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

METAIRIE TOWERS CONDOMINIUM ASSOCIATION, INC., ET AL

FILED ______________________ ______________________ **DEPUTY CLERK**

PLAINTIFFS' CLASS COUNSEL'S MOTION FOR AN AWARD OF COMMON BENEFIT ATTORNEYS' FEES AND REIMBURSEMENT OF COMMON BENEFIT EXPENSES

NOW COME, Class Counsel for Plaintiffs and respectfully moves this Court for an order granting Class Counsel's Motion for an Award of Common Benefit Attorneys' Fees and Reimbursement of Common Benefit Expenses for the reasons more fully set forth in the Memorandum in Support.

Respectfully submitted:

O'BELL LAW FIRM, LLC

BY: ______________________
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Metairie, Louisiana 70002
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-AND-

CHEHARDY, SHERMAN, WILLIAMS, RECILE & HAYES
GEORGE B. RECILE, Bar No.: 11414
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-AND

KIRKENDALL DWYER, L.L.P.
KEVIN O. LARMANN, Bar No.:24516
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Metairie, Louisiana 70001
Telephone: (504) 231-9513
Facsimile: (504) 533-9799
E-Mail: klarmann@kirkendalldwyer.com
Plaintiffs' Class Counsel

CERTIFICATE OF SERVICE

I do hereby certify that I have on this the 29th day of September 2025, served a copy of the foregoing pleadings on counsel for all parties by:

( )	Hand Delivery	( )	Prepaid U.S. Mail
( )	Facsimile	(X)	Electronic Mail

ERIC J. O'BELL

24th JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 839-979 DIVISION "H"

ANNE CANNON, INDIVIDUALLY,
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VERSUS

METAIRIE TOWERS CONDOMINIUM ASSOCIATION, INC., ET AL

FILED:______________________________ ______________________________
DEPUTY CLERK

PLAINTIFFS CLASS COUNSEL'S MEMORANDUM IN SUPPORT FOR AN AWARD OF ATTORNEYS' FEES AND REIMBURSEMENT OF COMMON BENEFIT EXPENSES

I. INTRODUCTION:

Class Counsel for the Representative Plaintiff, **ANNE CANNON, INDIVIDUALLY AND ON BEHALF OF ALL SIMILARLY SITUATED**, hereinafter "Class Counsel" hereby submit this Memorandum in Support of their request that this Honorable Court approve an award of common benefit attorneys' fees and reimbursement of Plaintiffs' Class Counsel's common benefit expenses as well as administrative costs necessary to provide notice to and administer the distribution of settlement funds. After more than two years of highly contested litigation, Class Counsel reached a proposed partial class action settlement with three (3) of the Defendant Insurers in the litigation, including, Interstate Fire & Casualty Company, ("IFCC"), Evanston Insurance Company ("Evanston"), Scottsdale Insurance Company, ("Scottsdale"), collectively referred to herein as "Settling Defendants."

This litigation has been rigorously prosecuted by Court Appointed Class Counsel, George B. Recile, Kevin O. Larmann, Eric J. O'Bell and Shannon Frese. ("hereinafter "Class Counsel") on behalf of the Representative Plaintiffs and the Certified Class. Class Counsel has now achieved a partial class settlement with the Settling Defendants listed above which will provide significant monetary benefits for the Class. The Settling Defendants have agreed to a Court Approved Settlement Fund in the amount of $650,000.00, from which Class Counsel intends to apply for the reimbursement of common benefit expenses and an attorney fee award of common benefit attorneys' fees in the amount of 33.33 percent. As the Court is aware, Class Counsel continues working to finalize a second and final settlement with the remaining insurers for the defendants and the filing of a second Motion for Preliminary Approval of Proposed Final Class Settlement is expected shortly. Therefore, in the interests of judicial economy, and considering that a second and final proposed class settlement is imminent, Class Counsel respectfully request the Court defer the ruling and award of attorneys' fees and reimbursement of common benefit expenses. Class Counsel respectfully suggests the hearing on Common Benefit Attorney's Fees and Reimbursement of Common Benefit Expenses be deferred until the second Fairness Hearing which is anticipated to take place on November 21, 2025, or on a date the Court so designates.

II. CLASS COUNSEL'S REQUEST FOR COMMON BENEIFT ATTORNEYS' FEES IS REASONABLE AND SHOULD BE APPROVED

Pursuant to the Court's August 18, 2025 Order Granting Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and attached hereto as Exhibit 1, and in advance of the Common Benefit Fee and Expense Hearing, Class Counsel respectfully request an award of attorneys' fees of thirty three and one third (33.33%) percent of the total settlement fund with Defendants, and reimbursement of their common benefit litigation expenses incurred to date and as attested to in the attached Declarations submitted by Class Counsel.

Class Counsel's fee request satisfies all applicable legal standards. The Supreme Court has "recognized consistently that ... a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole." *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980). *See also Boone v. City of Phila.*, 668 F. Supp. 2d 693, 713 (E.D. Pa. 2009). It is well established that when a representative party has conferred a substantial benefit upon a class, counsel is entitled to attorneys' fees based upon the benefit obtained. *Boeing Co. v. Van Gernert*, 444 U.S. 472, 478 (1980). In cases such as this, where a common settlement fund is established, courts have recognized that the appropriate fee awards encourage redress for wrongs caused to entire classes of persons, and deter future misconduct of a similar nature. *See*, e.g., *Mashburn v. Nat'l Healthcare, Inc.*, 684 F. Supp. 660, 687 (M.D. Ala. 1988).

Under these standards, Class Counsel's request for attorneys' fees of 33.33% of the eventual Gross Settlement Fund, in light of the successful prosecution of this complex litigation on a purely contingent basis, is reasonable and appropriate. Moreover, the Settlement will provide substantial and significant benefits to all eligible Class Members who complete and timely submit a Proof of Claim Form, along with supporting documentation.

From inception of litigation to date of this filing Class Counsel has now expended over 3,850 hours dedicated to investigating, litigating and achieving the first proposed Partial Class Settlement. This number will only increase as Class Counsel continue to work towards achieving a second and final Class Settlement. The common benefit hours and expenses to date are reflected in the attached Affidavit of George B. Recile, (Exhibit "2"); and Declarations of Kevin Larmann and Shannon Freese (Exhibit "3") and Eric J. O'Bell (Exhibit "4").

Class Counsel therefore respectfully requests the Court defer the granting Class Counsel's Motion for an Award of Common Benefit Attorneys' Fees and Reimbursement of Common Benefit Expenses for their past and continuing efforts until the anticipated second and final Fairness Hearing.

Respectfully submitted:

O'BELL LAW FIRM, LLC

BY: ______________________________
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-AND

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E-Mail: klarmann@kirkendalldwyer.com

Plaintiffs' Class Counsel

CERTIFICATE OF SERVICE

I do hereby certify that I have on this the 29th day of September 2025, served a copy of the foregoing pleadings on counsel for all parties by:

( )	Hand Delivery	( )	Prepaid U.S. Mail
( )	Facsimile	(X)	Electronic Mail

____
ERIC J. O'BELL

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

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

[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

NOW, BEFORE THIS COURT, is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion"). The Court has reviewed the Motion and Settlement Agreements between Plaintiff Anne Cannon, individually and as class representative ("Plaintiffs") and Defendants Scottsdale Insurance Company ("Scottsdale"), Evanston Insurance Company, "Evanston") and Interstate Fire & Casualty Company ("IFCC"). The proposed Settlement Agreements involve a Settlement Class consisting of members of the Class previously certified by this Court in its July 31, 2024 Judgment, and represented by Class Counsel and the Class Representative appointed by the Court in that Judgment.

The Settlement Agreements address and resolve the Plaintiffs' and Settlement Class Members' claims against Scottsdale, Evanston and IFCC and any uninsured claims against GNO Property Management, LLC ("GNO"), Metairie Towers Condominium Association ("MTCA"), and MTCA's Board of Directors (collectively, the "MTCA"). The Settlement Agreements do not address or resolve the Plaintiffs' and Settlement Class Members' claims against any other defendant or insurer. After reviewing Plaintiffs' request for preliminary approval, this Court grants the Motion and preliminarily concludes that the proposed Settlement is 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.

2. The Settlement Agreements are fair, reasonable, and adequate, and within the reasonable range of possible final approval, subject to further consideration at the Final Approval Hearing described below.

3. The Court approves, as to form and content, the Notices as presented during the August 12, 2025 status conference, and finds that the Notice plan meets the requirements of La. C.C.P. Art. 592(B)(1) and 594(A)(2), and due process, and is the best notice practicable under the circumstances, and shall constitute due and efficient notice to all persons or entities entitled to notice.

4. A Final Approval Hearing shall be held before the Court on October 6, 2025 at 8:00 a.m. for the following purposes:

   a. To determine whether the proposed Settlement is fair, reasonable, and adequate to the Settlement Class and should be approved by the Court;

   b. To determine whether the Notice plan as conducted was appropriate;

   c. To address any timely objections to the Settlement;

   d. To rule upon such other matters as the Court may deem appropriate.

5. The Court also shall hold a hearing for the approval of Plaintiffs Class Counsel's Common Benefit Fees and Reimbursement of Common Benefit Expenses on October 6, 2025 following the Final Approval Hearing.

No later than seven (7) days prior to the Final Approval Hearing, Class Counsel shall provide sworn affidavit stating all common benefit work that he or she performed during the litigation of the Pending Class Action Partial Settlement and all expenses incurred which benefited the Settlement Class and support for the requested common benefit expense application to be paid from the Settlement Fund.

6. All requests to opt out of the proposed Settlement must be submitted in writing to Class Counsel and must be postmarked no later than September 26, 2025. Any request to opt out of the Settlements should, to the extent possible, contain words or phrases such as "opt-out," "opt out," "exclusion," or words or phrases to that effect indicating an intent not to participate in the Settlements or be bound by the Settlement Agreements. Opt-out requests shall not be rejected

simply because they were inadvertently sent to the Court or Defendant so long as they are timely postmarked or timely received by the Court, Defendant, or Class Counsel on or before the Opt-Out Deadline. Class Members who seek to opt-out shall receive no benefit or compensation under the Agreements they have excluded themselves from.

7. Class Members may submit an objection to the proposed Settlements. For an Objection to be valid, it must be filed with the Court, and mailed to Class Counsel no later than September 26, 2025 and include each and all of the following:

(i) The objector's full name and address;

(ii) The case name and docket number, *Michael O'Dwyer, et al. v. Metairie Towers Condominium Association, Inc., et al.*, Case No. 839-979, 24th Judicial District for the Parish of Jefferson, State of Louisiana;

(iii) A written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable;

(iv) The identity of any and all counsel representing the objector in connection with the objection;

(v) A statement whether the objector and/or his or her counsel will appear at the Final Approval Hearing; and

(vi) The objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection.

8. All participating Settlement Class Members shall be bound by all determinations and judgments in this Action concerning the Settlement Agreements, including, but not limited to, the Release provided for in the Settlement Agreements, whether favorable or unfavorable, except those who timely and validly request exclusion from one or more of the Settlements. The persons and entities who timely and validly request exclusion from one or more of the Settlements shall not have rights under the Settlement Agreements they have excluded themselves from, shall not be entitled to any of the Settlement benefits for the Settlement Agreements they have excluded themselves from, and shall not be bound by the Settlement Agreements or any Final Approval Order as to Scottsdale, IFCC and/or Evanston in this Action with respect to the Settlement Agreements they have excluded themselves from.

9. Pending final determination of whether the Settlement Agreements should be

approved, Plaintiffs and the Settlement Class Members are barred and enjoined from commencing or prosecuting any claims asserting any of the Released Claims against Scottsdale, IFCC and/or Evanston in this Action.

10. If for any reason the Settlement Agreements terminate, the Parties 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 Settlement Agreements had never been reached or proposed to the Court.

11. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the Settlement Class Members and retains jurisdiction to consider all further requests or matters arising out of or connected with the proposed Settlements. The Court may approve the Settlements, with such modification as may be agreed to by the Parties or as ordered by the Court, without further notice to the Settlement Class.

12. The Court hereby approves EAG Gulf Coast, LLC d/b/a EisnerAmper as the Court Approved Disbursing Agent and Claims Administrator (CADA) and CADA and to establish a Class Settlement Fund Account.

Gretna, Louisiana, this 18 day of August, 2025

JUDGE
Judge Donald L. "Chick" Foret

24th E-Filed: 08/15/2025 09:30 Case: 839979 Div:H Atty:026693 ERIC J O'BELL

SIGNED: HON. DONALD L. FORET - DIVISION: H - 08/18/2025 09:30:05 - CASE:839979 - ID:226689

P24th 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, et al

FILED:______________________ ______________________
DEPUTY CLERK

AFFIDAVIT OF GEORGE B. RECILE

I, George B. Recile, declare as follows:

1. I am an equity partner of Chehardy, Sherman, Williams, Recile, & Hayes, LLP ("CSW"). I serve on CSW's management committee. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

2. As of this date, I have billed in excess of 500 hours to this case. Also, according to CSW records, CSW has spent, to date, $114,461.20 for costs and expenses in handling this class action, including mediation.

3. CSW has handled complex litigation matters on a contingency fee basis with a percentage fee of 33%. In this case, CSW has entered into a 35% contingency fee agreement with about 40 plus class members.

4. Because of the complexity and demand of the above-captioned matter, CSW has exhausted many of its resources in an effort to efficiently and competently represent its clients as well as the class members involved, all while risking the possibility of recovering nothing.

5. CSW not only dedicated a considerable amount of time to this case but also devoted many of its resources in order to reach a favorable settlement.

____
GEORGE B. RECILE

Sworn to and subscribed before me, Notary,
This 29th day of September, 2026

____
NOTARY PUBLIC

CONRAD MEYER
NOTARY PUBLIC
State of Louisiana
My Commission is issued For Life
La Bar Roll No. 27574
Notary ID No. 64966

PLAINTIFF'S
EXHIBIT
2

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

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

DECLARATION OF KEVIN O. LARMANN AND SHANNON M. FRESE

We, **KEVIN O. LARMANN** and **SHANNON M. FRESE**, hereby declare as follows:

1. We have personal knowledge of the facts set forth herein.
2. Kevin O. Larmann is the founding member of Larmann Law, LLC, which entered into a joint venture with Kirkendall Dwyer, LLP in October 2018
3. Shannon M. Frese is an independent contractor of Larman Law, LLC and an employee of Kirkendall Dwyer, LLP.
4. Kevin O. Larmann and Shannon M. Frese are responsible for handling Kirkendall Dwyer, LLC's day-to-day management operations.
5. During the pendency of the above-captioned matter, Kevin O. Larmann and Shannon M. Frese, were responsible for handling the above-captioned lawsuit on behalf of their clients, class representative, Anne Cannon, and various other unit owners, who signed individual contracts to be represented individually if the class action was not maintained or certified.

PLAINTIFF'S EXHIBIT 3

6. As of this date, we have recorded in excess of 2,700 hours of time spent on this case, but we have spent well in excess of 3,000 working on this matter. Also, according to Kirkendall Dwyer, LLP's records, Kirkendall Dwyer, LLP has spent $89,628.55 for costs and expenses in handling this case action, including several mediations.

7. Kirkendall Dwyer, LLP customarily handles litigation matters on a contingency fee basis, with a percentage fee ranging from 33% to 45%, depending upon the complexity of the case and the stage at which the litigation is concluded (*i.e.* pre-suit, post-suit, trial). In other class action litigation handled by Kirkendall Dwyer, LLP, it has customarily entered into contingency fee agreements with clients for 33% of the total recovery.

8. Because of the complexity and demand of the above-captioned matter, we, along with Kirkendall Dwyer, LLP, have exhausted many resources in an effort to efficiently and competently represent our clients, the class representative, Anne Cannon, as well as the individual class members involved, all while risking the possibility of recovering nothing. Specifically, we responded to nine motions for summary judgment in which the insurance companies attempted to completely deny coverage as well as successfully winning on three different issues at the appellate level and contending with another five appellate filings, which are now stayed pending settlement approval. Additionally, we have conducted substantial discovery and were fully prepared to proceed to trial on September 29, 2025.

9. We and Kirkendall Dwyer, LLP not only dedicated a considerable amount of time to this case, but also devoted many resources in order to reach a favorable settlement.

10. Kirkendall Dwyer, LLP has also advanced reasonable and necessary expenses related to the prosecution of this action. Below is a summary chart of those unreimbursed out of pocket expenses incurred in the prosecution of this action. As detailed below, Kirkendall Dwyer, LLP incurred a total cost of $89,628.55 in unreimbursed expenses to date:

Filing Fees -	$16,829.80
Travel Expenses -	$ 679.59
Mediation Expenses -	$ 8,693.97
Deposition Charges -	$24,265.48
Delivery Charges -	$ 100.74
Expert Fees -	$20,236.74
Parking -	$ 98.06

Postage -	$ 19.92
Copy Charges -	$ 9,055.18
Website -	$ 5,617.55
Fact Investigation -	$ 1,819.00
Meals/Catering -	$ 2,212.52
TOTAL	**$89,628.55**

11. The expenses incurred in this action are reflected on the books and records of Kirkendall Dwyer, LLP. These books and records are prepared from expense vouchers, check records and other source materials, and are an accurate record of the expenses incurred.

12. We believe the foregoing expenses were reasonably and necessarily incurred in the prosecution of the action and that they were essential to obtaining results achieved.

13. We and Kirkendall Dwyer, LLP not only dedicated a considerable amount of time to this case, but forewent other endeavors and devoted many resources in order to reach a favorable result.

Executed this 29th day of September, 2025 in Metairie, Louisiana.

KEVIN O. LARMANN

SHANNON M. FRESE

24th JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

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FILED:____________________ ____________________
DEPUTY CLERK

DECLARATION OF ERIC J. O'BELL ON BEHALF OF O'BELL LAW FIRM, LLC IN SUPPORT OF AN AWARD OF ATTORNEYS' FEES AND EXPENSES

I, ERIC J. O'BELL, hereby declare as follows:

1. I am a member of good standing of the bar of the State of Louisiana and Pennsylvania. I am the founding member of the O'Bell Law Firm, LLC., ("O'Bell, LLC").

2. I submit this declaration in support of an award of attorneys' fees and expenses in connection with services rendered by my firm in the above-entitled action (the "Action").

3. I have been appointed by the Court as Class Counsel in the above-entitled Action.

4. The services undertaken by myself in connection with the Action include but are not limited to the following: In addition to serving as Class Counsel and my services in the Action also included the initial investigation concerning the underlying facts of the litigation and reviewing board minutes and publicly available documents to assist in the drafting of the Class Action Petition; the retention and consultation with liability and damage experts; deposing defense expert witnesses and preparing plaintiff's expert witnesses for depositions and for testimony at the class certification hearing, researching the underlying facts and the claims to be asserted in the litigation; review, preparing and filing numerous motions, pleadings and amendments to the pleadings; reviewing defendants' filings; attendance and arguing of various motions; preparation, attendance and meaningful participation in the Class Certification Hearing held for three days on July 24-26, 2024 and drafting the motion for preliminary approval of the partial class settlement; researching, conducting legal research concerning the principal issues in the case; skillfully and successfully along with Class Counsel engaging in settlement negotiations with Defendants and the mediator, Mr. Lambert "Joe" Hassinger over the course of several months; extensive review of documents produced by defendants and their experts; requesting and thousands of documents;

PLAINTIFF'S EXHIBIT 4

preparing the Class Representative, Anne Cannon and revising the MOU and related settlement documents, Motions and Orders to effectuate settlement; Class Notices, Class Claim Forms, Stipulation and the papers in support of preliminary and final approval of the Settlement; hiring, instruction and coordination of Class Notice Mail-out professionals; fielding numerous class member calls for information relative to the claim forms and terms of the settlement; review and drafting of Final Releases and Settlement documents; numerous conferences with the Claims Administrator, and coordination of efforts between the Court, opposing counsel and Claims Administrator and Class Counsel to ensure application for class claims is efficient and cost effective all of which are ongoing efforts.

5. I have served as Lead and/or Co-Lead Counsel in numerous state and national class actions since 2012 involving securities, derivative, consumer class actions, mass tort and chemical release actions and have been awarded common benefit attorneys' fees and expenses and in other class action settlements by state and federal courts.

5. To date I have devoted over 650 hours to date in the prosecution of this Action and expect to incur additional hours to finalize the first partial class settlement as well as complete the second proposed class settlement with the remaining defendants and bring this matter to a final conclusion. I am continuing to represent the class and I affirm that the time spent representing the Named Class Representatives and the Class in the Action was reasonable and necessary.

7. Time expended in preparing the application for fees and expenses has not been included.

8. O'Bell, L.L.C. also advanced reasonable and necessary expenses related to the prosecution of this Action. Below is a summary chart of those unreimbursed out of pocket expenses incurred in the prosecution of this Action. As detailed below, O'Bell, L.L.C. has incurred a total of $15,454.48 in unreimbursed expenses incurred to date:

EXPENSES	**COST**
Court Costs	$675.50
Court Reporting Services	$2,003.05
Expert Witness Fees	$13,765.48
Parking	$80.00
Court Runner Fees	$0.0
Outside Copy Services	$0.0
Meals/Meeting Expenses	$0.0
Fed Ex	$0.0

In House Copy Costs	$0.0
Postage	$0.0
Publication of Class Notices	$0.0
Class Notice Website	$0.0
Mediation Fees	$0.0
Claims Administrator Expenses	Pending
Total	**$16,524.03**

9. The expenses incurred in this Action are reflected on the books and records of O'Bell, L.L.C. These books and records are prepared from expense vouchers, check records and other source materials, and are an accurate record of the expenses incurred.

10. The amounts listed above do not include the estimated expenses regarding the Court Appointed Claims Administrator, EisnerAmper, to provide Settlement Administration Services, which are currently estimated at $33,419.00.

11. I believe the foregoing expenses were reasonably and necessarily incurred in the prosecution of the Action and that they were essential to obtaining result achieved.

I solemnly affirm under penalties of perjury that the contents of the foregoing Declaration are true and correct.

Executed this 29th day of September, 2025 at Metairie, Louisiana.

ERIC J. O'BELL