

24<sup>th</sup> JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON  
STATE OF LOUISIANA

NO. 839-979

DIVISION “H”

ANNE CANNON, INDIVIDUALLY,  
AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED

VERSUS

METAIRIE TOWERS CONDOMINIUM ASSOCIATION, INC., METAIRIE TOWERS BOARD OF DIRECTORS, THROUGH ITS INDIVIDUAL MEMBERS, RON CARTER, BETTY MILES, ELLYN MEIER, CAROLYN DIAZ, JENNIFER FAGAN, MARY KAY ZAHN, & ANNE BABST, STRATEGIC CLAIMS CONSULTANTS, LLC, GNO PROPERTY MANAGEMENT, L.L.C., BURLINGTON INSURANCE COMPANY, GREENWICH INSURANCE COMPANY, FEDERAL INSURANCE COMPANY, INTERSTATE FIRE & CASUALTY INSURANCE COMPANY, COLONY INSURANCE COMPANY, SCOTTSDALE INSURANCE COMPANY, EVANSTON INSURANCE COMPANY, OLD REPUBLIC INSURANCE COMPANY, AND ACE PROPERTY AND CASUALTY INSURANCE COMPANY

FILED: \_\_\_\_\_

DEPUTY CLERK

JOINT PRE-TRIAL ORDER

NOW INTO COURT, comes Plaintiff, Anne Cannon, individually and on behalf of all others similarly situated, and Defendants, Metairie Towers Condominium Association, Inc. (the “Condo Association”) and GNO Property Management, LLC; Strategic Claims Consultants, LLC; Old Republic Insurance Company; ACE Property and Casualty Insurance Company, Harco Insurance Company, and International Fidelity Insurance Company; Colony Insurance Company, Greenwich Insurance Company, Federal Insurance Company, and Burlington Insurance Company, who submit the following Pretrial Order in accordance with the Court’s Case Management Order:

**1. Plaintiffs’ Contentions/Summary of Facts:**

All condominium owners, at Metairie Towers Condominium complex located at 401 Metairie Road, Metairie, Louisiana, 70005, that owned units, continuously, from August 29, 2021, through April 21, 2023. Excluded from the class are unit owners who were members of the board of directors during the period defined herein. All condominium owners, at Metairie Towers Condominium complex located at 401 Metairie, Louisiana, 70005, that acquired ownership of units after August 29, 2021, and retained ownership through April 21, 2023. Excluded from the class are unit owners who were members of the board of directors during the period defined herein.

As a result of the damage caused by Hurricane Ida, Metairie Towers as a whole was rendered uninhabitable, the Owners were forced out of their units, and repairs/reconstruction were undertaken without obtaining a vote of the Owners. The Condo Association and/or the Board made insurance claims for the property damage to Metairie Towers and undertook the management of the insurance proceeds as well as repairs, restoration, and remediation on behalf of the Owners. The Owners were advised by the Condo Association and/or the Board that the repairs to Metairie Towers would take approximately one-year and that the insurance coverage available was sufficient to complete the repairs and restoration. Thereafter, the Condo Association and/or the Board advised the Owners to remove all of their contents, personal property and movable property from their units. The Condo Association and/or the Board approved and/or directed third parties to gut the entire structure known as Metairie Towers, including all common areas and individual units regardless of whether they had sustained any direct damage from Hurricane Ida. The Owners were advised that the entire property, including undamaged units, was being gutted so that asbestos remediation could be done. During the time the property and the units were being gutted, the Condo Association and/or the Board were not transparent with the Owners and failed to put any issues affecting their units to a vote. Specifically, the Condo Association and/or the Board collected, disbursed, and spent first party insurance funds without any explanation, oversight or checks and balances. Pursuant to Article X(5) of the Declaration of Condominium, the Metairie Towers Condominium Association, Inc. was required to appoint a Trustee for the benefit of unit owners. In the event of a decision to rebuild, the insurance proceeds were to be paid out by the insurance trustee as the reconstruction and repairs progressed in accordance with an insurance trust agreement. The trust agreement was required to provide in pertinent part that:

(a) The new construction or repairs shall be in the charge of an architect or engineer, who may be an employee of the Board of Directors, satisfactory of the Insurance Trustee;

(b) Prior to the commencement of the reconstruction or repair of the damaged improvements, other than such work as may be necessary to protect the condominium from further damage, the plans or specifications for such reconstruction or repair shall be submitted to the Insurance Trustee for its approval, which approval shall not be unreasonably withheld or delayed;

I Unless otherwise required by the Insurance Trustee, notice of each request for an advance of the proceeds of the Insurance shall be made to the Insurance Trustee or its representative, at least ten days prior to payment by the Insurance Trustee and shall be accompanied by a certificate

from the inspecting architect to the effect that:

- (i) all work completed has been performed in accordance with the plans and specifications and all building codes or other similar governmental requirements;
- (ii) the amount requested to be advanced is required to reimburse the Board of Directors of the Association for payments previously made by the Board of Directors or is due to the contractor responsible for the restoration or repair, or to subcontractors, materialmen, laborers, engineers, architects, or to other persons responsible for services or materials in connection with such restoration or repair, or for fees or the like necessarily incurred in connection with the same;
- (iii) when added to amounts previously advanced or paid by the Insurance Trustee, the amount requested to be advanced does not unreasonably exceed the value of the work done or the materials delivered to the date of such request;
- (iv) funds remaining available to the Insurance Trustee are sufficient to complete the reconstruction or repair.

Instead of appointing an Insurance Trustee, Metairie Towers Condominium Association, Inc. or the Board without the authority of the Unit owners appointed a Tripartite Management Team comprised of (1) Metairie Towers Condominium Association, Inc. – Ron Carter; (2) Strategic Claims Consultants, LLC – Brandon Lewis; (3) GNO Property Management, L.L.C. – Robert Philips – (1) to review contractor invoices; (2) to submit the invoices and contractor documents to the insurer; (3) to receive the funds owed pursuant to the insurance policy; and (4) to distribute the funds to the contractor(s). At no time did the Tripartite Management Team retain the services of an engineer or an architect to oversee the construction or repairs and certify that the funds remaining after payment of invoices were sufficient to complete the reconstruction or repair as was required by Paragraph X(5)I(iv).

On April 4, 2023, the Owners were finally given an accounting of the insurance proceeds collected and how these insurance funds were spent, giving rise to this lawsuit. Moreover, the Owners were for the first time advised that there would not be enough proceeds to complete the restoration or repair and it was expected that the Owners would be accessed \$50,000 to \$60,000 per unit to complete the repairs/restoration. In sum, the Owners were advised that approximately \$20,000,000 of insurance proceeds were spent and Metairie Towers and all of its 219 units are still completely uninhabitable and gutted.

Additionally, pursuant to Paragraph X(1) of the Declaration of Condominium, the property was to be insured in an amount equal to the maximum insurance replacement value as determined annually by an appraisal. The property was significantly underinsured and the required appraisal to determine the insurable replacement value was never obtained on an annual basis.

As a result of the actions and inactions of Defendants, Metairie Towers Condominium Association, Inc., Metairie Towers Board of Directors, through its individual members, Ron Carter, Betty Miles, Ellyn Meier, Carolyn Diaz, Jennifer Fagan, Mary Kay Zahn, & Anne Babst, Strategic Claims Consultants, LLC, and GNO Property Management, L.L.C., the Class has sustained damages as set forth below based on (1) negligence; (2) negligence per se – violations of the law and their own rules and regulations; (3) detrimental reliance; and (4) breach of fiduciary.

The Condo Association and/or Board, through Its individual members, are governed by strict and rigid rules and regulations regarding the collection and disbursement of insurance proceeds. The Condo Association and/or the Board violated the Louisiana Condominium Act, its own internal articles and/or bylaws and rules resulting in the mismanagement, misuse, misapplication, and inefficient application of the insurance proceeds, which caused substantial damage to the Class. According to the Declaration of Condominium of the Metairie Towers Condominium Association, Inc. Article X(5) – Insurance Trustee, in the event of a casualty loss, the insurance proceeds should be paid over to an Insurance Trustee to manage, disperse, and prevent the depletion of these proceeds.

The Condo Association and/or the Board violated Article 5 by failing to appoint a trustee pursuant to its own bylaws. Defendants made misrepresentations to the Owners on which they relied to their detriment regarding: (1) the amount of time it would take to make the repairs or to restore Metairie Towers; (2) the management of the insurance proceeds; (3) the adequacy of insurance proceeds to complete the repairs; and (4) the adequacy of insurance coverage on Metairie Towers. As such, Defendants are liable for detrimental reliance pursuant to La. Civ. Code art. 1967. As a result of the negligence and other acts and omissions of Defendants, individually and as a management team, the Class has suffered the following damages:

- 1) Loss of use of the premises and their units;
- 2) Diminution in value.
- 3) Condominium fees.
- 4) Damage to contents, personal property, and movables.

- 5) Miscellaneous and additional expenses incurred, including moving expenses, storage expenses.
- 6) Mental anguish, severe and substantial mental anguish associated with the destruction of their units.

Loss of substantial insurance proceeds, which were collected and mismanaged.

The class has been certified and affirmed by the Louisiana Fifth Circuit Court of Appeal.

The Louisiana Supreme Court Writ on Class Certification is pending.

Assured Partners neither had a duty to recommend the amount of insurance coverage that the MTCA and its Board should obtain, nor is there any evidence that Assured Partners made such a recommendation. Further, Defendants have put forth no admissible evidence that the unit owners made the decision to underinsure Metairie Towers and/or to insure it for \$19,000,000.

The MTCA and its Board cannot delegate its fiduciary duties or obligations under its governing documents, including the Declaration of Condominium, or the Louisiana Condominium Act, nor can the MTCA and its Board defend its negligent actions or attempt to shift liability by alleging that it relied on “experts” and attorneys.

Finally, the insurance policies issued by Federal, Greenwich, and Colony provide insurance coverage for the claims and damages asserted by the Plaintiffs in this Class Action for the reasons that will be set forth in detail in the oppositions to their motions for summary judgment, which will be filed on Monday, August 18, 2025.

### **1. Defendant’s Contentions/Summary of Facts:**

#### **Contentions/Summary of Facts BY: Metairie Towers Condominium Association, Inc. (the “Condo Association”) and GNO Property Management, LLC**

The Board of MTCA was composed of lay people, many of them elderly, who relied on the advice of their predecessors and experts to direct the Board in managing the affairs of the Board. The Board contacted a professional insurance agent, Assured Partners, for purposes securing insurance coverage under multiple policies. The Board provided Assured Partners with all of the requested information, including the condominium documents and relied on Assured Partners to recommend and bind the proper insurance coverage. The Board followed the advice of Assured Partners in purchasing insurance for Metairie Towers. Additionally, a class member informed Robert Phillips of GNO that the MTCA membership expressed to the board that they did not want an insurance rate increase for 2021 due to the financial difficulties presented by Covid.

Following the landfall of Hurricane Ida on August 29, 2021 the Board members worked tirelessly to minimize and mitigate the damage caused by the Cat 4 storm. Working without electricity and with some of the members, like the tenants, evacuated, the Board secured the services of Advanced Property Restoration Services (“APRS”) based upon the recommendation of a fellow unit owner (and class member). The Board took every effort to remediate the damage to the buildings caused by the storm and worked quickly to mitigate the damage in an attempt to prevent mold from growing.

At the same time, the property management company that was under contract at the time of Hurricane Ida stepped down, not having the means to assist following the natural disaster. GNO Property Management (“GNO”), led by Robert Phillips, stepped in to assist the Board which was left without a property management company in the wake of this disaster. GNO had not previously been involved in the property management and played no role in the procurement of insurance prior to Hurricane Ida or the Second Water Event.

The Board likewise enlisted the services of a recommended public adjuster, Strategic Claims Consultants (“Strategic”), to guide them through the claims process. None of the Board members had a background in insurance or claims adjusting and they relied heavily on these experts, who were vetted by the attorney for the Board. The Board and GNO continuously relayed information to the unit owners, as it was received from APRS and Strategic. The information was made available on the website and through email.

A month after Hurricane Ida, a contractor retained by the first party insurance carrier directed water to be restored to the chiller system. This was done without the approval and specifically against the instructions of the attorney for MTCA. This action caused water to flow throughout the buildings, causing additional and/or new damage to the units and common areas. In essence, returning the mitigation efforts to square one.

Again, the Board and GNO relied on APRS and Strategic to assess the damage and come up with a plan to remediate and mitigate the new damage. Unfortunately, this 1970’s building contained asbestos, which was unencapsulated by the water damage from the storm and the second water event. As always, additional experts were consulted and all avenues were discussed. It was determined that the best course of action was to remediate all of the asbestos. The unit owners continued to be informed of these decisions.

The Board was having difficulties collecting from their insurance company. They

sought the assistance of a well-known, local attorney with a proven track record to file suit against the first party insurer. This lawsuit resulted in MTCA settling for over \$40M with that insurer. A lawsuit against the other actors in the Second Water Event remains pending (and the unit owners will be the beneficiaries of any recovery).

The Board members and GNO worked tirelessly for close to 18 months, contacting experts, meeting contractors, working with insurance companies, responding to questions of the unit owners, holding meetings, sending emails, and posting information on their website. Their goal was to remediate the damage and restore Metairie Towers as quickly as possible. Unfortunately, the amount of deferred maintenance (asbestos) created a situation where the residents would need to approve a special assessment to complete the rebuild or agree to sell the building. The residents voted for the latter and the building was sold for \$24M which was distributed to the unit owners. Had the asbestos not been completely remediated, it would not have garnered that price.

Many of the class members, including the class representative, carried their own insurance for their betterments to the “white box.” This was required by the condo documents. Many owners, however, chose not to carry the required insurance. For those that carried insurance, they, like Anne Cannon, may have already recovered more than their unit was worth. Those that did not carry the required insurance may still have been made whole by the previous distributions. Many of the unit owners have likewise filed suit for the Second Water Event and seek to recover even more for the very same damages.

Additionally, as will be shown at trial, several of the class members spread false rumors about the board and the recovery process, sowed distrust between the members and the board immediately after Hurricane Ida made landfall, sought to settle or re-litigate pre-storm grievances with board members, and improperly contacted financial institutions doing business with MTCA, which lead to a rejection of a loan application by MTCA to secure additional funding to aid in the mitigation of the building. These actions of certain class members stymied attempts by the board to repair and rebuild the association.

**1. Contentions/Summary of Facts BY: Strategic Claims Consultants, LLC; Old Republic Insurance Company; ACE Property and Casualty Insurance Company, Harco Insurance Company, and International Fidelity Insurance Company**

Strategic and its insurers, Old Republic Insurance Company, ACE Property and Casualty Insurance Company, Harco National Insurance Company, and International Fidelity Insurance

Company have settled with the class and are working on preliminary approval of the settlement. Pending that settlement and in the event that the settlement fails or is not approved, Strategic and its insurers reserve the right to contest all of the plaintiffs' and class' claims and assert all defenses, including, but not limited to, all defenses asserted in their respective answers, motions for summary judgment, and other pleadings, as well as call any and all witnesses previously identified by Strategic or its insurers, present all exhibits previously identified by Strategic or its insurers, use any document or other evidence previously produced by Strategic or its insurers, and utilize any exhibit or witness used or identified by any other party to the litigation at any time.

### **1. Contentions/Summary of Facts BY: Colony Insurance Company**

Colony Insurance Company ("CIC") adopts and incorporates Metairie Towers Condominium Association, Inc.'s summary of facts as if copied herein *in extenso* with the addition of the following:

#### **A. Colony Commercial General Liability Policy**

CIC general liability policy numbered 600 GL 0208751-00 for the period of April 1, 2022, to April 1, 2023 (the "MTCA GL Policy"). The MTCA GL Policy provided coverage for "bodily injury" or "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory" only if:
  - a. The "bodily injury" or "property damage":
    - i. Occurs on the premises shown in the Schedule or the ground and structures appurtenant to those premises; or
    - ii. Arises out of the project or operation shown in the Schedule;
  - b. The "bodily injury" or "property damage" occurs during the policy period; and
  - c. Prior to the policy period, no insured listed under Paragraph 1. Of Section II-Who is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change, or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

The MTCA GL Policy defines Bodily Injury as "bodily injury, sickness, or disease sustained by a person, including death, resulting from any of these at any time." "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

The term “occurrence” means “an accident, including continuous or repeated exposure to substantially the same general harmful conditions.”

**B. Colony Excess Policy**

CIC issued excess liability policy numbered AR4239054 for the policy period of April 1, 2022, to April 1, 2023, which only applied in excess of the CIC GL Policy (the “CIC Excess Policy”). The CIC Excess Policy covers “the ‘ultimate net loss’ in excess of the ‘retained limit’ because of ‘injury or damage’ for which the insured is legally obligated to pay and to which this insurance applies.”

The CIC Excess Policy specifically excludes from coverage:

g. Pre-Existing Damage or Injury

- (1) Any “injury or damage” whether such “injury or damage” is known or unknown:
  - a. Which first occurred prior to the inception date of this policy (or the retroactive date of this policy, if any, whichever is earlier); or
  - b. Which is, or alleged to be, in the process of occurring at the inception date of the policy (or the retroactive date of this policy, if any, whichever is earlier) even if the “event” continues during this policy period.
- (2) Any “injury or damage” whether known or unknown, which is in the process of settlement, adjustment, or suit as of the inception date of this policy (or the retroactive date of this policy, if any, whichever is earlier).

“Injury or damage” which first occurs during this policy period includes any continuation, change or resumption of that “injury or damage” after the end of the policy period.

“Injury or damage” means “any injury or damage, covered in the ‘applicable underlying insurance’ arising from an ‘event.’”

None of the Plaintiff’s claimed property damages occurred during CIC’s policy period. The property damage claims, and losses to contents, personal property, and movables manifested well before the CIC policy period. As for any mental anguish claims that would qualify as bodily injuries under the Policy, the trigger date for those injuries under the policy occurred on the date of discovery of the property damage claims, which clearly occurred prior to CIC policy period. Even the ultimate revelation by MTCA that there were not enough insurance proceeds to rebuild the property at the April 4, 2023 meeting occurred after CIC policy period. Under no scenario did the Plaintiff’s damages occur during the CIC policy period.

### **1.Contentions/Summary of Facts BY: Greenwich Insurance Company:**

Greenwich issued a \$25 million Commercial Excess Follow Form and Umbrella Policy to Metairie Towers Condominium Association (the “Association”) effective January 1, 2021 to April 1, 2022 (the “Greenwich Policy”). Subject to its terms, the Greenwich Policy provides coverage in excess of an underlying primary commercial general liability (“CGL”) policy issued by The Burlington Insurance Company and in excess of an underlying directors and officers (“D&O”) liability policy issued by the Federal Insurance company.

There is no coverage available under the Greenwich Policy for Plaintiffs’ claims. First, with respect to excess CGL coverage, Plaintiffs’ claims are not afforded coverage because Plaintiffs do not allege a covered “occurrence” as that term is defined in the Greenwich Policy. The Association’s alleged actions were not fortuitous and arise from an alleged failure to follow the mandates of the articles of incorporation and bylaws, which are not “accidents” under Louisiana law. Plaintiffs’ claims also are not for “bodily injury” as that term is defined in the Greenwich Policy, because Plaintiffs do not allege any physical bodily injuries and mental anguish is specifically excepted from the definition of “bodily injury.” Additionally, the Asbestos exclusion, Impaired Property exclusion, and Damage to Property exclusion in the Greenwich Policy eliminate or limit any potential indemnity under the Greenwich Policy.

With respect to excess D&O coverage, Plaintiffs’ claims are not covered because no claim was made against the Association or reported to Greenwich in writing during the policy period. The September 24, 2021 notice that Assured Partners submitted to Federal was insufficient to trigger coverage under the Greenwich Policy, because the Greenwich Policy requires notice of an actual claim – not a potential claim – submitted in writing during its policy period. Additionally, because D&O coverage is not afforded for Plaintiffs’ claims under Federal’s policy, excess D&O coverage cannot be provided under the Greenwich Policy. This includes because no valid circumstance was reported during the policy period of the Federal policy and exclusions for claims involving mental and emotional distress and for claims arising from property damage apply to bar coverage.

### **1.Contentions/Summary of Facts BY: Federal Insurance Company:**

Federal Insurance Company (“Federal”) adopts and incorporates the contentions, defenses and positions set forth above by Metairie Towers Condominium Association, Inc. (“MTCA”) as well as Greenwich Insurance Company (“Greenwich”). In addition, Federal should not be liable for Plaintiffs’ allegations for additional, separate reasons. Although Federal issued a directors and

officers (D&O) policy and an excess commercial general liability policy (CGL) to MTCA, there is no coverage for Plaintiffs' claims under either policy.

Federal's D&O policy does not provide coverage because Plaintiffs' class action lawsuit against MTCA was filed in April 2023—well outside the applicable April 1, 2021 to May 31, 2022 policy period. Indeed, MTCA chose *not* to report any claim or provide any information to Federal about circumstances that could give rise to a claim during the policy period as required to comply with the policy's reporting requirements. Although MTCA's broker provided a generic form hinting of "potential allegations" for "reporting purposes only" against MTCA in September 2021, both MTCA and its broker confirmed that no actual claim (as defined in the Policy) had been made. Further, the form submitted by MTCA's broker did not describe those allegations in any detail, and when Federal requested more information about the "potential allegations," MTCA's president explicitly disclaimed that there were any allegations against MTCA. No further information was provided, or known, about any potential allegations—despite Federal's multiple requests for more information—and thus these "potential allegations" do nothing to trigger coverage under the plain terms of Federal's D&O policy.

What is more, Plaintiffs' claimed damages for property damage and emotional distress are expressly barred by two enforceable exclusions under Federal's D&O policy. First, because Plaintiffs assert a claim for mental anguish, coverage is precluded by an exclusion that applies "where all or part of such **Claim** is directly or indirectly based upon, arising from, in consequence of, or in any manner related to any . . . mental or emotional distress." Second, because Plaintiffs' claims are the result of property damage stemming from Hurricane Ida and a secondary water event, coverage is precluded by an exclusion that applies "to **Loss** on account of any **Claim** for any Property Damage."

Federal's excess CGL policy does not provide coverage for Plaintiffs' claims, either. Federal's excess CGL policy is a follow-form policy to a controlling underlying insurance policy issued by Greenwich Insurance Company ("Greenwich"), and Greenwich's policy is excess to a CGL policy issued by Burlington Insurance Company ("Burlington"). Federal's excess CGL policy provides coverage for "bodily injury" and "property damage," but only insofar as those losses were caused by an "occurrence" as defined in the Greenwich policy. Because plaintiffs have neither alleged, nor brought forth evidence, that any claimed losses were caused by an "occurrence" as that term is defined in the Greenwich policy, and interpreted under Louisiana jurisprudence, there is no

coverage under Federal's excess CGL Policy. What is more, Plaintiffs cannot show the existence of any covered damage that reach Federal's excess CGL policy layer, which is not triggered until Plaintiffs' prove over \$26 million in covered damage. Further, Federal's excess CGL Policy bars coverage for Plaintiffs' claims under the Asbestos exclusion, Impaired Property exclusion, and Damage to Property exclusion.

Lastly, Louisiana's comparative fault principles should apply to limit and/or foreclose Federal's liability to Plaintiffs given (i) other named defendants' fault (including but not limited to Assured Partners, GNO, and Strategic Claims), and (ii) the coverages afforded by other liability insurers.

**1. Contentions/Summary of Facts BY: Burlington Insurance Company:**

Burlington and its insureds, MTCA, the MTCA Board, the individual Board members, and GNO Property Management Company (hereinafter "the Burlington group") have reached a tentative settlement with the class and are working on preliminary approval of the settlement. Pending that settlement and in the event that the settlement fails or is not approved, the Burlington group adopts and incorporates Metairie Towers Condominium Association, Inc.'s summary of facts as if copied herein in extenso; reserves all rights, including, but not limited to, the right to contest all of the plaintiffs' and the class's claims; the right to assert all defenses, including, but not limited to, all defenses asserted in their respective answers, motions for summary judgment, and other pleadings; the right to call any and all witnesses previously identified by any member of the Burlington group; the right to present all exhibits previously identified by any member of the Burlington group; the right to use any document or other evidence previously produced by any member of the Burlington group; and the right to utilize any exhibit or witness used or identified by any other party to the litigation at any time

**2. Stipulations:**

To be agreed upon after resolution of coverage motions and approval or rejection of various preliminary settlements.

**3. Uncontested Facts:**

**Plaintiff's Proposed Uncontested Facts:**

- Ronald "Ron" Carter has served on the Board of Directors of the MTCA ("Board") since 2016 and as the president of the Board from January 21, 2021 to the present.
- Mr. Carter knew the contents of the MTCA's governing condominium documents,

including the Declaration of Condominium, and the Board's responsibilities and duties contained therein.

- The MTCA's Declaration of Condominium required that the Board obtain property insurance in the amount of replacement value of Metairie Towers, including the common elements and individual units.
- The Board had a duty to comply with the documents governing the MTCA.
- The Board had a responsibility and fiduciary duty to make sure that the building was adequately insured.
- At the time of Hurricane Ida on August 29, 2021 and the second water event of September 28, 2021, Metairie Towers was insured for only \$19,000,000.
- Prior to Hurricane Ida, Metairie Towers was appraised in 2017 at the request of the Board and an estimate was obtained of the replacement cost for insurance purposes.
- In 2017, the appraiser estimated the replacement cost of the building at \$33,057,281.
- Mr. Carter had no reason to disagree with the 2017 appraisal.
- The Board did not have the building appraised after 2017, nor did its insurance company or agent formally appraise the building.
- Despite the \$33,000,000 appraisal in 2017, the Board opted to insure Metairie Towers at \$19,000,000.
- Mr. Carter admitted that the replacement cost of Metairie Towers was at least \$39,000,000. Therefore, \$19,000,000 was not sufficient to replace Metairie Towers.
- Mr. Carter testified that in order to adequately insure Metairie Towers the Board needed to determine the replacement cost of the building. He further testified that they failed to do that.
- Mr. Carter testified that had the MTCA had enough insurance coverage, the MTCA could have repaired or rebuilt Metairie Towers and the unit owners would have had an opportunity to get back in their units.
- **Parties reserve their right to challenge the Uncontested Facts proposed by each of the parties**

**Proposed Uncontested Facts BY: Metairie Towers Condominium Association, Inc. (the "Condo Association") and GNO Property Management, LLC**

- Hurricane Ida struck on August 29, 2021 causing significant damage to the roof and other areas of Metairie Towers;
- A second Water Event Occurred on September 28, 2021 causing additional water damage to some units, new damage to other units and damage to the common

elements;

- GNO and Robert Phillips were not involved in the procurement of insurance prior to Hurricane Ida and the Second Water Event and are not liable for any negligence for plaintiffs' claims of failure to procure adequate property insurance coverage;
- The Board, through its contract with APRS, began mitigating the damages caused by Hurricane Ida before the Second Water Event;
- Anne Cannon and approximately 70 other class members have filed suit against MTCA, GNO and others for damages they allege were incurred by the Second Water event.
- Anne Cannon bought her unit in Metairie Towers as an investment property, never lived in Metairie Towers, never intended to live in Metairie Towers and did not have personal property in Metairie Towers.
- Anne Cannon has not sought treatment for mental anguish and has not taken medication for mental anguish.
- Ronald "Ron" Carter has served on the Board of Directors of the MTCA ("Board") since 2016 and as the president of the Board from January 21, 2021 to the present.
- Mr. Carter knew the contents of the MTCA's governing condominium documents, including the Declaration of Condominium.
- At the time of Hurricane Ida on August 29, 2021 and the second water event of September 28, 2021, Metairie Towers had insurance through a policy with Lloyd's, London in the amount of \$19,098,240.
- Prior to Hurricane Ida, Metairie Towers was appraised in 2017 at the request of Property One and two estimates were obtained for the replacement cost for insurance purposes.

**Proposed Uncontested Facts BY: Colony Insurance Company:**

- Ronald "Ron" Carter has served on the Board of Directors of the MTCA ("Board") since 2016 and as the president of the Board from January 21, 2021 to the present.
- Mr. Carter knew the contents of the MTCA's governing condominium documents, including the Declaration of Condominium, and the Board's responsibilities and duties contained therein.
- The MTCA's Declaration of Condominium required that the Board obtain property

insurance in the amount of replacement value of Metairie Towers, including the common elements and individual units.

- The Board had a duty to comply with the documents governing the MTCA.
- The Board had a responsibility and fiduciary duty to make sure that the building was adequately insured.
- At the time of Hurricane Ida on August 29, 2021 and the second water event of September 28, 2021, Metairie Towers was insured for only \$19,000,000.
- Prior to Hurricane Ida, Metairie Towers was appraised in 2017 at the request of the Board and an estimate was obtained of the replacement cost for insurance purposes.
- In 2017, the appraiser estimated the replacement cost of the building at \$33,057,281.
- Mr. Carter had no reason to disagree with the 2017 appraisal.
- The Board did not have the building appraised after 2017, nor did its insurance company or agent formally appraise the building.
- Despite the \$33,000,000 appraisal in 2017, the Board opted to insure Metairie Towers at \$19,000,000.
- Mr. Carter admitted that the replacement cost of Metairie Towers was at least \$39,000,000. Therefore, \$19,000,000 was not sufficient to replace Metairie Towers.
- Mr. Carter testified that in order to adequately insure Metairie Towers the Board needed to determine the replacement cost of the building. He further testified that they failed to do that.

**Proposed Uncontested Facts BY: Greenwich Insurance Company**

- Ronald “Ron” Carter has served on the Board of Directors of the MTCA (“Board”) since 2016 and as the president of the Board from January 21, 2021 to the present.
- Mr. Carter was familiar with the condominium declaration, articles and bylaws.
- At the time of Hurricane Ida on August 29, 2021 and the second water event of September 28, 2021, Metairie Towers had property insurance in the amount of \$19,000,000.
- Prior to Hurricane Ida, Metairie Towers was appraised in 2017 and an estimate was obtained of the replacement cost for insurance purposes.
- In 2017, the appraiser estimated the replacement cost of the building at \$33,057,281
- Mr. Carter had no reason to disagree with the 2017 appraisal.
- There are no known appraisals of the building after 2017.

- On April 4, 2023, the owners were given an accounting of the insurance proceeds and were for the first time informed that insurance proceeds would be insufficient to complete restoration and repair.
- Plaintiffs did not make any written demand for monetary damages or file a civil, administrative, or regulatory proceeding against the MTCA relating to Hurricane Ida from January 1, 2021, to April 1, 2022.
- Greenwich was not provided written notice of any claim relating to Hurricane Ida against MTCA from January 1, 2021, to April 1, 2022.

**Proposed Uncontested Facts BY: Federal Insurance Company**

- Ronald “Ron” Carter has served on the Board of Directors of the MTCA (“Board”) since 2016 and as the president of the Board from January 21, 2021 to the present.
- Mr. Carter was familiar with the condominium declaration, articles and bylaws.
- At the time of Hurricane Ida on August 29, 2021 and the second water event of September 28, 2021, Metairie Towers had property insurance in the amount of \$19,000,000.
- Prior to Hurricane Ida, Metairie Towers was appraised in 2017 and an estimate was obtained of the replacement cost for insurance purposes.
- In 2017, the appraiser estimated the replacement cost of the building at \$33,057,281
- Mr. Carter had no reason to disagree with the 2017 appraisal.
- There are no known appraisals of the building after 2017.
- On April 4, 2023, the owners were given an accounting of the insurance proceeds and were for the first time informed that insurance proceeds would be insufficient to complete restoration and repair.
- Plaintiffs did not make any written demand for monetary damages or file a civil, administrative, or regulatory proceeding against MTCA relating to Hurricane Ida from January 1, 2021 to May 31, 2022.
- Federal was not provided written notice of any civil, administrative, or regulatory proceeding against MTCA relating to Hurricane Ida from January 1, 2021 to May 31, 2022.

**4. Contested Issues of Facts:**

All other facts regarding liability, damages, and coverage are disputed.

5. **Uncontested Issues of Law:**

6. **Contested Issues of Law:**

**Proposed Contested Issues of Law BY: Plaintiffs:**

- Whether the insurance policies issued by Federal, Greenwich, and Colony provide coverage for the claims asserted by the Plaintiffs in the Class.
- Whether the Board and/or GNO committed negligence and complied with its general fiduciary duty, its obligations under the internal rules governing the MTCA, including the Declaration of Condominium, and the Louisiana Condominium Act.

**Parties reserve their right to challenge the Contested Issues of Law proposed by each of the parties**

**Proposed Contested Issues of Law BY: Metairie Towers Condominium Association, Inc. (the “Condo Association”) and GNO Property Management, LLC**

- Whether the class action should be maintained under Article 591 (A) of the Louisiana Code of Civil Procedure and all arguments included therein and made the basis of defendants’ Opposition to Class Certification and Appeal of Class Certification.
- Whether the MTCA’s Declaration of Condominium required that the Board obtain property insurance for the amount of Metairie Towers’ replacement value.
- Whether the MTCA’s Declaration of Condominium required that the Board to appoint a trustee and if so whether the trustee appointed by the board fulfilled the obligation.
- Whether the Board complied with the documents governing the MTCA.
- Whether the Board breached a fiduciary duty to make sure that the building was adequately insured.

**Proposed Contested Issues of Law BY: Greenwich Insurance Company:**

- Whether the class action should be maintained under Article 591 (A) of the Louisiana Code of Civil Procedure and all arguments included therein and made the basis of defendants’ Opposition to Class Certification and Appeal of Class Certification.
- Whether the MTCA’s Declaration of Condominium required that the Board obtain property insurance for the amount of Metairie Towers’ replacement value.
- Whether the MTCA’s Declaration of Condominium required that the Board to appoint trustee and if so whether the trustee appointed by the board fulfilled the obligation.
- Whether Plaintiffs’ claims are covered by the excess CGL coverage in the Greenwich Policy and, if so, to what extent.

- Whether Plaintiffs' claims are covered by the D&O coverage in the Greenwich Policy and, if so, to what extent.

**Proposed Contested Issues of Law BY: Federal Insurance Company:**

- Whether the class action should be maintained under Article 591 (A) of the Louisiana Code of Civil Procedure and all arguments included therein and made the basis of defendants' Opposition to Class Certification and Appeal of Class Certification.
- Whether the MTCA's Declaration of Condominium required that the Board obtain property insurance for the amount of Metairie Towers' replacement value.
- Whether the MTCA's Declaration of Condominium required that the Board to appoint a trustee and if so whether the trustee appointed by the board fulfilled the obligation.
- Whether Plaintiffs' claims are covered by Federal's excess CGL policy and, if so, to what extent.
- Whether Plaintiffs' claims are covered by Federal's D&O policy and, if so, to what extent.

**7. List of Fact Witnesses:**

**Plaintiffs' Witnesses:**

1. All unit owners, including but not limited to:
2. Tejas Godiwala, Unit Owner;
3. James Nader, Unit Owner;
4. Jay Zainey, Unit Owner;
5. William Farrington, Unit Owner;
6. Shane Boasberg, Unit Owner;
7. Sandra Chapman, Unit Owner;
8. Teresa Turpin, Unit Owner;
9. Cory Armand, Unit Owner;
10. Rebecca Hefler, Unit Owner;
11. Mary Deblanc, Unit Owner;
12. Drake Sloss, Unit Owner;
13. Peter Breslin, Unit Owner;
14. Avra O'Dwyer, Unit Owner;
15. Anne Cannon, Unit Owner; and
16. Juliette Bellau, Unit Owner;

17. James Barkate/Southern Abstracts
18. Dean Duplantier, Construction/Architect Expert
19. Justin Baldwin, Appraiser
20. Holly Sharp, Forensic Accountant
21. Rich Lyon, Public Adjusting Expert
22. Thomas Judson/CMCA, AMS, LSM, PCAM, MBA
23. Victoria Goldstein
24. Phillip Grandchamp – SCC Adjuster
25. Ellyn Meier
26. Jennifer Fagan
27. Betty Miles
28. Anne Babst
29. Mary Zahn
30. Carolyn Diaz
31. Ronald Carter
32. Michael Crew
33. Brandon Lewis
34. Micheal Fried
35. John Glover
36. Tina Clement
37. Max Gruenig
38. Jamie Houston
39. Robert Phillips
40. Kelley Purdie
41. Chris Howze
42. David Schoedl
43. Chad Thompson
44. Christian Generes, Landis Construction
45. Jason Randle, Civil Engineer
46. Brendan Merk, Environmental Expert
47. Justin Holcomb, Environmental

48. Arnie Connell, Connell Engineering, USB CG representative
49. Representative of Pivotal Engineering
50. Representative of Keystone Engineers
51. Corporate Representative of Assured Partners
52. Cynthia Bologna
53. Any counsel that represented Metairie Towers in conjunction with any damage claims associated with Hurricane Ida and the September 28 flood event;
54. Representative of APRS
55. Jason Houpp
56. Richard Albert of Albert Architect
57. Bush Benton of Stegal, Benton, Melancon & Associates, LLC
58. Representative of Property One, including Paul Dastague
59. Steven Schrieffer / President of Atlas Blowpipe & Sheet Metal Works, Inc.
60. Susan E. Brown/Brown Forensic Accounting, APAC
61. Mark P. Donegan or Michael Donegan of D&D Investigative Services, Inc.
62. Representatives of any and all insurance companies who provided insurance to any past or present owners of the property;
63. Any and all companies that provided bids to the board of Metairie Towers regarding remediation, renovation, or rebuild;
64. Any and all persons who may have witnessed the incident or any events preceding or following the incident;
65. Any and all persons or representatives of entities who have appraised or inspected the subject property;
66. Any and all persons who were involved in the purchase or sale of the property;
67. Any and all persons deposed in this matter, or other like matters, with relevant information to this incident;
68. Any and all treating physicians or medical providers of unit owners and/or putative plaintiffs;
69. Any and all persons giving any statements regarding the incident made the subject matter of this litigation;
70. Any witness necessary to verify the authenticity of any documents sought to be introduced into evidence;
71. Any witness who may be listed or called by any other party to this litigation;
72. Rebuttal witnesses not listed herein, but Plaintiff reserves the right to call unlisted witnesses in the rebuttal portion of this case;
73. Any witness needed for impeachment purposes;
74. Any witness learned throughout discovery; and

75. Any witness listed by any other party.

**Defendants' Witnesses:**

**Metairie Towers Condominium Association, Inc. (the "Condo Association") and GNO Property Management, LLC**

1. All unit owners, including but not limited to: Avra O'Dwyer, Anne Cannon, Ashton O'Dwyer and Juliette Bellau;
2. Ron Carter;
3. Ellyn Meier;
4. Anne Babst;
5. Carolyn Diaz;
6. Jennifer Fagan;
7. Denise Kuhn;
8. P.J. Martinez;
9. Robert Phillips;
10. Michael Crew;
11. Brandon Lewis;
12. Phillip Grandchamp;
13. Michael Fried
14. Michael Crew;
15. Jason Houpp;
16. Jack Whitehead;
17. Max Gruenig or other representative of Assured Partners;
18. John Glover or other representative of Assured Partners;
19. Jeff Bergman;
20. Tina Clement;
21. Bart Kelly;
22. Cynthia Bologna;
23. Any and all current and former Board members;
24. Paul Dastugue or other representative of Property One;
25. Bush Benton of Stegal, Benton, Melancon & Associates, LLC
26. Ricky Simon or other representative of Terracon;
27. Michael Truax;

28. Shaun McCarthy;
29. A representative of Lloyd's, London;
30. Any witness listed or called by any party;
31. Any witness needed for rebuttal purposes;
32. Any witness needed for impeachment purposes;
33. Any witness identified through discovery.

**Colony Insurance Company:**

1. All unit owners, including but not limited to: Avra O'Dwyer, Anne Cannon, Ashton O'Dwyer and Juliette Bellau;
2. Ron Carter;
3. Ellyn Meier;
4. Anne Babst;
5. Carolyn Diaz;
6. Jennifer Fagan;
7. Denise Kuhn;
8. P.J. Martinez;
9. Robert Phillips;
10. Michael Crew;
11. Brandon Lewis;
12. Phillip Grandchamp;
13. Michael Fried
14. Michael Crew;
15. Jason Houpp;
16. Jack Whitehead;
17. Max Gruenig or other representative of Assured Partners;
18. John Glover or other representative of Assured Partners;
19. Jeff Bergman;
20. Tina Clement;
21. Paul Dastugue or other representative of Property One;
22. Bush Benton of Stegal, Benton, Melancon & Associates, LLC
23. Ricky Simon or other representative of Terracon;

24. Michael Truax;
25. Shaun McCarthy;
26. A representative of Lloyd's, London;
27. Any witness listed or called by any party;
28. Any witness needed for rebuttal purposes;
29. Any witness needed for impeachment purposes;
30. Any witness identified through discovery.

**Greenwich Insurance Company:**

1. Representative of Greenwich Insurance Company;
2. Representative of Federal Insurance Company;
3. Representative of Assured Partners;
4. Garrett Anderson;
5. Ron Carter;
6. Any and all persons giving any statements regarding the subject matter of this litigation;
7. Any witness necessary to verify the authenticity of any documents sought to be introduced into evidence;
8. Any witness listed or called by any other party to this litigation;
9. Any witness needed for rebuttal purposes;
10. Any witness needed for impeachment purposes;
11. Any witness learned throughout discovery; and
12. Any witness, expert or lay, listed or called by any other party, including witnesses listed/identified by any party that settled prior to the trial of this matter.

**Federal Insurance Company:**

1. Representative of Greenwich Insurance Company;
2. Representative of Federal Insurance Company;
3. Representative of Assured Partners;
4. John Glover;
5. Max Gruenig;
6. Garrett Anderson;
7. Ron Carter;
8. A representative of Strategic Claims;
9. Any and all persons giving any statements regarding the subject matter of this litigation;

10. Any witness necessary to verify the authenticity of any documents sought to be introduced into evidence;
11. Any witness listed or called by any other party to this litigation;
12. Any witness needed for rebuttal purposes;
13. Any witness needed for impeachment purposes;
14. Any witness learned throughout discovery; and
15. Any witness, expert or lay, listed or called by any other party, including witnesses listed/identified by any party that settled prior to the trial of this matter.

**8. List of Expert Witnesses:**

**Plaintiff Expert Witnesses:**

Thomas Judson– LIVE testimony  
Justin Baldwin – LIVE testimony  
Rich Lyons – LIVE testimony  
Dean Duplantier - LIVE testimony  
Holly Sharp - LIVE testimony

**Defendant Expert Witnesses:**

**Metairie Towers Condominium Association, Inc. (the “Condo Association”) and GNO Property Management, LLC**

Robert Phillips– LIVE testimony  
Michael Crew – LIVE testimony  
Ricky Simon – LIVE testimony  
Michael Truax - LIVE testimony  
Shaun McCarthy - LIVE testimony  
Ralph Litolff – LIVE testimony

**Colony Insurance Company**

Michael Crew—Live Testimony  
Ricky Simon—Live Testimony  
Michael Truax—Live Testimony  
Shaun McCarthy—Live Testimony  
Ralph Litolff—Live Testimony

**9. Exhibits:**

**Plaintiffs may introduce the following exhibits at the trial of this matter:**

- a) Condominium Documents;
- b) Any and all Minutes of the Meeting as prepared by MTCA or any authorized person thereto;
- c) Any and all appraisals prepared in reference to 401 Metairie Road;
- d) Any and all documents as prepared or presented by Strategic Claim Consultants;
- e) Any and all documents as prepared or presented by MTCA;
- f) Any and all documents as prepared or presented by GNO Property Management;
- g) Any and all documents of Property One as it relates to 401 Metairie Road;

- h) Any and all insurance policies in effect for the time period related to the subject matter of this suit, inclusive of any excess policies, D&O, CGL, etc.
- i) Any and all reports and information relied upon by James Barakte;
- j) Any and reports and information relied upon by Tom Judson;
- k) Any and all documents prepared or produced by Albert Architect;
- l) Any and all documents or policies produced by Assured Partners;
- m) Any and all documents produced by Atlas;
- n) Any and all documents produced by Brown Forensic;
- o) Any and all documents produced by Bush Benton;
- p) Any and all documents produced by Certain Underwriters, Lloyd's;
- q) Any and all documents produced by D&D Investigation;
- r) Any and all documents produced by Southern Abstracts;
- s) Any and all documents produced by Grown Environmental;
- t) Any and all documents produced by the Louisiana Department of Insurance;
- u) Any and all documents produced by Broadmoor;
- v) Any and all videos as produced by Ted Baldwin;
- w) Any and all documents produced by any Defendant to this action;
- x) Any and all photographs of property before/after Hurricane Ida and/or the second water event of September 28, 2021;
- y) Any and all videos of the incident;
- z) Any and all photographs and/or diagrams and the position of the location wherein the incident occurred;
- aa) Any and all depositions taken and exhibits thereto;
- bb) Any and all discovery propounded and the responses thereto;
- cc) Any and all investigative reports;
- dd) Any and all exhibits listed and/or introduced by any other party.
- ee) Any and all depositions taken and exhibits thereto in this matter;
- ff) Any and all discovery propounded and the responses thereto in this matter;
- gg) Any and all documentation previously produced in response to discovery requests in this matter;

hh) Any and all documentation previously disclosed by a deponent during a deposition in this matter hereto;

ii) Any and all investigative reports; and

jj) Any exhibits listed and/or introduced by any other party.

**Defendants may introduce the following exhibits:**

**Metairie Towers Condominium Association, Inc. (the “Condo Association”) and GNO Property Management, LLC**

**MTCA and GNO may introduce the following exhibits at the trial of this matter:**

a) Condominium Documents;

b) Any and all Minutes of Meetings conducted by MTCA;

c) Any and all appraisals prepared in reference to 401 Metairie Road;

d) Any and all insurance claim documents of Anne Cannon or any other member of the class;

e) Any and all presentations by MTCA following Hurricane Ida;

f) Any and all presentations to MTCA regarding insurance prior to Hurricane Ida;

g) Any and all insurance policies in effect insuring MTCA and/or GNO for the time period related to the subject matter of this suit, inclusive of any excess policies, D&O and CGL policies;

h) Any and all reports and information relied upon by Mike Crew;

i) Any and reports and information relied upon by Michael Truax;

j) Any and reports and information relied upon by any other expert;

k) Any and all documents produced or provided by Terracon;

l) Any and all documents or moisture mapping generated by Strategic following both Hurricane Ida and the Second Water Event;

m) Any and all pleadings generated regarding the Second Water Event Lawsuits, including but not limited to all actions consolidated in the action entitled “*Bright Tower View, LLC v. Progressive Property Insurance Company, et al*” 24<sup>th</sup> JDC No. 832-244, Div. G.;

n) Any and all discovery generated regarding the Second Water Event Lawsuits, including but not limited to all actions consolidated in the action entitled “*Bright Tower View, LLC v. Progressive Property Insurance Company, et al*” 24<sup>th</sup> JDC No. 832-244, Div. G;

o) Any and all insurance documents from claims made by any class member for damages from Hurricane Ida and/or the Second Water Event;

p) Any and all sale documents for any unit in Metairie Towers;

- q) Any and all documents generated in conjunction with the Partition Sale;
- r) Any and all documents produced by any Defendant to this action;
- s) Any and all documents produced by any Plaintiffs to this action
- t) Any and all photographs of Metairie Towers, the common areas or any individual unit therein taken before or after Hurricane Ida and before or after the Second Water Event;
- u) Any and all videos of Metairie Towers, the common areas or any individual unit therein taken before or after Hurricane Ida and before or after the Second Water Event;
- v) Any and all photographs diagrams;
- w) Any and all repair estimates or invoices;
- x) Any and all depositions taken and exhibits thereto;
- y) Any and all discovery propounded and the responses thereto;
- z) Any and all investigative reports;
- aa) Any and all exhibits listed and/or introduced by any other party.
- bb) Any and all documentation previously produced in response to discovery requests or subpoenas in this matter;
- cc) Any and all documentation previously disclosed by a deponent during a deposition in this matter hereto;

**Colony Insurance Company:**

**Colony Insurance Company may introduce the following exhibits at the trial of this matter:**

- a) Certified copy of CIC Commercial General Liability Policy No. 600 GL 0208751-00;
- b) Certified copy of CIC Excess Policy No. AR4239054;
- c) Condominium Documents;
- d) Any and all Minutes of Meetings conducted by MTCA;
- e) Any and all appraisals prepared in reference to 401 Metairie Road;
- f) Any and all insurance claim documents of Anne Cannon or any other member of the class;
- g) Any and all presentations by MTCA following Hurricane Ida;
- h) Any and all presentations to MTCA regarding insurance prior to Hurricane Ida;
- i) Any and all insurance policies in effect insuring MTCA and/or GNO for the time period related to the subject matter of this suit, inclusive of any excess policies, D&O and CGL policies;
- j) Any and all reports and information relied upon by Mike Crew;

- k) Any and reports and information relied upon by Michael Truax;
- l) Any and reports and information relied upon by any other expert;
- m) Any and all documents produced or provided by Terracon;
- n) Any and all documents or moisture mapping generated by Strategic following both Hurricane Ida and the Second Water Event;
- o) Any and all pleadings generated regarding the Second Water Event Lawsuits, including but not limited to all actions consolidated in the action entitled “*Bright Tower View, LLC v. Progressive Property Insurance Company, et al*” 24<sup>th</sup> JDC No. 832-244, Div. G.;
- p) Any and all discovery generated regarding the Second Water Event Lawsuits, including but not limited to all actions consolidated in the action entitled “*Bright Tower View, LLC v. Progressive Property Insurance Company, et al*” 24<sup>th</sup> JDC No. 832-244, Div. G.;
- q) Any and all insurance documents from claims made by any class member for damages from Hurricane Ida and/or the Second Water Event;
- r) Any and all sale documents for any unit in Metairie Towers;
- s) Any and all documents generated in conjunction with the Partition Sale;
- t) Any and all documents produced by any Defendant to this action;
- u) Any and all documents produced by any Plaintiffs to this action
- v) Any and all photographs of Metairie Towers, the common areas or any individual unit therein taken before or after Hurricane Ida and before or after the Second Water Event;
- w) Any and all videos of Metairie Towers, the common areas or any individual unit therein taken before or after Hurricane Ida and before or after the Second Water Event;
- x) Any and all photographs diagrams;
- y) Any and all repair estimates or invoices;
- z) Any and all depositions taken and exhibits thereto;
- aa) Any and all discovery propounded and the responses thereto;
- bb) Any and all investigative reports;
- cc) Any and all exhibits listed and/or introduced by any other party.
- dd) Any and all documentation previously produced in response to discovery requests or subpoenas in this matter;
- ee) Any and all documentation previously disclosed by a deponent during a deposition in this matter hereto.

**Greenwich Insurance Company:**

**Greenwich Insurance Company may introduce the following exhibits at the trial of this matter:**

- Any and all insurance policies issued to MTCA in effect for the time period related to the subject matter of this suit, including but not limited to policies issued by The Burlington Insurance Company, Federal, and Greenwich;
- Any and all documents produced by any Defendant to this action;
- Any and all documents produced by any Plaintiff to this action;
- Any and all documents produced by Assured Partners;
- Any and all depositions taken and exhibits thereto;
- Any and all discovery propounded and responses thereto; and
- Any and all exhibits listed, introduced, or produced by any other party, including any party that has settled prior to trial.

**Greenwich Insurance Company:**

**Federal Insurance Company may introduce the following exhibits at the trial of this matter:**

1. Any and all insurance policies issued to MTCA in effect for the time period related to the subject matter of this suit, including but not limited to the policies issued by Burlington Insurance Company, Federal, and Greenwich;
2. Federal D&O Policy (Federal-AVMI\_000075-000139)
3. Notice of Occurrence Form (Federal-AVMI\_000801-000804)
4. Assured Partners depo transcript Exhibit 5 (AP 000132-000136)
5. Affidavit & 22.06.13 Email to Carter (Federal-AVMI\_000808-000812)
6. Federal CGL Policy (Federal-AVMI\_000001-000040)
7. Correspondence between Federal Insurance Company and Metairie Towers Condominium Association Board and individual members regarding coverage;
8. Correspondence between Federal Insurance Company and Assured Partners regarding notice of claim
9. Any and all documents produced by any Defendant to this action;
10. Any and all documents produced by any Plaintiff to this action;
11. Any and all documents produced by Assured Partners;
12. Any and all depositions taken and exhibits thereto;
13. Any and all discovery propounded and responses thereto; and
14. Any and all exhibits listed, introduced, or produced by any other party, including any party

that has settled prior to trial.

Respectfully submitted,



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**-AND-**

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*Counsel for Defendant,  
The Burlington Insurance Company*

**CERTIFICATE OF SERVICE**

I hereby certify that I have on the 15th day of August 2025 served a copy of the foregoing pleading on all known counsel for all parties to this proceeding, by emailing, faxing, or mailing same by United States mail, properly addressed and first-class postage prepaid.



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**GEORGE B. RECILE**