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

CLIFFORD BOYNES, *et al*	:	**CIVIL ACTION**
	:	
v.	:	**NO. 1:21-253**
	:	
LIMETREE BAY VENTURES, LLC, *et al*	:	

AMENDED ORDER GRANTING PRELIMINARY SETTLEMENT APPROVAL AND RELATED RELIEF AS TO LESS THAN ALL DEFENDANTS[1]

AND NOW, this 8th day of September 2026, upon considering Plaintiffs' and several Defendants' Joint Motion for preliminary approval of a class action settlement as to less than all Defendants (ECFs, 1744, 1796), proposed Order after two hearings and negotiations with all parties including attached proposed Notices and Claims Forms (ECFs 1833-1, 1833-2, 1833-3, 1833-4, 1838-1, 1838-2, and 1838-3), mindful of substantial progress towards a more global resolution after two hearings with the parties, reviewing the parties' agreed Bar Order (ECF 1838-1) which will be separately entered, following telephone conferences addressing scheduling concerns (ECF 1834), and upon learning of further progress, and for good cause upon finding:

A. Plaintiffs allege all Defendants may be liable in damages to a class of persons arising from pleaded incidents at the Limetree Bay Refinery from February 2021 to May 2021 (ECF 1327);

B. The parties engaged in substantial discovery and settlement discussions, and

[1] We amend our August 27, 2026 Order (ECF 1840) upon the parties' consent and with their input to clarify inconsistencies arising from evolving proposed Orders resulting from ongoing good faith negotiations. Today's amended Order does not alter our core findings as to preliminary approval of the proposed class action settlements as to less than all Defendants or otherwise alter the substantive terms of the negotiated Bar Order first set in our August 27, 2026 Order (ECF 1840).

eventual extensive briefing followed by a hearing held on December 10, 2025, allowing Judge Lewis to preliminarily approve a class action settlement on February 16, 2026 between the Plaintiffs and (1) ArcLight Capital Partners, LLC; (2) ArcLight Energy Partners Fund VI, L.P.; (3) ArcLight Limetree AIV, L.P.; (4) Limetree Bay Holdings, LLC; (5) Limetree Bay Preferred Holdings, LLC; and (6) Freepoint Commodities LLC, as well as a separate settlement with (7) Pinnacle Services, LLC (the "Group I Settlements," and the relevant defendants, the "Group I Settling Defendants");

C. Chief Judge Molloy reassigned this matter to our docket on March 8, 2026 (ECF 1700) following Judge Lewis's retirement from service and leading to briefing, scheduling conference, and eventual March 31, 2026 Order (ECF 1731) setting final pretrial and trial obligations to all parties other than the Group 1 Settling Defendants;

D. Plaintiffs moved on May 8, 2026 for preliminary approval of class action settlements with Universal Plant Services (VI), LLC ("UPS"); Excel Construction and Maintenance VI, Inc. ("Excel"); Elite Turnaround Specialists, Ltd. (“Elite”); and Versa Integrity Group, Inc. ("Versa") (the "Group 2 Settlements," and the relevant defendants, the "Group 2 Settling Defendants"), leading to our extended hearing on June 10, 2026 where we raised several questions in response to concerns on the scope of remaining claims and afforded experienced counsel leave to further negotiate and advise as to further agreements or an inability to proceed as to the Group 2 Settlements;

E. Plaintiffs returned with additional information responsive to our concerns on June 22, 2026 and then on July 7, 2026, noting the Group 2 Settling Defendants opposed the entry of the negotiated language (ECFs 1791, 1813, 1814, 1826);

F. The parties continued to negotiate contested language on the scope of a bar on certain further claims leading to Plaintiffs moving on July 14, 2026 for preliminary approval of a

Settlement with Defendants EIG Global Energy Partners, LLC, Limetree Bay Ventures, LLC, and Limetree Bay Energy, LLC that will resolve Plaintiffs' claims against these entities (the "Group 3 Settlement," and the relevant defendants, the "Group 3 Settling Defendants") (ECFs 1796, 1798);

G. Plaintiffs and the Group 3 Settling Defendants agreed upon language requiring identified Settling Insurers [1] to contribute to the Group 3 Settlement, but not affecting or applying to an insurance policy other than the First Layer Excess Policy provided by Chaucer Group and Apollo Syndicate Management Limited and up to $2,500,000 of the AXIS Policy and any of their predecessors, successors, subsidiaries, affiliates, assigns, agents, or persons acting or purporting to act on their behalf and not affecting the release of AXIS as a Settling Insurer or release AXIS from, or otherwise affect, its commitment to pay its remaining limits up to $7,500,000 under the AXIS Policy;

H. The parties continued to update us on disputed language leading to an August 11, 2026 status conference where the Group 2 Settling Defendants confirmed they opposed language in the settlement affecting their rights as to potential claims if affected by language in a Bar Order presented in connection with the Group 3 Settlement;

I. Following another status conference (ECF 1834), each of the Group 2 Settling Defendants (together with the Group 3 Settling Defendants, the "Settling Defendants") agreed to move forward for approval of the Group 2 Settlements (ECFs. 1744-1 to 1744-4);

J. The Group 2 Settlements require payment of $6,745,000 into an interest-bearing account to be handled as detailed in the Group 2 Settlements;

[1] The Settling Insurers are: 1) Lloyd's of London Syndicate 1084 and Apollo Liability Consortium 9984 as joint subscribers to Policy No. ENCAS200001 1 (the "First Layer Excess Policy"); 2) AXIS Surplus Insurance Company ("AXIS") with respect to Policy No. EAU646295/01/2020 (the "AXIS Policy"), but only to the extent of AXIS's obligations to defend and indemnify Limetree Bay Ventures, LLC ("LBV") and Limetree Bay Energy, LLC ("LBE") for the claims asserted in the Litigation.

K. The Group 3 Settlement requires payment of $35,000,000 into an interest-bearing account to be handled as detailed in the Group 3 Settlement.

L. Plaintiffs and each of the Settling Defendants participated in arm's-length negotiations and mediation overseen by the Court-appointed mediator, John W. Perry, Jr. and have agreed to and signed Settlement Agreements with respect to Plaintiffs' claims against the Settling Defendants;

M. Plaintiffs now move for entry of an Order granting preliminary settlement approval of the Group 2 Settlements and the Group 3 Settlement consistent with Fed. R. Civ. P. 23(e), and move to administer the Group 1 Settlements, the Group 2 Settlements, and Group 3 Settlement (together, the "Collective Settlements") jointly with no Opposition as to the settlements and not otherwise altering the remaining parties' claims and defenses; and, for good cause shown,

IT is ORDERED we GRANT the Plaintiffs' Motions (ECFs 1744, 1796) for preliminary approval of the Group 2 Settlements and the Group 3 Settlement requiring the parties proceed consistent with this Order and Federal Rules of Civil Procedure 1 and 23 towards a **December 14, 2026** Final Approval Hearing under the terms of this Order having reviewed the Group 2 Settlements and Group 3 Settlement (the "Subject Settlements"), including the briefing, the terms of the Subject Settlements and benefits to be provided to the Settlement Class, and the Subject Settlements' elimination of potential manageability issues which could otherwise exist if the Litigation continued with respect to Plaintiffs' claims against the Settling Defendants allowing us to today find for purposes of preliminary settlement approval under Fed. R. Civ. P. 23(e)(l)(B), Plaintiffs made a sufficient showing we will likely be able to approve the proposal under Fed. R. Civ. P. 23(e)(2) and certify the Settlement Class under Fed. R. Civ. P. 23(a) and (b)(3):

We certify a Settlement Class as to claims against the Settling Defendants.

1. We will likely be able to certify the Settlement Class under Fed. R. Civ. P. 23(a) and (b)(3) as we find on this preliminary record (a) the Settlement Class is so numerous that joinder of all members is impracticable; (b) questions of law and fact common to the Settlement Class; (c) Plaintiffs' claims are typical of the claims of the Settlement Class Members for purposes of the Settlements; (d) Plaintiffs and Class Counsel fairly and adequately represented the interests of the Settlement Class; (e) questions of law and fact common to the Settlement Class predominate over questions affecting an individual member; and (f) a class action provides a fair and efficient method for settling the controversy under Rule 23.[2]

2. **We provisionally certify** the Settlement Class for settlement purposes:

> all persons or entities: (a) who owned or rented properly (real and/or personal) in the Affected Geographic Area[3] 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 Area[3] 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.

3. We **appoint** Plaintiffs Ryan Alleyne, Agnes Augustus, Esther Clifford, Sirdina Isaac Joseph, Isidore Jules, John Sonson, Mary Moorhead, Margaret Thompson, Alvina (Jean-Marie) Ilarraza, Cristel Rodriguez, Clifford Boynes, Delia Almestica, Helen Shirley, Guidrycia

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[2] We do not today consider manageability issues otherwise likely be presented by the trial of a class action involving these claims because Plaintiffs' claims against the Settling Defendants are being settled rather than litigated.

[3] 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.

Wells & Minor Child "O.N.", Edna Santiago, and Virginie George are appointed as the Class Representatives of the Settlement Class.

4. We **appoint** Kerry Miller of Miller Thibodeaux Dysart Veith & Paschal, LLC, Daniel Charest of Burns Charest LLP, and Shanon J. Carson of Berger Montague PC as Co-Lead Class Counsel, and Lee J. Rohn of Lee J. Rohn & Associates LLC as Liaison Counsel.

We preliminarily approve the proposed settlements.

5. The Subject Settlements confer substantial benefits upon the Settlement Class and avoid the costs, uncertainty, delays, and other risks associated with continued litigation, trial, and/or appeal in this Litigation with respect to Plaintiffs' claims against the Settling Defendants. The consideration provided to the Settlement Class under the Subject Settlements falls within the range of reasonable recovery when balanced against the risks and delay of continuing the Litigation with respect to Plaintiffs' claims against those defendants, and does not grant preferential treatment to Plaintiffs, Class Counsel, or any subgroup of the Settlement Class. The plan of allocation is fair and reasonable, and consequently, the Subject Settlements are likely to gain final approval under Fed. R. Civ. P. 23(e)(2).

6. We **conditionally certify** the Settlement Class as defined above and preliminarily approve the terms of the Subject Settlements as fair, reasonable, and adequate, and in the best interest of Plaintiffs and the Settlement Class, subject to further consideration at the Final Approval Hearing.

7. Our preliminary approval of the terms of the Subject Settlements today includes the Bar Order separately docketed today, which foreclose certain claims against the Settling Defendants, including cross-claims, and entitle Non-Settling Defendants to a judgment credit. The Bar Order shall also apply to the Group 1 Settlements. The Bar Order shall control over similar

Bar Order protections in the Group 1 Settlements, the Group 2 Settlements, or the Group 3 Settlement.

We appoint an earlier-approved settlement administrator and approve the Notices as conformed to this Order.

8. The Plaintiffs and all parties shall ensure obligations subject to the Collective Settlements are jointly administered jointly.[4]

9. The proposed Notice of Settlement and Claim Form fairly, accurately, and reasonably inform Settlement Class Members of: (1) appropriate information about the nature of this Litigation and the essential terms of the Collective Settlements; (2) appropriate information about how to obtain additional information regarding this matter and the Collective Settlements, in particular, through the Settlement Website; and (3) appropriate information about how to object, or exclude themselves from, the Collective Settlements if they wish to do so.

10. To the extent they have not yet done so, the Group 1 Settling Defendants, Group 2 Settling Defendants, and Group 3 Settling Defendants (the "Collective Settling Defendants") shall notify the appropriate Federal and State officials under the Class Action Fairness Act of2005 ("CAFA"), 28 U.S.C. § 1715 by no later than **August 31,2026**.

11. The Notice of Settlement and Claim Form, and the notice methods as further described in the Collective Settlements, satisfy due process, Fed. R. Civ. P. 23(c)(2)(B) and 23(e)(l), CAFA, 28 U.S.C. § 1715, and other applicable laws; constitute the best notice practicable under the circumstances; and shall constitute due and sufficient notice to all persons entitled thereto.

12. We approve the proposed Notice Plan, Notice of Settlement, and Claim Form, and order they be provided to the Settlement Class as set forth in the Collective Settlements with dates conformed to today's Order.

[4] Judge Lewis earlier approved a Notice Plan to the Group 1 Settlements and the parties now agree to proceed with the Subject Settlements in a substantially similar proposed Notice Plan, including, without limitation, Notices of Settlement and a Claim Form, with only minor modifications.

13. We, consistent with Judge Lewis's findings in granting preliminary approval of the Group 1 Settlements, appoint Epiq Systems, Inc. as the Settlement Administrator to administer the Collective Settlements and to perform all duties ascribed to it under the Collective Settlements.

We define the ability of class members to exclude themselves or object.

14. All Settlement Class Members may timely opt out of or object to any of the Collective Settlements under this Order incorporating the schedule defined by the Plaintiffs and Collective Settling Defendants and detailed in the approved Notices and Claims forms.

15. A member of the Settlement Class who submits a timely and valid request for exclusion cannot object to any of the Collective Settlements and is not eligible to receive a Settlement Payment, as that term is defined in the Collective Settlements and described to the members of the Settlement Class in their Notices.

16. To request exclusion from the Settlement Class, a Settlement Class Member must submit a written request for exclusion to the Settlement Administrator so that it is postmarked by the Objection and Opt-Out Deadline, stating they request exclusion from the Settlement Class in clear and unambiguous language. The written request for exclusion must also contain the Settlement Class Member's printed name, address, telephone number, and (if available) email address. The request for exclusion must contain the actual written signature of the Settlement Class Member seeking exclusion. Requests for exclusion cannot be made on a group or class basis.

17. Any Settlement Class Member who does not submit a valid and timely written request for exclusion shall be bound by all subsequent proceedings, orders, and judgments in this

Litigation.

18. Any statement or submission purporting or appearing to be both an objection and opt-out shall be treated as a request for exclusion.

19. Any Settlement Class Member who does not submit a written request for exclusion may present a written objection to any of the Collective Settlements explaining why they, he, or she believes any of the Collective Settlements should not be approved by the Court as fair, reasonable, and adequate at a final approval hearing.

20. A Settlement Class Member who wishes to submit an objection must deliver to the Settlement Administrator a detailed written statement, postmarked by the Objection and Opt-Out Deadline, explaining why they believe any of the Collective Settlements should not be approved as fair, reasonable, and adequate at a final approval hearing.

21. A written objection must include: (a) the objector's name, address, telephone number, email address (if available), and, if represented by counsel, the name, address, telephone number, and email address of his or her counsel; (b) all grounds for the objection, accompanied by legal support for the objection known to the objector or his or her counsel; (c) copies of papers, briefs, or other documents upon which the objection is based or upon which the objector or his or her counsel intends to rely; (d) a statement of whether the objector or their counsel intends to appear at the Court's Final Approval Hearing concerning the Collective Settlements, either in person or through counsel; and (e) the objector's handwritten signature.

22. A Settlement Class Member may object on his or her own behalf or through an attorney; however, even if represented, the Settlement Class Member must individually sign the

objection, and all attorneys involved must be listed on the objection.

23. Any objector who files and serves a valid and timely written objection as described above may appear at the Final Approval Hearing, either in person or through separate counsel hired at the objector's expense, to object to any aspect of the Collective Settlements on the basis set forth in his or her objection; provided, however, that any objector or attorney for an objector who intends to make an appearance at the Final Approval Hearing must in the objection state their intention to appear.

24. Any Settlement Class Member who does not comply with these requirements may waive (subject to our review at the Final Approval Hearing) all rights they, he, she, or it may have to object to the Collective Settlements and shall be bound by the terms of the Collective Settlements and by all proceedings, orders, and judgments in the Litigation.

25. A Settlement Class Member who requests exclusion can withdraw their request for exclusion prior to the deadline for Settlement Class Members to file Claim Forms by submitting a signed written request or email containing an electronic signature to the Settlement Administrator stating their desire to withdraw their request for exclusion.

We set the parties' and Settlement Class Members' obligations leading to a Final Approval Hearing.

26. We set the following deadlines to ensure the efficient review of arguments and objections relating to a necessary final approval of the Collective Settlements:

Event	**Proposed New Deadline**
Notice Date for the Mailing of the Approved Notice (Short-Form Notices in English and Spanish) to Settlement Class Members	**September 10, 2026**
Filing Deadline for a Motion for Attorneys' Fees, Costs, and Service Awards	**September 22, 2026**

Event	Proposed New Deadline
Opt-Out Deadline for Settlement Class Members to Opt-Out of the Settlements **Objection Deadline** for Settlement Class Members to Object to the Settlements **Filing Deadline** for a Declaration regarding the Preliminary Completion of the Notice	**October 27, 2026**
Claims Form Deadline for Settlement Class Members to file Claim Forms	**November 3, 2026**
Filing Deadline for a Motion for Final Approval of Class Action Settlement **Filing Deadline** for a Declaration regarding the Completion of the Notice	**November 13, 2026**
Filing Deadline for any opposition to the Motion for Final Approval of Class Action Settlement **Filing Deadline** for any Notice of Intent to Appear at the Final Approval Hearing by objecting Class Members	**November 20, 2026**
Filing Deadline for any reply to any opposition, if filed, to the Motion for Final Approval of Class Action Settlement	**December 4, 2026**
Filing Deadline for any reply papers in further support of the Settlements, Attorneys' Fees, Costs, and Service Awards, and/or any replies to the responses to filed objections	**December 4, 2026**
Final Approval Hearing	**December 14, 2026**

We deny pending Motions among the Settling Parties, stay the Settling Parties' further obligations, and set a final approval hearing for December 14, 2026.

27. Mindful of our collective obligations under Rule 1 having preliminarily approved the resolution of Plaintiffs' claims against the Settling Defendants, we

a. deny without prejudice pending Motions relating to Settling Defendants’ defenses including at ECFs 1368, 1398, and 1423; and,

b. **stay** the obligations relating to the claims between the Plaintiffs and Collective Settling Defendants (and no other parties) under our March 31,2026 Order (ECF 1731) as amended other than obligations under this Order and to effect the Settlements, until f1.1rther Order.

28. Lead and Liaison Counsel are attached for a Final Approval Hearing on **December 14, 2026 at 9:30 AM AST** in a courtroom to be determined, Almeric L. Christian Federal Building and U.S. Courthouse, St. Croix, Virgin Islands 00820 (subject to moving the hearing into a virtual platform if there are no filed objections or notices to appear to object and upon joint written Consent of all Settling parties filed by Plaintiffs' counsel no later than **NOON on November 24, 2026)** to determine whether the Settlements should receive final approval, and address Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Awards.

KEARNEY, J.