

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 SUPPLEMENTAL 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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-AND-

**CHEARDY, SHERMAN, WILLIAMS,
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-AND

KIRKENDALL DWYER, L.L.P.

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Plaintiffs' Class Counsel

CERTIFICATE OF SERVICE

I do hereby certify that I have on this the 17th day of November 2025, served a copy of the foregoing pleadings on counsel for all parties by:

<input type="checkbox"/>	Hand Delivery	<input type="checkbox"/>	Prepaid U.S. Mail
<input type="checkbox"/>	Facsimile	<input checked="" type="checkbox"/>	Electronic Mail



ERIC J. O'BELL

24th JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

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VERSUS

METAIRIE TOWERS CONDOMINIUM ASSOCIATION, INC., ET AL

FILED: _____

DEPUTY CLERK

**PLAINTIFFS' CLASS COUNSEL'S SUPPLEMENTAL 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 Supplemental Memorandum in Support of their request that this Honorable Court approve and confirm 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.

FACTUAL AND PROCEDURAL BACKGROUND

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 Plaintiff, Anne Cannon and the Certified Class. As detailed fully in Plaintiffs' Motion and Incorporated Memorandum in Support for Final Order and Judgment Approving Second and Final Class Action Settlement, after more than two years of highly contested litigation, Class Counsel reached a first partial class action settlement with three (3) of the Defendant Insurers in the litigation, including, Interstate Fire & Casualty Company, ("IFCC"), Evanston Insurance Company ("Evanston") and Scottsdale Insurance Company, ("Scottsdale"), collectively referred to herein as "First Settling Defendants." The First Partial Settlement created a Settlement Fund of \$650,000.00, along with a *Gasquet* release of the MTCA, the Board, and GNO as well as a full release of only three of their insurance companies, ("IFCC") in exchange

for \$450,000, (“Scottsdale”) in exchange for \$150,000, and (“Evanston”) in exchange for \$50,000. Following a Final Fairness Approval Hearing on October 6, 2025, the Court approved the First Partial Settlement and issued a Final Approval Order and Judgment. The Order deferred a ruling on Plaintiffs’ Class Counsel Request for Attorney’s Fees and Common Benefit Expenses until November 21, 2025, but the Court advised from the bench at the First Fairness Hearing it would award common benefit attorney’s fees set at thirty-three and one third (33.33%) of the Gross Settlement Funds to Class Counsel at the Second Fairness Hearing.

As fully detailed in Plaintiffs Motion for Approval of the Second Class Action Settlement filed on November 13, 2025, Class Counsel eventually reached proposed second and final settlements with the Metairie Towers Condominium Association (“MTCA”), its Board of Directors (the “Board”), its property manager, GNO Property Management, L.L.C. (“GNO”), and its public adjuster, Strategic Claims Consultants, LLC (“SCC”) and the remaining insurers and guarantors, including The Burlington Insurance Company (“Burlington”), Greenwich Insurance Company (“Greenwich”), Federal Insurance Company (“Federal”), Old Republic Insurance Company (“Old Republic”), Colony Insurance Company (“Colony”), Ace American Insurance Company (“Ace”), Harco National Insurance Company (“Harco”), and International Fidelity Insurance Company (“International”), collectively referred to herein as “Second Settling Defendants.”

This proposed Second and Final Settlement involves a *Gasquet* release of the MTCA, the Board, GNO, and SCC as well as a full release of the remaining insurance companies and guarantors, including Burlington in exchange for \$350,000.00, SCC and its insurance companies and guarantors, Old Republic, Ace, Harco, and International for \$500,000.00, Colony in exchange for \$500,000.00, Federal in exchange for \$1,000,000.00, and Greenwich in exchange for \$6,500,000.00 for a total Second and Final Settlement Fund of \$8,850,000. Together the two (2) First and Second Settlements create a Gross Settlement Fund of \$9,500,000.00, along with any interest earned, which will be administered by the Court Approved Claims Administrator, EAG Gulf Coast, LLC d/b/a Eisner Amper (“EAG”).

LAW AND ARGUMENT

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

Pursuant to the Court’s October 6, 2025 Final Approval Order and Judgment, attached hereto as Exhibit 1, and in advance of the Common Benefit Fee and Expense Hearing set for

November 21, 2025, Class Counsel now respectfully requests the Court confirm an award of common benefit attorneys' fees of thirty-three and one third (33.33%) percent of the total of the Gross Settlement Fund, along with reimbursement of their common benefit litigation expenses incurred to date and as attested to in the attached Declarations submitted herein 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 Gross Settlement Fund, in light of the successful prosecution of this highly contested and complex litigation on a purely contingent basis, is reasonable and appropriate. Moreover, the Settlement will provide substantial and significant monetary benefits to all eligible Class Members who complete and timely submit Proof of Claim Forms, along with supporting documentation.

From inception of litigation to date of this filing Class Counsel has now expended over 4,325 hours dedicated to investigating, litigating and achieving the First Partial Class Settlement, and the Second Class Settlement. These hours will only increase as Class Counsel continues to work towards finalizing the Second Class Settlement and assist the Claims Administrator to ensure the fair and timely disbursement of funds to the Class Members who submitted Proof of Claims Forms. The common benefit hours and expenses to date are reflected in the attached Declarations of George B. Recile, (Exhibit "2"); Kevin Larmann and Shannon Freese (Exhibit "3") and Eric J. O'Bell (Exhibit "4").

III. THE REQUESTED COMMON BENEFIT COSTS AND EXPENSES ASSOCIATED WITH THIS CLASS ACTION WERE NECESSARY AND REASONABLE

The costs and expenses as detailed in the attached Declarations were necessary for the successful prosecution of this class action and served for the common benefit of the class members. The costs and expenses in the current amount of \$223,368.50 are reasonable given the complexity of this case; along with the multiple number of defendants; the time and labor involved; the number of depositions, mediations; experts; mediator fees; filing fees and other reasonable costs associated with the prosecution of this Class Action. Furthermore, the relatively conservative amount of common benefit expenses which Class Counsel seek reimbursement for represents less than 3% of the total Gross Settlement Fund.

Additionally, the Claims Administrator ("EAG") has deferred payment until the funding of the Court Approved Settlement Fund by the defendants. As detailed in the Declaration of the Court Approved Disbursing Agent and Claims Administrator, attached as Exhibit B to Plaintiffs' Motion for Approval of Second Settlement, EAG has and continues to perform numerous essential functions including but not limited to executing the Class Notice Program on not one but two (2) settlements; establishing and maintaining a court approved settlement website; answering questions from class members and individuals; and processing incoming Proof of Claim Forms for two separate settlements. EAG's work is ongoing and is estimated to cost approximately \$40,000.00 for both the First and Second Settlements.

CONCLUSION

Class Counsel therefore respectfully requests the Court grant Class Counsel's Motion for an Award of Common Benefit Attorneys' Fees and Reimbursement of Common Benefit Expenses for the results achieved in the creation of the Settlement Fund totaling \$9,500,000.00. Class Counsel's request for attorney's fees equal to 33.33% of the gross Settlement Fund is reasonable and completely in line with percentages awarded and deemed reasonable by Louisiana state courts as well as the Fifth Circuit, for similar class action litigations. Furthermore, the costs and expenses totaling \$223,368.50 are reasonable and represent less than 3% of the Gross Settlement Fund. For the foregoing reasons, Class Counsel pray that this Court (1) approve an attorneys' fee award of 33.33 percent of the Gross Settlement Fund and (2) approve the reimbursement of the common benefit expenses of Class Counsel as well as reimbursement of the Claims Administrator's invoices.

Respectfully submitted:

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BY: 

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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 14th day of November 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

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

OCT 06 2025

DEPUTY CLERK

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.

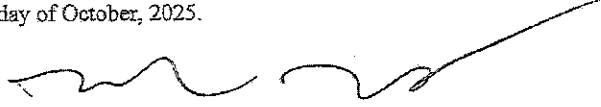
17. Common Benefit Attorney's Fees: The ruling on Plaintiffs' Class Counsel's Request for Common Benefit Attorneys' Fees is hereby deferred until November 21, 2025 or at a date as set by the Court.

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.

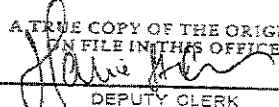
19. Only one objection to the Settlements was received from Ashton O'Dwyer. The Court has considered the objection and hereby finds that the objection is without merit and accordingly, the objection is overruled and denied.

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

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.


DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA

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

**FINAL DECLARATION OF GEORGE B. RECILE ON BEHALF OF
CHEHARDY, SHERMAN, WILLIAMS, RECILE & HAYES IN SUPPORT OF AN
AWARD OF ATTORNEYS' FEES AND EXPENSES**

I, GEORGE B. RECILE, hereby declare as follows:

1. I have personal knowledge of the facts set forth herein.
2. I am a partner in the firm Chehardy, Sherman, Williams, Recile & Hayes, LLP
3. I am a member of good standing of the bar of the State of Louisiana. I am a partner of Chehardy, Sherman, Williams, Recile & Hayes, LLP ("CSW").
4. 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").
5. I have been appointed by the Court as Class Counsel in the above-entitled Action.
6. During the pendency of the above-captioned matter, I was responsible for handling the above-captioned lawsuit on behalf of the class, 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.
7. As of this date, I have recorded in excess of 500 hours of time spent on this case. Also, according to Chehardy, Sherman, Williams Recile & Hayes, LLP accounting, I have

PLAINTIFF'S
EXHIBIT

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spent in excess of \$110,000.00 for costs and expenses in handling this case action, including several mediations.

8. Chehardy, Sherman, Williams, Recile & Hayes, LLP customarily handles litigation matters on a contingency fee basis, with a percentage fee ranging from 33% to 40%.

9. Because of the complexity and demand of the above-captioned matter, I, together with co-counsel and my firm, have exhausted many resources in an effort to efficiently and competently represent the class, 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 four appellate filings. Additionally, we have conducted substantial discovery and were fully prepared to proceed to trial on September 29, 2025.

10. I, together with co-counsel and my firm, not only dedicated a considerable amount of time to this case but also devoted many resources in order to reach a favorable settlement.

11. Chehardy, Sherman, Williams, Recile & Hayes, 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 by my firm. As detailed below, Chehardy, Sherman, Williams, Recile & Hayes, LLP incurred a total cost of \$110,921.06 in unreimbursed expenses to date:

Filing Fees -	\$ 7,681.02
Copy Charges -	\$ 5,096.28
Mediation Expenses -	\$ 1,975.00
Deposition Charges -	\$10,879.51
Delivery Charges -	\$ 208.58
Appeal Fees	\$23,238.50
*Expert Fees -	\$31,443.17
<i>*(refund of expert fee of \$4,000.00 received on 10.09.2025 and refund amount reflected herein)</i>	
Fact Investigation	\$ 5,399.00
Larmann	\$25,000.00
TOTAL	\$110,921.06

12. The expenses incurred in this action are reflected on the books and records of Chehardy, Sherman, Williams, Recile & Hayes, 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.

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

14. I, together with co-counsel and my firm, 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 13th day of November, 2025 in Metairie, Louisiana.


GEORGE B. RECHLE

Sworn to and subscribed before me, Notary Public, this
13th day of November 2025


NOTARY PUBLIC
Commission Expires at Death

STEPHEN D. MARX
NOTARY PUBLIC #4101
STATE OF LOUISIANA, PARISH OF ORLEANS
MY COMMISSION IS ISSUED FOR LIFE

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

**FINAL DECLARATION OF KEVIN O. LARMANN AND SHANNON M. FRESE
REGARDING FEES AND EXPENSES**

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.



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 \$94,930.41 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 four appellate filings. 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 \$94,930.41 in unreimbursed expenses to date:

Filing Fees -	\$16,994.80
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 -	\$10,381.04
Website -	\$ 5,617.55
Fact Investigation -	\$ 4,619.00
Meals/Catering -	\$ 2,212.52
Cost of Transcript	<u>\$ 1,011.00</u>
TOTAL	\$94,921.41

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 14th day of November, 2025 in Metairie, Louisiana.



 KEVIN O. LARMANN



 SHANNON M. FRESE

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

**FINAL AND SUPPLEMENTAL 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 have personal knowledge of the facts set forth herein.
2. I am a member of good standing of the bar of the State of Louisiana and State of Pennsylvania. I am the founding member of the O'Bell Law Firm, LLC., ("O'Bell, LLC") established in 2005.
3. 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").
4. I have been appointed by the Court as Class Counsel in the above-entitled Action.
5. 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; 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.

6. I have served as Lead and/or Co-Lead Counsel in numerous state and national class actions since 2005 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.

7. To date I have devoted over 825 hours to date in the prosecution of this Action and expect to incur additional hours and expenses in finalize the second partial class settlement, work with the Court Appointed Claims Administrator to ensure the fair and efficient distribution of the Settlement Fund from the First and Second Class Settlements and bring this matter to a final conclusion. I am continuing to represent the class and affirm that the time spent representing the Named Class Representatives and the Class in the Action was reasonable and necessary.

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

9. 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	\$1,392.50
Court Reporting Services	\$2,003.05
Expert Witness Fees	\$13,765.48
Parking	\$95.00
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 for notice and administration of First Class Settlement and Second Class Settlement	Pending
Total	\$17,526.03

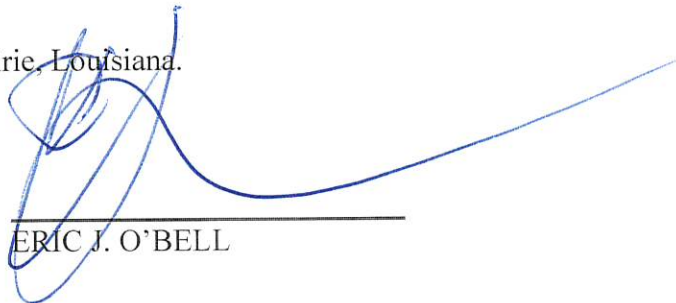
9. The expenses incurred in this Action are reflected on the books and records of O'Bell, L.L.C. These books and records are prepared from expense vouchers, check records and other source materials, and are an accurate record of the expenses incurred.

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 \$40,000.00.

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 14th day of November, 2025 at Metairie, Louisiana.



ERIC J. O'BELL