24th 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

FILED
OCT 06 2025
DEPUTY CLERK

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, ACE PROPERTY AND CASUALTY INSURANCE COMPANY, HARCO NATIONAL INSURANCE COMPANY, AND INTERNATIONAL FIDELITY INSURANCE COMPANY

FILED:_____ _____
DEPUTY CLERK

FINAL APPROVAL ORDER AND JUDGMENT

NOW, BEFORE THIS COURT, is Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlements ("Motion"). The Court has reviewed the Motion, and having held a Final Approval Hearing on October 6, 2025 and considered all matters submitted to it at the Final Approval Hearing, this Court grants the Motion and concludes that the separate Settlements with defendants Scottsdale Insurance Company ("Scottsdale"), with Evanston Insurance Company ("Evanston"), and with Interstate Fire & Casualty Company ("IFCC") are fair, reasonable, and adequate.

IT IS HEREBY ORDERED THAT:

1. The Settlement Agreements and the definition of words and terms contained therein are incorporated by reference in this Order. The terms of this Court's August 18, 2025 Preliminary Approval Order are also incorporated by reference in this Order.

2. This Court has jurisdiction over the subject matter of the Action and over the Parties, including all members of the Class previously certified in this Court's July 31, 2025 Judgment.

3. The Court hereby finds that the Settlement Agreements are the product of arm's-length settlement negotiations between the Plaintiffs and Class Counsel, Scottsdale and its counsel, Evanston and its counsel, and IFCC and its counsel.

4. The Court hereby finds and concludes that Notice was disseminated to members of the Settlement Class in accordance with this Court's Preliminary Approval Order.

5. The Court further finds and concludes that the Notice fully satisfies the requirements of La. C.C.P. Art. 592(B)(1) and 594(A)(2), and the requirements of due process, was the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and supports the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreements and this Order.

6. The Court hereby finally approves the Settlement Agreements and the Settlements contemplated thereby, and finds that the terms constitute, in all respects, fair, reasonable, and adequate settlements as to all Settlement Class Members, and directs their consummation pursuant to their terms and conditions. Each Settlement Class Member who has not submitted a valid request to opt out of the Settlements is hereby bound by the Settlement Agreements.

7. The Court hereby finds that the Settlement Class Members have been adequately represented by the Class Representative and Class Counsel.

8. This Court hereby dismisses, with prejudice and without leave to amend and without costs to any party, all claims in the Action against Scottsdale, Evanston and IFCC by Plaintiffs and the Settlement Class Members.

9. The Court also hereby dismisses, with prejudice, Plaintiffs' and Settlement Class Members' uninsured claims against GNO Property Management, LLC ("GNO"), Metairie Towers Condominium Association ("MTCA"), and MTCA's Board of Directors (collectively, the "MTCA"), reserving all other rights and claims against GNO and the MTCA to the extent of any available insurance providing coverage to GNO and the MTCA for claims available in this Action. Under the terms of the Settlement Agreements and this Order, GNO and the MTCA are not being dismissed as defendants herein, but will remain in this litigation only as nominal defendants consistent with *Gasquet v. Commercial Union Ins. Co.*, 391 So.2d 466 (La. App. 4 Cir. 1980), and its progeny.

Plaintiffs and Settlement Class Members rights as to any claims not raised in this Action related to the "second water event" occurring on or about September 28, 2021, that Plaintiffs may have and that are the subject of other litigation, including but not limited to the consolidated litigation entitled *Bright Tower View, LLC v. Progressive Property Insurance Company, et al;* 24th JDC for the Parish of Jefferson; 832-244 Div. "G" are hereby reserved as set forth in the parties' Settlement Agreements.

10. Plaintiffs and each and every one of the Settlement Class Members, as well as their respective assigns, heirs, executors, administrators, successors, representatives, agents, partners, and attorneys fully, finally and forever release, relinquish and discharge all Released Claims as against all Released Parties as set forth in the Settlement Agreements. The Released Claims specifically extend to claims that Plaintiffs and Settlement Class Members do not know or suspect to exist in their favor at the time that the Settlement Agreements and the Releases contained therein becomes effective. These Releases shall be interpreted to the fullest extent of res judicata and/or collateral estoppel principles. In addition, any rights of the Plaintiffs and each and every one of the Settlement Class Members to the protections afforded under Section 1542 of the California Civil Code and/or any other similar, comparable, or equivalent laws, are terminated.

11. Plaintiffs and each and every Settlement Class Member, as well as their respective assigns, heirs, executors, administrators, successors, representatives, agents, partners, and attorneys are hereby permanently barred and enjoined, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the Settlement as provided herein) in which any of the Released Claims is asserted. This permanent bar and injunction is necessary to protect and effectuate the Settlement Agreements, this Order, and this Court's authority to effectuate the Settlement Agreements, and is ordered in aid of this Court's jurisdiction and to protect its judgments.

12. The Settlement Agreements (including, without limitation, their exhibits), and any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation or principle of common law or equity, of any liability or wrongdoing, by Scottsdale, Evanston or IFCC, or of the truth of any of the claims asserted by Plaintiffs in the Action. Further, the Settlement Agreements and any and all negotiations, documents, and discussions associated with

them, will not be deemed or construed to be an admission by Scottsdale, Evanston or IFCC that the Action is properly brought on a class or representative basis, or that classes may be certified for any purpose. To this end, the settlement of the Action, the negotiation and execution of the Settlement Agreements, and all acts performed or documents executed pursuant to or related to the Settlement Agreements: (i) are not and will not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Scottsdale, Evanston or IFCC or of the truth of any of the allegations in the Action; (ii) are not and will not be deemed to be, and may not be used as an admission or evidence of any fault or omission on the part of Scottsdale, Evanston or IFCC in any civil, criminal, or administrative proceeding in any court, arbitration forum, administrative agency, or other tribunal; and, (iii) are not and will not be deemed to be and may not be used as an admission of the appropriateness of these or similar claims for class certification. Further, evidence relating to the Settlement Agreements shall not be discoverable or used, directly or indirectly, in any way, whether in the Action or in any other action or proceeding, except for purposes of enforcing the terms and conditions of the Settlement Agreements, the Preliminary Approval Order, and/or this Order.

13. If for any reason any of the Settlement Agreements terminates, the Parties to that terminated Settlement Agreement shall return to the status quo ante in the Action, without prejudice to the right of any of the Parties to assert any right or position that could have been asserted if the terminated Settlement Agreement had never been reached or proposed to the Court.

14. In the event that any provision of the Settlement Agreements or this Order is asserted by Scottsdale, Evanston or IFCC as a defense in whole or in part (including, without limitation, as a basis for a stay) in any other suit, action, or proceeding brought by a Settlement Class Member or any person actually or purportedly acting on behalf of any Settlement Class Member(s), that suit, action or other proceeding shall be immediately stayed and enjoined until this Court or the court or tribunal in which the claim is pending has determined any issues related to such defense or assertion. Solely for purposes of such suit, action, or other proceeding, to the fullest extent they may effectively do so under applicable law, the Parties irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the Court, or that the Court is, in any way, an improper venue or an inconvenient forum. These provisions are necessary to protect the Settlement Agreements, this Order and this Court's authority to effectuate the Settlement Agreements, and are ordered in

aid of this Court's jurisdiction and to protect its judgment.

15. Any disbursements from the Settlement Funds, whether payments to Settlement Class Members or for attorneys' fees, expenses or any other costs or awards, shall only be made after approval by the Court.

16. Incentive Award; Two Thousand, Five Hundred Dollars ($2,500.00) shall be set aside from the First Partial Settlement Fund for an Incentive Award to Class Representative Anne Cannon who provided and continues to provide meaningful participation in this Action.

17. Common Benefit Attorney's Fees: The ruling on Plaintiffs' Class Counsel's Request for Common Benefit Attorneys' Fees is hereby deferred until November 21, 2025 or at a date as set by the Court.

18. Class Counsel Common Benefit Expenses: The ruling on Plaintiffs' Class Counsel's Request for Common Benefit Expenses is deferred until November 21, 2025 or at a date as set by the Court.

19. Only one objection to the Settlements was received from Ashton O'Dwyer. The Court has considered the objection and hereby finds that the objection is without merit and accordingly, the objection is overruled and denied.

20. The Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of the Settlement Agreements.

Gretna, Louisiana, this 6th day of October, 2025.

JUDGE
Judge Donald L. Foret