of one-third of settlement amount “is reasonable in comparison to awards in other cases” (citation omitted)); *Fasteners*, 2014 WL 296954, at *7 (request for one-third of settlement fund is “consistent with attorney[s]’ fees awards generally granted in this Circuit”). This factor accordingly is in favor of the requested fee.²⁰

6. The Value of Benefits Attributable to the Efforts of Class Counsel (Factor 8)

The Settlements were secured only through Class Counsel’s skill and effort in hard-fought litigation spanning five years and encompassing LBR’s bankruptcy, the pleadings stage, injunction proceedings, appeal, fact and expert discovery, and class certification. This factor accordingly supports the requested fee. *See, e.g., Lan v. Ludrof*, 2008 WL 763763, at *25 (W.D. Pa. Mar. 21, 2008) (settlement benefits were “attributable predominantly, if not exclusively, to the efforts of Class Counsel who initiated their own investigation and prosecuted this action against highly skilled defense counsel”); *see also Jackson*, 136 F. Supp. 3d at 715 (“[N]o other group can claim responsibility for any portion of the benefits accruing to the class. The proposed settlement purely is the product of the effort of class counsel.”); *Flores*, 2017 WL 1177098, at *4 (“Only class counsel, and no other group or agency, has performed work on behalf of the class.”).

7. The Percentage Fee That Would Have Been Negotiated in a Private Contingent Fee Arrangement (Factor 9)

²⁰ *See also In re Merck & Co., Inc. Vytarin ERISA Litig.*, 2010 WL 547613, at *11 (D.N.J. Feb. 9, 2010) (review of 289 settlements showed “average attorney’s fees percentage [of] 31.71% with a median value that turns out to be one-third”); *see also Vista Healthplan, Inc. v. Cephalon, Inc.*, 2020 WL 1922902, at *28 (E.D. Pa. Apr. 21, 2020) (one-third of total recovery is “well within the range of reasonable fees, on a percentage basis, in the Third Circuit”); *Erie Cnty. Retirees Ass’n v. County of Erie*, 192 F. Supp. 2d 369, 383 (W.D. Pa. 2002) (awarding 38% of total fund); *In re Safety Components, Inc. Sec. Litig.*, 166 F. Supp. 2d 72, 101 (D.N.J. 2001) (awarding one-third and citing fee awards ranging from 27.5% to 33.8%); *In re Gen. Instrument Sec. Litig.*, 209 F. Supp. 2d 423, 433 (E.D. Pa. 2001) (awarding one-third); *Ratner v. Bennett*, 1996 WL 243645, at *9 (E.D. Pa. May 8, 1996) (fee award of 35% was reasonable).

The ninth *Gunter/Prudential* factor, which compares the requested fee to the percentage that would have been negotiated in a private contingent-fee arrangement at the time counsel was retained, likewise strongly supports the requested fee. Here, the requested one-third fee falls squarely within the range of contingent-fee percentages typically negotiated in the private market, which routinely run from one-third to forty percent of any recovery. Decl. ¶ 42. Indeed, absent a class action settlement resolution, individual Plaintiffs pursuing these claims would have – and did – negotiate contingent fee retainers that were at least as high as, and in some cases, were higher than, the one-third fee sought here. Decl. ¶ 43; *In re Ins. Brokerage Antitrust Litig.*, 282 F.R.D. 92, 123 (D.N.J. 2012) (“Attorneys regularly contract for contingent fees between 30% and 40% with their clients in non-class, commercial litigation.” (citation omitted)); *Kapolka*, 2019 WL 5394751, at *10 (in private contingency fee cases, plaintiffs’ counsel “routinely” negotiate agreements for 30–40% of recovery); *Jackson*, 136 F. Supp. 3d at 715 (class counsel’s “typical” contingent fee was 33%); *Fasteners*, 2014 WL 296954, at *7 (E.D. Pa., 2014) (one-third contingency fee arrangement “not out of the ordinary” in a complex case). This factor accordingly also strongly favors the requested fee.

8. Any Innovative Terms of the Settlement (Factor 10)

Finally, the tenth *Gunter/Prudential* factor, whether the Settlement Agreements contain innovative terms, weighs heavily in favor of the requested fee. Among other things, Class Counsel negotiated fee concessions from certain settling insurer entities in the Group 3 Settlement, which increased the monetary benefit available to the Settlement Class, and undertook extensive efforts, across numerous filings and hearings, to resolve the bar-order issue and finalize the Settlement Agreements, as the Court has previously acknowledged. Preliminary Approval Order at 2–3; *see Hasson v. Comcast Cable Commc’ns LLC, et al.*, 2026 WL 2445538, at *19 (E.D. Pa., Aug. 20, 2026) (settlement with structural features that maximize benefits for the class weighs in favor of

the requested fee); *Butakis v. NVR, Inc.*, 2025 WL 1094252, at *14 (E.D. Pa., Apr. 11, 2025) (factor favors fee approval where case presents unique factual and legal challenges).

At a minimum, even if the Court were to view the Settlement Agreements as containing relatively standard terms, this factor would be neutral. *See Dixon v. Lincoln Univ.*, 2025 WL 2677525, at *13 (E.D. Pa., Sep. 18, 2025) (settlement without innovative term neither weighs in favor nor detracts from decision to award fee); *McDonough v. Toys R Us, Inc.*, 80 F. Supp. 3d 626, 655 (E.D. Pa. 2015) (absent innovative terms, factor is neutral). Accordingly, for the reasons set forth above, this factor should favor the requested fee.

C. A Lodestar Cross-Check Further Supports the Requested Fee

Courts may also approve attorneys' fees through the lodestar method—i.e., multiplying “the number of hours class counsel worked on a case by a reasonable hourly billing rate for such services.” *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 330 (3d Cir. 2011) (citation omitted). The lodestar calculation serves only as verification, and “need entail neither mathematical precision nor bean-counting.” *In re Rite Aid*, 396 F.3d at 305–06; *see also Stevens v. SEI Invs. Co.*, 2020 WL 996418, at *12 (E.D. Pa. Feb. 28, 2020) (“The Court need not receive or review actual billing records when conducting (a lodestar cross-check) analysis.”); *O’Keefe v. Mercedes-Benz USA, LLC*, 214 F.R.D. 266, 310 (E.D. Pa. 2003) (lodestar cross-check “only meant to be a cursory overview”).

Here, a lodestar cross-check confirms that Plaintiffs' fee request is reasonable and in accordance with Third Circuit law. As summarized in the accompanying Declaration of Co-Lead Class Counsel, Class Counsel's lodestar is currently approximately \$31,315,274.73, and is increasing every day. It will continue to grow as further substantial work is and will continue to be performed by Class Counsel in the litigation, including both the administration of the Settlements, as well as continuing to litigate the case against the non-Settling Defendants and

preparing for summary judgment, trial, and potential appeals.²¹ As of August 31, 2026, Class Counsel have already devoted approximately 48,581.6 hours to this litigation. Decl. ¶ 44. This case was not filed and quickly settled; it has required prolonged, complex, multi-jurisdictional litigation made possible only through Class Counsel's extraordinary commitment of time and resources at the expense of other matters.

Courts in the Third Circuit routinely approve fee requests reflecting multipliers between 1x and 4x. *See In re Prudential*, 148 F.3d at 341 (“[M]ultiples ranging from one to four are frequently awarded” (citation omitted)); *Martin v. Foster Wheeler Energy Corp.*, 2008 WL 906472, at *8 (M.D. Pa. Mar. 31, 2008) (noting that “[l]odestar multiples of less than four (4) are well within the range awarded by district courts in the Third Circuit” and awarding 30% where the lodestar multiplier was 2.17); *Meijer, Inc. v. 3M*, 2006 WL 2382718, at *24 (E.D. Pa. Aug. 14, 2006) (finding the requested lodestar multiplier of 4.77 acceptable); *see also Golden*, 2023 WL 6377598, at *4 n.6 (“ In addition, a lodestar calculation performed as a check yields a multiplier of 1.05, well within the range of reasonableness.”).

Class Counsel hope that they will be able to achieve and present additional settlements to the Court for approval in the near future from which the requested one-third fee will also be applied in accordance with Third Circuit law. If and when this case yields additional recoveries for the Settlement Class, Plaintiffs anticipate additional fee applications that will increase the current estimated multiplier of 0.64, but for now, in this Motion, are seeking one-third of the current Gross

²¹ If Plaintiffs subsequently reach settlements with non-Settling Defendants, and such settlements are preliminarily approved by the Court, Class Counsel intend to submit a lodestar that accounts for the hours referenced herein *plus* additional time devoted by Class Counsel to resolving Plaintiffs' claims against non-Settling Defendants. Because of the interconnected nature of non-Settling and Settling Defendants conduct, as well as the joint-and-several nature of Plaintiffs' claims against all Defendants, Class Counsel's work, skill and other resources summarized herein also advanced, and continue to advance, the litigation against Non-Settling Defendants, such that the current lodestar—which accounts for all time reported by Class Counsel to date— plus any additional time in the interim, will also support Class Counsel's requests for fees in connection with settlements with the Non-Settling Defendants.

Settlement Fund.²² Class Counsel respectfully submit the requested fee is fair, reasonable, and appropriate, and should be awarded as requested.

D. Class Counsel Are Entitled to Reimbursement of Their Out-Of-Pocket Expenses

“In the Third Circuit, it is standard practice to reimburse litigation expenses in addition to granting fee awards.” *McDonough*, 80 F. Supp. 3d 626, 658 (E.D. Pa. 2015) (citing *In re AT&T Corp.*, 455 F.3d 160, 169 (3d Cir. 2006)). Plaintiffs respectfully request reimbursement of \$3,614,041.43 in reasonable litigation expenses. Decl. ¶ 47. These expenses were incurred for filing fees, eDiscovery vendors, online legal research, travel, deposition transcripts, expert witness fees, and other categories detailed in Class Counsel’s declaration. *Id.* Courts in the Third Circuit routinely approve reimbursement of expenses of this nature. *See, e.g., Cunningham v. Wawa, Inc.*, 2021 WL 1626482, at *8 (E.D. Pa. Apr. 21, 2021) (approving class counsel’s request for reimbursement of “filing fees, eDiscovery costs, . . . mediation fees, and other similar, ordinary litigation expenses”).²³

E. The Requested Service Awards Are Reasonable and Should Be Approved

Class Counsel also seek modest service awards of \$5,000 for each of the Class Representatives. The Class Representatives devoted substantial time and effort that contributed to the Settlements. Decl. ¶51. Each Plaintiff underwent lengthy interviews with Class Counsel; reviewed pleadings; assisted counsel in responding to written discovery; searched for and

²² Applying the lodestar to the Gross Settlement Proceeds yields a current estimated multiplier of 0.64. When, as here, the requested fee represents a lodestar multiplier of less than one, it “reveals that the fee request constitutes only a fraction of the work that the attorneys billed” and “thus favors approval.” *Altnor v. Preferred Freezer Servs.*, 197 F. Supp. 3d 746, 767 (E.D. Pa. 2016) (citation omitted). A negative lodestar multiplier is “below the range found to be acceptable by the Third Circuit,” and “because the lodestar amount is more than the requested attorneys’ fee award, the multiplier indicates that the award is reasonable on its face.” *Haught v. Summit Res., LLC*, 2016 WL 1301011, at *12 (M.D. Pa. Apr. 4, 2016) (citation omitted).

²³ Plaintiffs also request that the costs of settlement administration be paid from the Gross Settlement Fund.

produced documents; prepared and sat for depositions; monitored the overall progress of the litigation; and engaged in communications with Class Counsel. *Id.*

For their efforts, Plaintiffs should receive the requested \$5,000 service awards. Such awards are “not uncommon in class action litigation and particularly where, as here, a common fund has been created for the benefit of the entire class.” *Vasco v. Power Home Remodeling Grp. LLC*, 2016 WL 5930876, at *14 (E.D. Pa., Oct. 12, 2016) (quoting *Cullen v. Whitman Med. Corp.*, 197 F.R.D. 136, 145 (E.D. Pa. 2000)). The awards “compensate named plaintiffs for the services they provided and the risks they incurred during the course of class action litigation.” *Bredbenner v. Liberty Travel, Inc.*, 2011 WL 1344745, at *22 (D.N.J. Apr. 8, 2011) (internal quotation marks and citation omitted). These awards also “reward the public service of contributing to the enforcement of mandatory laws.” *Id.* (internal quotation marks and citation omitted); *see also Sullivan*, 667 F.3d at 333 n.65. The requested awards are consistent with and in many cases lower than awards granted in other class actions, even those in which the plaintiffs were not deposed. *See Golden*, 2023 WL 6377598, at *5 (\$10,000 service award for assisting class counsel in various aspects of litigation “fair and reasonable”); *Diaz v. BTG Int’l, Inc.*, 2021 WL 2414580, at *9 (E.D. Pa. June 14, 2021) (approving \$10,000 service awards where plaintiffs were not deposed). The proposed service awards are fair and reasonable and should be approved.

IV. CONCLUSION

Based upon the foregoing reasons, Plaintiffs respectfully request that this Court enter the proposed Order and grant Plaintiffs’ Motion for Attorneys’ Fees, Costs, and Service Awards.

DATED: September 22, 2026

Respectfully submitted,

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*Interim Co-Lead Counsel for Plaintiffs and the
Settlement Class*

CERTIFICATE OF SERVICE

I hereby certify that I filed the foregoing with the Court's ECF system on September 22, 2026.

/s/ Shanon J. Carson
Shanon J. Carson

EXHIBIT 1

**IN THE DISTRICT COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX**

CLIFFORD BOYNES, <i>et al.</i>	:	CIVIL ACTION
	:	
v.	:	No. 1:21-253
	:	
LIMETREE BAY VENTURES, LLC, <i>et al.</i>	:	

**JOINT DECLARATION OF INTERIM CO-LEAD COUNSEL IN SUPPORT OF
PLAINTIFFS' MOTION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

Pursuant to 28 U.S.C. § 1746, we, Shanon J. Carson, Daniel H. Charest, and Kerry J. Miller, the undersigned Interim Co-Lead Counsel (“Co-Lead Counsel”) in the above-captioned litigation, respectfully submit this Joint Declaration in Support of Plaintiffs’ Motion for Attorneys’ Fees, Costs, and Service Awards (“Motion”). Co-Lead Counsel hereby declare as follows:

1. The statements in this Joint Declaration are made to the best of our collective knowledge, information, and belief. If called upon to testify, we could and would testify competently as to the truth of the matters stated herein.

2. The undersigned currently serve as Plaintiffs’ Court-appointed Co-Lead Counsel in the above-captioned case. In addition to the work performed by Co-Lead Counsel in this matter, the following law firms have also contributed time and/or expenses on behalf of the class claims: (a) Lee J. Rohn and Associates; (b) Lambert Zainey Smith & Soso, APLC; (c) the Law Offices of John K. Dema; (d) Gower Legal LLC; (e) Colianni & Leonard LLC; and (f) the Law Offices of Jennifer Jones (collectively, “additional counsel for Plaintiffs”). Co-Lead Counsel and additional counsel for Plaintiffs are referred to collectively herein as “Class Counsel.”

3. Plaintiffs’ and the Settlement Class Members’ claims arose from the failed restart of the Limetree Bay Refinery, which repeatedly malfunctioned from February to May 2021, causing the release of hazardous emissions into downwind communities. The EPA ordered the

Refinery to shut down following a “flare out” event on May 12, 2021, which rained oil on nearby residents and properties.

4. This litigation has required unique expertise and representation of Plaintiffs and the Settlement Class Members across parallel litigation in the bankruptcy court and this Court, and in addition to generalized environmental and class action experience, necessitated specialized knowledge and expertise in environmental permitting and regulations, refinery engineering and operations, energy markets and private equity, and complex construction and pollution insurance regimes, among other highly technical subject matters. Co-Lead Counsel and additional counsel for Plaintiffs developed a uniquely qualified team to meet the needs of this case and has worked efficiently and cooperatively with each other to do so over the past five plus years.

A. Class Counsel’s Efforts in Initiating and Advancing the Litigation Including Through the LBR Bankruptcy Proceedings

5. The work performed in this matter by Class Counsel spanned multiple case-critical areas and postures. Advancement of Plaintiffs’ claims has been hard-fought and well-earned: Plaintiffs’ Counsel were opposed at each step of the way by leading defense practitioners in complex class actions and environmental matters, including a large array of experienced attorneys from some of the largest defense firms in the world, with unlimited resources.

6. Class Counsel began investigating this matter shortly after the contamination incidents. Class Counsel researched the Refinery and the events leading up to the incidents, reviewed government reports and media accounts, and identified thousands of putative class members who were affected by the incidents. The first of four class action complaints was filed in May 2021 and the others shortly thereafter.

7. Defendant Limetree Bay Refining, LLC (“LBR”) subsequently filed for bankruptcy

protection in the U.S. Bankruptcy Court for the Southern District of Texas¹ resulting in an automatic stay of the Litigation with respect to LBR (ECF 48.). Class Counsel immediately took action to protect Plaintiffs' and the proposed Class members' rights in the bankruptcy.

8. Plaintiffs retained separate experienced bankruptcy counsel who assisted Class Counsel in ensuring that Plaintiffs' rights were preserved through the filing of hundreds of individual claim notices and, ultimately, a negotiated provision in LBR's confirmed Chapter 11 plan that preserved Plaintiffs' right to pursue claims against the debtor's insurance estate.

9. Also in the bankruptcy, Class Counsel successfully negotiated through extensive mediation to obtain a Stipulation and Agreed Order under which the non-debtor Defendants agreed to provide safe drinking water to affected residents of St. Croix.²

10. Plaintiffs agreed to a voluntary stay of the class actions in this Court for the purpose of facilitating the negotiation. When the non-debtor Defendants failed to comply, Plaintiffs moved to lift the stay and return the Litigation to the active docket.

11. After the stay was lifted, Class Counsel resumed prosecution of Plaintiffs' claims against non-debtor Defendants in this Court while continuing to monitor the bankruptcy proceedings.

12. Most recently, Class Counsel litigated, and successfully resolved, intervention by LBR's trustee that was impeding negotiations with certain Settling Defendants who share insurers with LBR. In June 2026, Interim Co-Lead Counsel filed a motion to enforce the bankruptcy plan in the Bankruptcy Court, and presented testimony and evidence at a lengthy hearing in support of the motion. Following a mediation, the trustee agreed to resolve the dispute with Plaintiffs, which

¹ ECF 48; No. 4:21-BK-32351, ECF 1.

² *Id.*

allowed the affected Settlements to proceed.

B. Class Counsel Obtain Critical Injunctive Relief for At-Risk Class Members

12. Following the termination of the bankruptcy mediation in January 2023, Plaintiffs filed amended class action complaints³ and moved for an injunction against Defendant Limetree Bay Terminals, LLC (“LBT”) to remediate cisterns or otherwise provide safe drinking water to the putative Class.⁴

13. Because discovery had not yet commenced in the litigation, Class Counsel filed FOIA requests, undertook sampling of affected properties in St. Croix, and engaged testifying experts to gather evidence in advance of the multi-phase preliminary injunction hearings.

14. Over the course of several days of evidence and argument, across two separate phases, Class Counsel examined nearly 20 witnesses in this Court and admitted many exhibits at the preliminary injunction hearings, in addition to engaging in voluminous pre-hearing and post-hearing briefing.

15. The Court found that Plaintiffs were likely to prevail on the merits of several of their claims against LBT. As a result, the Court granted the requested injunction in large part, ordering LBT to establish, pay for, and operate a free water distribution program to residents who could not afford to purchase water without trading off other basic necessities.⁵

16. Following the Court’s ruling, Class Counsel continued to negotiate certain key aspects of the water distribution program with LBT, and to oppose efforts to disband the program.

17. LBT appealed and moved to stay the Court’s Order. Class Counsel opposed LBT’s

³ ECF 139.

⁴ ECF 141, 142

⁵ ECF 437.

stay request and successfully defended the Court's Order before the Third Circuit. *Boynes v. Limetree Bay Ventures, LLC*, 110 F.4th 604, 608-609 (3d Cir. 2024).

18. The Preliminary Injunction, which remains in place today, was a major victory that provided immediate relief to residents with no guarantee of any monetary relief from subsequent settlements. Indeed, to secure the benefits of the Preliminary Injunction for the benefit of the Class, Class Counsel funded the Court-ordered \$50,000 bond on a contingent basis, as the residents had no money to do so.

C. Class Counsel Opposed Motions to Dismiss and Engaged in Extensive Discovery

19. In March 2024, the Court granted Plaintiffs' motion to amend their complaints and consolidate the four class action lawsuits. (*See* ECF 453, 526, and 527.) In May 2024, Defendants, including Settling Defendants, filed motions to dismiss. (ECF 642 and 643.) Class Counsel opposed the motions, submitting eleven separate memoranda in opposition.⁶

20. Class Counsel aggressively pursued discovery while Defendants' motions to dismiss were pending and opposed Defendants' motion to stay. (*See, e.g.*, ECF 505.) In June 2024, following the denial of that motion (ECF 663), the Court entered a scheduling order setting discovery, trial, and pretrial deadlines. (ECF 677).

21. Plaintiffs served written discovery on Defendants and subpoenas to third parties, resulting in the production of over **14 million pages** of documents from Defendants **and nearly 900,000 pages** from third parties, which Class Counsel diligently analyzed.

⁶ Ultimately, Defendants' motions were denied as moot upon Plaintiffs' filing of their Consolidated Second Amended Class Action Complaint ("SCAC"). After Defendants filed motions to dismiss the SCAC, Plaintiffs, through Class Counsel, opposed those motions. (*See* ECF 1367, 1368, 1398, 1423, 1426, 1402, 1404, 1454, 1468, 1496, 1740 (Court Order denying BP Motion to Dismiss SCAC), and 1864 (Court Order denying Motion to Dismiss SCAC by Limetree Bay Ventures, LLC, Limetree Bay Energy, LLC, LBT, LBR, and EIG Global Energy Partners, LLC)).

22. Class Counsel also responded to burdensome written discovery from Defendants, producing nearly 300,000 pages of documents, and engaged in conferences regarding the scope of Plaintiffs' discovery responses.

23. Class Counsel took **39** fact-witness depositions, many of which concerned specialized subject matter expertise, such as commodities trading, petroleum engineering, and HAZOP process safety systems, and defended Defendants' depositions of **16 Plaintiffs**, while successfully defeating Defendants' efforts to depose absent members of the Class.

24. Further, Plaintiffs defended against Defendants' attempts to reopen discovery and further delay the litigation.⁷

25. Class Counsel also advanced substantial out-of-pocket expenses for top-tier experts, worked with them to prepare initial, rebuttal, and reply reports, and prepared for and defended the depositions of each expert. Likewise, Class Counsel deposed key experts who had been retained by various Defendants.

26. Following the close of discovery, Plaintiffs moved for class certification. The Court held a hearing on September 14, 2026, and the motion is now pending.

D. The Settlements

27. Plaintiffs and the Settling Defendants engaged in extensive arm's-length negotiations, including numerous mediation sessions, and countless meetings and conferences, with the assistance of Court-appointed mediator John W. Perry, Jr., before reaching their respective Settlement Agreements.

28. Finalizing these Settlements required Class Counsel to negotiate with the Settling Defendants over several months, and across several Court hearings, including, without limitation,

⁷ See, e.g., ECF 1586, 1588, 1616, 1625, 1638, and 1652.

regarding the Bar Order provision that would apply to each Settlement and its effect on the viability and scope of potential future claims. In addition, Class Counsel negotiated fee concessions from certain settling insurer entities in the Group 3 Settlement, which increased the monetary benefit available to the Settlement Class.

29. Through Class Counsel's diligence and efforts, Plaintiffs and the Settling Defendants ultimately reached agreement and finalized the Settlements.

30. Class Counsel negotiated the Settlements from a position of full information. Over more than five years of litigation, they developed a thorough understanding of the strengths and weaknesses of the claims against each Settling Defendant, having taken these cases from pre-suit investigation and initial pleadings through the LBR bankruptcy proceedings, injunctive relief, appeal, motions to dismiss, fact and expert discovery, and class certification briefing. Plaintiffs resolved these claims with a clear-eyed view of their value and the risks of continued litigation.

31. Consistent with the Court's Preliminary Approval Order, the Notice of Settlement was issued on September 10, 2026. The Notice set forth the terms of the proposed Settlements, including the establishment of the \$59,795,000 Gross Settlement Fund that has been obtained so far, and explained Settlement Class Members' rights to submit a claim form, object, or opt out.

32. Settlement Class Members who submit a valid Claim Form will receive payments under an objective point system that accounts for claimed property damage (including but not limited to contamination of water cisterns), nuisance, trespass, economic losses, physical and emotional health manifestations, and unreimbursed out-of-pocket expenses arising from the contamination incidents releases.

33. For a Settlement Class of approximately 22,000 members, the Settlements deliver substantial and immediate monetary relief through the \$59,795,000 Gross Settlement Fund,

especially given that this recovery does not include any funding from three of the major Defendants from which Plaintiffs continue to pursue substantial additional recovery and are continuing to litigate.

34. The Notice Plan further advised that the Gross Settlement Fund will be used to pay Class Counsel's attorneys' fees of up to one-third (33%) of the Fund, plus costs, and service awards of up to \$5,000 for each Settlement Class Representative.

35. As of this date, the undersigned is not aware of any objections by any Settlement Class Members to the Settlements. Class Counsel will apprise the Court of any opt-outs or objections in their forthcoming motion for final approval of the Settlements.

36. Absent the Settlements, substantial work would have remained to prove the claims against the Settling Defendants, including summary judgment briefing, motions in limine, trial, and appeal, none of which carried a guaranteed outcome.

37. Class Counsel's informed, diligent, and efficient prosecution of this matter since early 2021 has positioned Plaintiffs to resolve the claims against the Settling Defendants on favorable terms, securing meaningful redress while avoiding the expense and risk of trial and appeal, and preserving Plaintiffs' continued pursuit of recovery from the remaining Defendants. Indeed, Class Counsel are preparing for trial against the non-settling Defendants and continue to expend substantial resources including both time and expenses.

E. Class Counsel's Time and Expenses and Class Representative Service Awards

38. Class Counsel pursued this case on a contingent basis with no guarantee of success or payment of their attorneys' fees or costs.⁸

⁸ Interim Co-Lead Counsel make no representation here about whether any Class Counsel relied on any litigation financing.

39. This litigation demanded—and received—years of extraordinary effort by Interim Co-Lead Counsel and the additional Class Counsel to achieve the extraordinary results now before the Court. The time that Class Counsel spent on this matter was time that was not spent on other potentially profitable matters that Class Counsel declined so that they could work on this important and meaningful litigation instead, at significant opportunity cost.

40. Absent the Settlements, the risk of no recovery on Plaintiffs' claims against the Settling Defendants was real and substantial, particularly given arguments that each Settling Defendant advanced regarding its respective role in the restart of the Refinery at the time of the releases.

41. Had the Settling Defendants prevailed on their arguments, Plaintiffs could have recovered nothing from these Defendants, notwithstanding the many thousands of attorney hours and significant litigation expenses advanced.

42. Plaintiffs' requested fee of one-third (33%) of the Gross Settlement Fund falls squarely within the range of contingent-fee percentages typically negotiated in the private market, which routinely run between thirty and forty percent of any recovery.

43. In fact, in this Litigation, absent a class action settlement resolution, individual Plaintiffs pursuing these claims would have – and in many cases actually did – negotiate contingent fee retainers with various counsel, including some of the law firms comprising Class Counsel, that were based on one-third or 40% percentages.

44. Time and Lodestar: Based on the records and time and expense reports that have been submitted to Interim Co-Lead Counsel by additional counsel for Plaintiffs, Class Counsel have so far reported that they have expended approximately 48,581.6 hours on this matter through approximately August 31, 2026, for a total collective reported lodestar of approximately

\$31,315,274, as follows:

Firm	Hours	Lodestar
Berger Montague PC	11,417.4	\$8,834,974.75
Burns Charest LLP	6,246.2	\$5,206,138.70
Miller Thibodeaux Dysart Veith & Paschal, LLC	9,955.3	\$7,385,321.00
Additional Counsel for Plaintiffs	20,962.7	\$9,888,840.28
TOTAL	48,581.6	\$31,315,274.73

45. Interim Co-Lead Counsel understands their duty to review the time that has been reported. Interim Co-Lead Counsel are continuing to do so and will provide the Court with a supplemental joint declaration containing additional information regarding the time expended by Class Counsel collectively with respect to this matter, to the extent necessary and relevant to the current Motion by December 4, 2026, the deadline for filing any reply papers in support of the Motion.

46. Expenses: From the beginning of this litigation, Interim Co-Lead Counsel and the additional counsel for Plaintiffs were aware that they might not recover any of the expenses that they incurred litigating this case. They were also aware that, at a minimum, they would not recover any expenses until the litigation was successfully resolved, in whole or in part, and only if approved by the Court. Class Counsel also understood that, even assuming that the case was ultimately successful, an award of expenses would not compensate them for the lost use or opportunity cost of funds advanced to prosecute the claims against Settling Defendants. At all times, Interim Co-Lead Counsel have been motivated to, and did, take steps to minimize expenses whenever practicable without jeopardizing the vigorous and efficient prosecution of the case.

47. Plaintiffs' request reimbursement of \$3,614,041.43 in expenses. These expenses have been incurred for filing fees, eDiscovery vendors, online legal research, travel, deposition transcripts, expert witness fees, and other expenses typical of such complex matters. The majority

of expenses incurred were paid out of a litigation fund created and maintained by Interim Co-Lead Counsel (the “Litigation Fund”).

48. Specifically, Class Counsel (including Interim Co-Lead Counsel) have collectively contributed \$2,071,000 to the Litigation Fund to date. In total, \$1,975,776.02 has been paid so far from the Litigation Fund for reasonable litigation-related expenses. Payment from the Litigation Fund required personal approval from Interim Co-Lead Counsel.

49. Additionally, based on Interim Co-Lead Counsel’s records and the time and expense reports that have been submitted by additional counsel for Plaintiffs so far in the Litigation, Class Counsel has to date reasonably incurred approximately \$1,638,265.41 in additional expenses exclusive of contributions to the Litigation Fund, as follows:

Firm	Expenses Exclusive of Contributions to Litigation Fund
Berger Montague PC	\$249,906.84
Burns Charest LLP	\$684,677.90
Miller Thibodeaux Dysart Veith & Paschal, LLC	\$321,701.77
Additional Counsel for Plaintiffs	\$381,978.90
TOTAL	\$1,638,265.41

50. Again, as with the time and lodestar reporting, Interim Co-Lead Counsel will further review all expenses that have been submitted to date, and will provide the Court with any additional information regarding Class Counsel’s expenses with respect to this matter to the extent relevant to the current Motion by December 4, 2026, the date for filing any reply papers in support of the Motion. Interim Co-Lead Counsel will also provide a final breakdown of the expenses incurred by law firm.

51. Interim Co-Lead Counsel and Class Counsel also seek modest service awards of \$5,000 for each of the Class Representatives. In the opinion of Class Counsel, the proposed service awards are fair and reasonable and should be approved. The named Plaintiffs devoted substantial

time and effort that contributed to the Settlements. Each Plaintiff underwent lengthy initial and follow-up interviews with Class Counsel; reviewed pleadings; assisted counsel in responding to written discovery; searched for and produced documents; prepared and sat for depositions; monitored the overall progress of the litigation; and engaged in communications with Class Counsel.

We declare under penalty of perjury that the foregoing is true and correct based on our own personal knowledge as to our own law firms and based on the information and data that has been provided to us to date by the other law firms comprising Interim Co-Lead Counsel and Class Counsel, as detailed above. As set forth above, Interim Co-Lead Counsel reserve the right to supplement this Joint Declaration upon their further review of the time and expenses that have been reported.

Dated: September 22, 2026

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