

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

STATE OF LOUISIANA

NO. 839-979

DIVISION "H"

MICHAEL O'DWYER, AVRA O'DWYER and ANNE CANNON, INDIVIDUALLY,  
AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED

VERSUS

METAIRIE TOWERS CONDOMINIUM ASSOCIATION, INC, ET AL

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FILED

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DEPUTY CLERK

**PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF PROPOSED  
CLASS ACTION PARTIAL SETTLEMENT, PROPOSED NOTICE PLAN, AND TO SET  
THE FAIRNESS HEARING ON THE PROPOSED PARTIAL SETTLEMENT**

NOW COME, Class Counsel for Plaintiffs and Class Representative, ANNE CANNON, INDIVIDUALLY AND ON BEHALF OF ALL SIMILARLY SITUATED and respectfully move the Court for the following relief:

1. Preliminary approval of the proposed partial class settlement ("Partial Settlement") with Defendants, Interstate Fire & Casualty Company, ("IFCC"), Evanston Insurance Company ("Evanston"), Scottsdale Insurance Company, ("Scottsdale"), collectively referred to herein as "Settling Defendants" in the above referenced litigation and pursuant to Louisiana Code of Civil Procedure Article 591(B)(4);
2. Approval of Plaintiffs' proposed plan to notify the class of the partial settlement;
3. Setting of the final fairness hearing regarding the settlement; and
4. Setting of all other pertinent interim dates and deadlines.

WHEREFORE, Class Counsel for Plaintiffs respectfully pray for the aforementioned relief for the reasons more fully stated in the accompanying Memorandum.

Respectfully submitted,

**O'BELL LAW FIRM, LLC**

**BY:**

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**Plaintiffs' Class Counsel**

**CERTIFICATE OF SERVICE**

I do hereby certify that I have on this 31st day of July, 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

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

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VERSUS

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FILED

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DEPUTY CLERK

**ORDER**

Having considered the foregoing;

IT IS HEREBY ORDERED that the hearing on Plaintiffs' Motion for Preliminary Approval of Proposed Class Settlement, Notice Plan and to Set the Fairness Hearing Date is set for hearing on the \_\_\_\_ day of August, 2025, at 1:00 o'clock p.m.

Gretna, Louisiana this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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DISTRICT JUDGE

Service will be made in accordance with CCP 1313

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., ET AL

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FILED

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DEPUTY CLERK

**PLAINTIFFS' MEMORANDUM IN SUPPORT OF MOTION  
FOR APPROVAL OF CLASS ACTION PARTIAL SETTLEMENT, FOR APPROVAL  
OF PLAINTIFFS' PROPOSED NOTICE PLAN,  
AND TO SET THE FINAL FAIRNESS HEARING ON THE PARTIAL SETTLEMENT**

After more than two years of litigation and after months of extensive settlement negotiations, Class Counsel for the Representative Plaintiff, ANNE CANNON, INDIVIDUALLY AND ON BEHALF OF ALL SIMILARLY SITUATED, hereinafter "Plaintiffs" and 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" have reached a proposed partial class action settlement and hereby seek court approval of a settlement class pursuant to Louisiana Code of Civil Procedure Article 591(B)(4). Accordingly, Plaintiffs respectfully move for the Court's preliminary approval of the proposed partial class action settlement ("Patial Settlement") with Settling Defendants. Plaintiffs also move for approval of their proposed plan to notify the class of the partial settlement and for the Court to schedule a final fairness hearing regarding the partial settlement and all other pertinent interim dates and deadlines.

**BACKGROUND**

On April 21, 2023, Plaintiffs filed their original Class Action Petition for Damages alleging that defendant Metairie Towers Condominium Association ("MTCA") and its Board of Directors, ("BOD") (collectively "MTCA") failed to maintain adequate insurance, mismanaged recovered insurance proceeds, mismanaged the restoration and made misrepresentations to the unit owners. Plaintiffs further alleged that the defendant property manager GNO Property Management, LLC ("GNO") and others mismanaged the remediation and repair efforts at Metairie Towers. The original Petition for Damages and amending First, Second, Third and Fourth Supplemental

Petitions also named as defendants several defendant insurance companies as direct-action defendants pursuant to Louisiana Revised Statutes section 22:1269.

On July 31, 2024, following a weeklong class certification hearing, this Honorable Court issued a Judgment certifying the following class pursuant to La. C.C.P. Art. 591(B)(3):

**A. Class Definition:**

The Court's Order provides the following Class Definition:

- a. 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 and
- b. 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.

The Court also appointed plaintiff Anne Cannon as a class representative and George B. Recile of Chehardy, Sherman, Williams, Recile & Hayes; Eric J. O'Bell of O'Bell Law Firm, LLC and Kevin O. Larman and Shannon Freese of Kirkendall Dwyer, LLC as Class Counsel. On June 18, 2025, the Fifth Circuit Court of Appeal issued a decision affirming the District Court's Judgement certifying the class.

On March 31, 2025, the District Court issued a ruling granting summary judgment in favor of Scottsdale with respect to both the Scottsdale GNO Policy and the Scottsdale MTCA Policy. The District Court also issued its Written Reasons For Judgment on March 31, 2025. On May 5, 2025, the District Court entered an Amended Judgment granting summary judgment in favor of Scottsdale and dismissing all claims against Scottsdale with prejudice. On May 12, 2025, Plaintiffs filed Amended Motions and Orders for Devolutive Appeal regarding Scottsdale's Motions For Summary Judgment as to both the Scottsdale GNO Policy and the Scottsdale MTCA Policy.

Similarly, in regard to Evanston, on March 31, 2025, the District Court issued a Judgment granting summary judgment in favor of Evanston. The District Court also issued its Written Reasons For Judgment on March 31, 2025. On May 5, 2025, the District Court entered an Amended Judgment granting summary judgment in favor of Evanston and dismissing all claims against Evanston, with prejudice. Thereafter, on May 12, 2025, Plaintiffs filed a Motion and Order for Devolutive Appeal regarding the District Court's decision to grant Evanston's Motions For Summary Judgment and to enter the Amended Judgment.

Now after extensive discovery, litigation and motion practice related to insurance coverages, Plaintiffs and Settling Defendants and after arm's length settlement negotiations, the efforts finally resulted in a partial settlement between Plaintiffs and Settling Defendants. The agreement provides that Settling Defendants will pay amounts into a settlement fund totaling \$650,000.00 that will provide monetary benefits to the class members and from which Plaintiffs' Class Counsel will apply for reimbursements of litigation expenses and attorneys' fees. This settlement fund will also reimburse Plaintiffs' Class Counsel's administration costs associated with Notice to the settlement class and costs associated with a Court Approved Claims Administrator. Moreover, this partial settlement does not end the litigation. The Settlement Agreements with Settling Defendants provide that Plaintiffs reserved their rights against the remaining Defendants and their insurers and Defendants GNO and MTCA will remain nominal defendants in this litigation. Plaintiffs rights to continue to pursue the primary and excess insurers of GNO and MTCA and all other defendants are fully reserved pursuant to *Gasquet v. Commercial Union Ins. Co.*, 391 So.2d 466 (La. App. 4<sup>th</sup> Cir. 1980), and other cases that recognize the rights of injured parties to settle claims with insureds and insurers, with a reservation of rights to pursue claims against other potential insurers.

Given the lengthy and extensive discovery into the facts underlying this case and after careful review and due diligence, Class Counsel have been able to fully analyze Plaintiffs' claims, including their relative risks, and their potential for recovery based on the insurance coverage defenses asserted by the Settling Defendants. For the reasons provided herein, Class Counsel believes the proposed Partial Class Action Settlement is fair, reasonable and in the best interests of the Class.

## **II. THE PROPOSED PARTIAL CLASS ACTION SETTLEMENT**

The Proposed Partial Class Action Settlements with the various Settling Defendants have been memorialized in formal Gasquet Settlement Releases with Reservations of Rights which have been executed by Plaintiffs' Counsel, Class Representative and Defendants and the executed Releases are attached hereto as **Exhibit 1 (A-C)**. For purposes of preliminary approval, the following summarizes the terms of the Releases and/or stipulations of settlements.

### **A. The Class**

The Proposed Settlement Class consists of:

- a. 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 and
- b. 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.
- c. Excluded from the Proposed Settlement Class are unit owners who were members of the board of directors from August 29, 2021 to April 21, 2023.

## **B. Settlement Terms**

The proposed partial class settlement provides monetary relief for the claims as alleged above which include but are not limited to the wasting of insurance proceeds by Defendants. The Settling Defendants have agreed in principle to pay Six Hundred and Fifty Thousand (\$650,000.00) in exchange for a full and final settlements, with a full reservation of rights to pursue the remaining defendants and their insurers subject to certain terms and conditions, all as set fully set forth in the attached Gasquet Releases with Reservations of Rights. The parties' agreements in principle include the following primary terms and conditions:

Defendants IFCC agrees to pay \$450,000.00, Scottsdale agrees to pay, \$150,000.00 and Evanston agrees to pay \$50,000.00, respectively into a Court Approved Settlement Fund, which will be administered by a Court Approved Claims Administrator. Plaintiffs' Class Counsel will seek court approval for reimbursement for attorneys' fees and expenses related to the prosecution of this action as well as reimbursement from the Settlement Fund to pay for the expenses associated with the administration of the proposed partial class action settlement including but not limited to the Claims Administration expenses. After deduction of the Class Counsel's approved attorney's fees and costs, the settlement funds will be distributed to participating and eligible settlement class members that file a Proof of Claim Form. Class members will be compensated based on the number of units owned at Metairie Towers and utilizing the same formula in which the insurance proceeds were previously distributed by MTCA to unit owners for one bedroom and a two bedroom units as follows:

One bedroom .42905  
Two bedroom .52968

## **C. Attorneys' Fees and Costs**

Plaintiffs' Class Counsel attorneys' fees and costs will be set by the Court if the proposed partial class settlement is finalized. In that event, Plaintiffs' Class Counsel will submit an

application to the Court for attorneys' fees in an amount not to exceed thirty five (35%) of the total partial settlement amount and an application for their actually incurred costs and litigation expenses also to be paid out of the Settlement Fund. The fee award will be allocated between Plaintiffs' Class Counsel, and the expenses will be reimbursed to those law firms that actually incurred them.

Additionally, Plaintiffs' Class Counsel will request the court approve the additional amounts necessary to provide Notice to the Class and any necessary payments to administer the settlement through the Court Approved Claims Administrator, which will be deducted from the Settlement Fund.

#### **D. Notice**

The Proposed Settlement Class consists of the Representative Plaintiff and all unit owners of Metairie Towers as defined by the above-mentioned class definition. Excluded from the Proposed Class shall be any unit owners that served on the Board of Directors of Metairie Towers during the applicable period. Plaintiffs' Class Counsel already represents approximately forty (40) percent of the proposed Settlement Class and will provide the Court-Approved Notice directly to their respective clients. Plaintiffs' Class Counsel using the list of former unit owners and maintained by MTCA will be able to identify and be provided with the names and e-mail addresses of almost all known potential class members and/or unit owners. Therefore, almost all the class members will be identifiable, and notice can be sent direct to class members through the United States mail and/or electronic mail from the lists previously identified and/or maintained by MTCA. Class Counsel will make the Notice and all necessary documents available on-line as well at a website to be published along with the Class Notice. A copy of the Notice of Proposed Partial Settlement of Class Action, Settlement Hearing and Right to Appear and Opt-Out Form is attached hereto as **Exhibit 2**. This detailed notice provides a description of the litigation as well as all details regarding the proposed partial class settlement. A copy of the short-form Notice which will be directly sent to all class members is attached hereto as **Exhibit 3**.

#### **E. Class Representatives' Incentive Awards**

An incentive award for each person that served as a Class representative in this case will be set by the Court at the conclusion of the notice and claims submission periods. These incentive awards will recognize the Class representatives' service to and significant efforts on behalf of the



Class. These incentive awards will be in addition to the relief the Class representatives will be entitled to under the terms of the Settlement, and they will be paid from the Settlement Fund.

Throughout the litigation, the Class representative, Anne Cannon, accepted burdens that were not imposed on the rest of the Class. Unlike unnamed Class members, who will enjoy the benefits of the representatives' efforts without taking any personal action, the named Class representative exposed herself to the Defendants' investigation, answered written discovery, allowed for the production and examination of their receipts and records, gave depositions, made herself available as a witness for hearings and at the class certification, and subjected herself to all the obligations of named parties over the last two years. An Incentive award of \$2,500.00 for the above-named Class representative is therefore appropriate to be paid out of this Settlement Fund.

Incentive awards, which serve as premiums in addition to any claims-based recovery from the settlement, promote the public policy of encouraging individuals to undertake the responsibility of representative lawsuits.<sup>1</sup> Such awards are common and range from several hundred dollars to many thousands of dollars.<sup>2</sup>

#### **E. Settlement Administration**

As set forth in the Settlement Agreement, all costs of notice and claims administration will be paid out of the gross settlement funds. EAG Gulf Coast, LLC will act as the Claims Administrator, and the Claims Administrator will establish compensation rates for the class members, which compensation rates which the Settling Defendants will not oppose. Class members/claimants may appeal an adverse determination by the Claims Administrator to the District Court within 15 days (or such other reasonable time period as determined by the Court) of the Claims Administrator's mailing of the claims determination letter to the class member. Class Counsel will request a Reserve Fund be established from the Settlement Funds to pay for costs of Notice, Administration and unexpected contingencies.

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<sup>1</sup> See, e.g., *Ingram v. The Coca-Cola Co.*, 200 F.R.D. 685, 694 (N.D. Ga. 2001) (courts routinely approve incentive awards to compensate named plaintiffs for services they provide), *Manual for Complex Litigation* (Fourth) § 21.62 n.971 (2004) (incentive awards may be "merited for time spent meeting with class members, monitoring cases, or responding to discovery").

<sup>2</sup> See, Sherrie R. Savett, *Consumer Class Actions: Class Certification Issues, Including Ethical Considerations and Counsel Fees and Incentive Payments to Named Plaintiffs*, Prac. Law. Inst. pp. 340-345 (1996) (compiling list of 52 cases with incentive awards to class representatives).

### III. PRELIMINARY APPROVAL OF THE SETTLEMENT

#### A. Legal Standard

The dismissal of a class action is governed by La. Code Civ. Proc. Ann. art. 594, which states:

A. (1) An action previously certified as a class action shall not be dismissed or compromised without the approval of the court exercising jurisdiction over the action.

(2) Notice of the proposed dismissal of an action previously certified as a class action shall be provided to all members of the class, together with the terms of any proposed compromise that the named parties have entered into. Notice shall be given in such manner as the court directs.

B. After notice of the proposed compromise has been provided to the members of the class, the court shall order a hearing to determine whether the proposed compromise is fair, reasonable, and adequate for the class. At such hearing, all parties to the action, including members of the class, shall be permitted an opportunity to be heard.

C. The court shall retain the authority to review and approve any amount paid as attorney fees pursuant to the compromise of a class action, notwithstanding any agreement to the contrary.

D. Any agreement entered by the parties to a class action that provides for the payment of attorney fees is subject to judicial approval.

E. If the terms of the proposed compromise provide for the adjudged creation of a settlement fund to be disbursed to and among members of the class in accordance with the terms thereof, the court having jurisdiction over the class action is empowered to approve the compromise settlement of the class action as a whole and issue a final judgment accordingly, following a finding that the compromise is fair, reasonable, and adequate for the class, and to order the distribution of the settlement fund accordingly, without the necessity of prior qualification of representatives of minors, interdicts, successions, or other incompetents or absentees, or prior approval of the terms of the settlement or the distribution thereof by another court; provided, that in such cases the court having jurisdiction over the class action shall include in the orders of settlement and distribution of the settlement fund appropriate provisions to ensure that all funds adjudicated to or for the benefit of such incompetents, successions, or absentees are placed in appropriate safekeeping pending the completion of appointment, qualification, and administrative procedures otherwise applicable in this Code to the interests and property of incompetents, successions, and absentees.

The *Manual for Complex Litigation* ("MCL") describes the dismissal of a class action, as embodied in La. Code Civ. Proc. Ann. art. 594, as a three-step process:

- (1) Preliminary approval of the proposed settlement at an informal hearing;
- (2) Dissemination of mailed and/or published notice of the settlement to all affected class members; and
- (3) A "formal fairness hearing," or final settlement approval hearing, at which class members may be heard regarding the settlement, and at

which evidence and argument concerning the fairness, adequacy, and reasonableness of the settlement may be presented.<sup>3</sup>

This procedure, used universally by federal and state courts, safeguards class members' due process rights and enables the court to fulfill its role as the guardian of class interests.<sup>4</sup>

#### **B. The Class Action Settlement Approval Process**

The Court's preliminary approval will allow all prospective Class Members to receive notice of the proposed Partial Settlement's terms and the date and time of the final Settlement approval hearing, at which Class Members may be heard regarding the Partial Settlement, and at which time the Court will hear further evidence and argument concerning the fairness, adequacy, and reasonableness of the Partial Settlement.<sup>5</sup> This step allows for preliminary approval of the proposed partial class settlement and allows the Court to approve a procedure to ensure that all class members are notified of the proposed settlement. The process also allows the Court to specify a hearing date for any class member to state any objection the objecting class member(s) may have to the Partial Settlement, at which time, the court may rule that the Partial Settlement is fair and binding, or may rule in favor of the objector(s) and strike the Partial Settlement as unfair and non-binding; thus allowing the litigation to continue as though no Stipulation of Partial Settlement were made and acknowledged by this Court. This process ensures fairness to the proposed class.

#### **C. The Partial Settlement Meets the Criteria for Preliminary Approval**

The purpose of preliminary evaluation of proposed partial class action settlements is to determine whether the partial proposed settlement is within the "range of reasonableness," and thus whether notice to the class of the settlement's terms and the scheduling of a formal fairness hearing is worthwhile.<sup>6</sup> The decision to approve or reject a proposed settlement is committed to the Court's sound discretion.<sup>7</sup> Neither formal notice nor a hearing is required at the preliminary approval stage; the Court may grant such relief upon an informal application by the settling parties, or even on the basis of information already known, at the Court's discretion.<sup>8</sup> While consideration

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<sup>3</sup> MCL at § 21.63.

<sup>4</sup> 4 Herbert B. Newberg & Alba Conte, *Newberg on Class Actions* § 11.24 (4th ed. 2002) ("*Newberg on Class Actions*").

<sup>5</sup> See, MCL at §§ 13.14, 21.634.

<sup>6</sup> *Newberg on Class Actions* at § 11.25.

<sup>7</sup> *Moore v. Nat'l Ass'n of Sec. Dealers, Inc.*, 762 F.2d 1093, 1106 (D.C. Cir. 1985) ("Rule 23 places the determination [to approve or reject a proposed settlement] within the sound discretion of the trial judge who can be sensitive to the dynamics of the situation"); *City of Seattle*, 955 F.2d at 1276 (in context of class action settlement, appellate court cannot "substitute [its] notions of fairness for those of the [trial] judge and the parties to the agreement," and will reverse only upon strong showing of abuse of discretion).

<sup>8</sup> MCL at § 21.632.

of the requirements for *final* approval is unnecessary at this stage, the Settlement not only meets the criteria for preliminary approval, it meets the heightened standard for final approval because it is “fundamentally fair, adequate, and reasonable.”<sup>9</sup> This proves the Settlement is “within the range of reasonableness” and should be preliminarily approved.

**1. This Partial Settlement is the Product of Serious, Informed, and Arm’s Length Negotiations**

Arm’s length negotiations conducted by competent counsel constitute prima facie evidence of fair settlements.<sup>10</sup> As the Court is aware, having been advised of the progress of settlement negotiations throughout and following multiple mediations and, these partial settlements were all conducted at arm’s length, and the negotiations were hard-fought and adversarial and conducted between experienced attorneys who are familiar with class action litigation in general and with the legal and factual issues of this case in particular. In negotiating this Partial Settlements, Plaintiffs’ Class Counsel had the benefit of years of experience combined with their familiarity with the facts of this case.

Led by Plaintiffs’ Class Counsel, settlement negotiations in this case with Settling Defendants began almost a year ago at mediation and continued in the period that followed while litigation proceeded. The negotiations, which included days long mediations, multiple telephone conferences, and numerous settlement drafts, culminated in July, 2025 and resulted in an agreement-in-principal and Gasquet Releases with Reservations of Rights Settlements with the three participating settling defendants. After reaching agreements in principle, the parties memorializing the terms of settlement in formal Settlement Agreements with Reservations of Rights, attached hereto as Exhibit 1. Plaintiffs’ Class Counsel submits that the resulting Partial Settlement is fair and that it provides reasonable relief to the members of the Class.

**2. The Partial Settlement Provides Substantial Relief for Class Members**

The partial settlement provides monetary relief for Class Members. Class members will be required to provide a notarized signature and submit a simple claim form to establish their eligibility to participate in the settlement. Based upon proof of ownership of a unit and/or units at Metairie Towers within the class definition, the Class Members will receive a specific amount

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<sup>9</sup> *City of Seattle*, 955 F.2d at 1276.

<sup>10</sup> *Berenson v. Faneuil Hall Marketplace*, 671 F. Supp. 819, 822 (D. Mass. 1987) citing *Manual for Complex Litigation* (Second) § 30.41 (1985). (“where . . . a proposed class settlement has been reached after meaningful discovery, after arm’s-length negotiation by capable counsel, it is presumptively fair”).

of compensation to be determined by the Claims Administrator and will receive a certain amount as determined by the number of claims received in accordance with the following terms and allocations:

(A) Allocation of funds on a pro-rata basis to owners of one bedroom unit at One bedroom .42905

(B) Allocation of funds on a pro-rata basis to owners of a two bedroom unit using the following formula. Two bedroom .52968

### **3. The Settlement Treats All Class Members Fairly**

The proposed partial Settlement provides the same remedy of certainty to all Class Members. While the compensation to the Class Members may vary slightly, any differences will be based upon objective factors such as the number of units owned by class members and whether the class members owned a one or two bedroom unit. Accordingly, any differences in financial compensation between class members will be based on objective criteria taken from the actual facts at issue in this case and using a previously utilized accepted formula.

### **4. The Requested Attorneys' Fees Are Fair and Reasonable**

Pursuant to the Settlement, Class Counsel will petition the Court for an award of attorney's fees not to exceed thirty five percent (35.00%) of the Settlement Fund. Class Counsel will also petition the Court for reimbursement from the Settlement Fund of their actually incurred costs and expenses of the litigation. Provided the settlement is effected, the settling Defendants have agreed not to oppose Class Counsel's fee and/or expense applications.

### **5. The Court Should Provisionally Certify the Settlement Class**

The proposed partial Settlement is submitted by Plaintiffs' Counsel and settling Defendants and creates a presumptive settlement class. Thus, if the Court finds the proposed partial Settlement within the range of reasonableness, provisional approval of the partial Settlement is appropriate and necessary to inform Class members, as required by La. Code Civ. Proc. Ann. art. 594(B)(2), of the existence and terms of the proposed partial Settlement, of their right to be heard on its fairness and to object to or support its approval, and of the date, time, and place of the formal fairness hearing.<sup>11</sup>

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<sup>11</sup> See also, *MCL* at § 21.633.

#### IV. THE COURT SHOULD ORDER NOTICE IN ACCORDANCE WITH PLAINTIFFS' PROPOSED NOTICE PLAN

In order to provide the Class with the best notice practicable under the circumstances of the partial settlement, Plaintiffs propose that notice be made through a broad variety of means as follows:

1. Direct mail notice of the partial settlement to those Class members who can be identified from Class Counsel's records and/or as utilized lists as maintained by MTCA in previously communications sent to unit owners by MTCA;
2. Direct e-mail notice of the partial settlement using e-mail lists as maintained by MTCA for communications with unit owners;
3. Published notice of the settlement on the [www.metairietowersclassaction.com](http://www.metairietowersclassaction.com) website.

La. Code Civ. Proc. Ann. art. 594(A)(2) requires the court to direct "[n]otice of the proposed dismissal of an action previously certified as a class action . . . to all members of the class, together with the terms of any proposed compromise that the named parties have entered into."<sup>12</sup> In order to protect the rights of absent class members, the Court must provide the best notice practicable to class members.<sup>13</sup> Notice must "be given to class members who can be identified through reasonable efforts. Those who cannot be readily identified must be given the 'best notice practicable under the circumstances.'"<sup>14</sup>

Many of the same considerations govern both certification and settlement notices.<sup>15</sup> Plaintiffs propose a comprehensive notice plan that complies with the tenets of La. Code Civ. Proc. Ann. art. 594.

##### A. Direct Mail Notice and Direct E-Mail Notice

First, Class Counsel proposes that the best practicable efforts be made to identify Class Members through the records kept by Plaintiffs' Class Counsel of the lists of currently represented clients. Plaintiffs Class Counsel and/or the Claims Administrator using mailout lists maintained

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<sup>12</sup> See also, MCL at § 21.312.

<sup>13</sup> See *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811–12, 70 S. Ct. 652, (1985); *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 174–175, 94 S. Ct. 2140 (1974); *Mullane v. Cen. Hanover Bank & Trust Co.*, 339 U.S. 306, 314, 70 S. Ct. 652 (1950).

<sup>14</sup> See also, MCL at § 21.311.

<sup>15</sup> La. Code Civ. Proc. Ann. art. 592(B) describes the requirements of notice of class certification.

by MTCA and using Plaintiff's own expert used to identify all unit owners will receive a direct mail notice. Reasonable efforts will also be made to forward any notice that is returned after the initial mailing.

Class Counsel and the Claims Administrator will also issue direct e-mail notice to all Class Members using the e-mail lists as maintained by MTCA and/or by Class Counsel to sent the notice to all Class Members.

### **3. The Content of the Direct Mail Notice**

The direct mail notice, a copy of which is attached hereto as Exhibit 3 and is submitted to the Court prior to the preliminary approval hearing, should be carefully crafted to fully inform the Class about the claims. As stated in the *MCL*, a settlement notice should:

- Define the class;
- Describe clearly the options open to the class members and the deadlines for taking action;
- Describe the essential terms of the proposed settlement;
- Disclose any special benefits provided to the class representatives;
- Provide information regarding attorneys' fees;
- Indicate the time and place of the hearing to consider approval of the settlement, and the method for objecting to the settlement and/or opting out of the settlement;
- Explain the procedures for allocating and distributing settlement funds, and, if the settlement provides different kinds of relief for different categories of class members, clearly set out those variations;
- Provide information that will enable class members to calculate or at least estimate their individual recoveries; and
- Prominently display the address and phone number of class counsel and the procedure for making inquiries.<sup>16</sup>

Plaintiffs' proposed direct mail notice includes clear headings and call-outs addressing each of these requirements. Second, the notice plan should use the best practicable efforts to notify any Class Member who is not identified in the records. In this case the identifies and addresses of previous unit owners and class members is available and will be utilized during the notice process.

### **V. THE COURT SHOULD ESTABLISH THE FOLLOWING DATES/DEADLINES FOR NOTICE, FILING OBJECTIONS AND OPT-OUTS, AND THE FINAL FAIRNESS HEARING**

The last step in the Settlement approval process is a final fairness hearing at which the

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<sup>16</sup> *MCL* at § 21.312, *see also*, La. Code Civ. Pro. Art 592(B)(2)(a)-(h).



Court may hear all evidence and argument necessary to make its settlement evaluation. Proponents of the Settlement may explain the terms and conditions of the Settlement, and offer argument in support of final approval.<sup>17</sup> In addition, Settlement Class members, or their counsel, may be heard in opposition to the Settlement Agreement, if any choose to oppose it.<sup>18</sup> After this hearing, the Court will determine whether the Settlement should be finally approved, and whether to enter a final Order and Judgment.<sup>19</sup>

Plaintiffs respectfully suggest that the Court set appropriate dates for purposes of this class action:

- a. A deadline for mailing and e-mailing to Settlement Notice to Class;
- b. A deadline for Class Counsel to activate the class notice website;
- c. A deadline for filing of Class Members' Objections to any aspect of the Settlement;
- d. A deadline for class members to Opt-Out of the proposed class action settlement;
- e. A deadline for filing of Opposition or Reply to Objections
- f. A deadline for Plaintiffs' Class Counsel to file their Application for Attorneys' Fees and Reimbursement of Expenses; and
- g. A date for Final Approval Hearing.

## VI. CONCLUSION

For all of the foregoing reasons, Plaintiffs respectfully request that the Court: (1) grant preliminary approval to the proposed partial Settlement; (2) approve Plaintiffs' proposed Notice Plan and (3) set a formal fairness hearing for final partial Settlement approval as well as the other necessary interim dates and deadlines.

Respectfully submitted: Respectfully submitted:

**O'BELL LAW FIRM, LLC**

BY: 

**ERIC J. O'BELL, Bar No. 26693**

3500 North Hullen Street

Metairie, Louisiana 70002

Telephone: (504) 456-8677

Facsimile: (504) 456-8653

E-Mail: [ejo@obelllawfirm.com](mailto:ejo@obelllawfirm.com)

**-AND-**

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<sup>17</sup> La. Code Civ. Pro. Art 594 B.

<sup>18</sup> La. Code Civ. Pro. Art 594 B.

<sup>19</sup> La. Code Civ. Pro. Art 594 B.



**CHEHARDY, SHERMAN, WILLIAMS,  
RECILE & HAYES**  
**GEORGE B. RECILE, Bar No.: 11414**  
1 Galleria Blvd., Suite 1100  
Metairie, Louisiana 70001  
Telephone No.: (504) 830-4100  
E-Mail: [gbr@chehardy.com](mailto:gbr@chehardy.com)

**-AND**

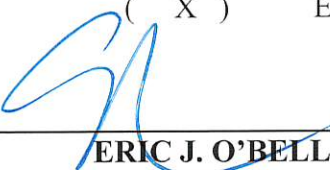
**KIRKENDALL DWYER, L.L.P.**  
**KEVIN O. LARMANN, Bar No.: 24516**  
2424 Edenborn Avenue, Suite 670  
Metairie, Louisiana 70001  
Telephone: (504) 231-9513  
Facsimile: (504) 533-9799  
E-Mail: [klarmann@kirkendalldwyer.com](mailto:klarmann@kirkendalldwyer.com)

**Plaintiffs' Class Counsel**

**CERTIFICATE OF SERVICE**

I do hereby certify that I have on this the 31st day of July, 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**

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

**[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, "Plaintiffs") and Defendants Scottsdale Insurance Company ("Scottsdale"), Evanston Insurance Company, "Evanston") and Interstate Fire & Casualty Insurance 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 Agreement does 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 Notice as presented in the Motion, 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 \_\_\_\_\_ at \_\_\_\_\_[time] 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. Subsequent to the Final Approval Hearing, the Court shall hold a hearing for the approval of Plaintiffs Class Counsel's Common Benefit Fees and Reimbursement of Common Benefit Expenses on \_\_\_\_\_ at \_\_\_\_\_ [time].

No later than seven (7) days prior to the Fee Hearing, Plaintiffs 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 \_\_\_\_\_. Any request to opt out of the Settlement 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 Settlement or be bound by this Settlement Agreement. 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 Agreement.

7. Class Members may submit an objection to the proposed Settlement. For an Objection to be valid, it must be filed with the Court, and mailed to Class Counsel and counsel for Defendant no later than \_\_\_\_\_ 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, 24<sup>th</sup> 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 the Partial Class Action Settlement. The persons and entities who timely and validly request exclusion from the Settlement Class will be excluded from the Settlement Class and shall not have rights under the Settlement Agreements, shall not be entitled to any of the Settlement benefits, and shall not be bound by the Settlement Agreement or any Final Approval Order as to Scottsdale, IFCC and/or Evanston in this Action.

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 \_\_\_\_\_ day of \_\_\_\_\_, 2025.

---

**JUDGE**

**GASQUET SETTLEMENT AGREEMENT AND RELEASE WITH RESERVATION OF RIGHTS**

This *Gasquet* Settlement Agreement and Release With Reservation of Rights (“Agreement”) is entered into between and among the following parties (the “Parties”): (1) Interstate Fire & Casualty Company (“IFCC”); and (2) Anne Cannon, individually and on behalf of all others similarly situated (the “Plaintiffs and/or Class Members”).

**RECITALS**

**WHEREAS**, IFCC issued not-for-profit management liability policy number HE214DMLA220 to Metairie Towers Condominium Association, Inc. (the “Association”) effective from originally effective June 1, 2022 to June 1, 2023 and later revised to be effective May 31, 2022 to May 31, 2023 (“the Policy”);

**WHEREAS**, following Hurricane Ida on August 29, 2021, which damaged the Metairie Towers Condominium complex located at 401 Metairie Road in Metairie, Louisiana 70005 (“Metairie Towers”), the Association and/or the Metairie Towers Board of Directors (“the Board”) made an insurance claim for the damage to Metairie Towers ;

**WHEREAS**, on April 21, 2023, AVMI, L.L.C. and Anne Cannon, individually and on behalf of all others similarly situated, filed a Class Action Petition for Damages captioned *AVMI, L.L.C., and Anne Cannon, individually and on behalf of all others similarly situated v. Metairie Towers Condominium Association, Inc., et al.*, 24<sup>th</sup> Judicial District Court No. 839-979, and this Petition subsequently was amended several times (“the Action”);

**WHEREAS**, in the “Action”, the Class Members allege that the Board, through its individual members breached their fiduciary duties by underinsuring Metairie Towers and mismanaged property insurance proceeds, among other claims, which allegedly caused plaintiffs damages including loss of use of their units, diminution of value, and mental anguish;



**WHEREAS**, on July 31, 2024, in the “Action”, the District Court entered judgment granting class certification and defining the members of the class;

**WHEREAS**, in its Judgment, the District Court further appointed named plaintiff, Anne Cannon as Class Representative;

**WHEREAS**, on June 18, 2025, the Fifth Circuit Court of Appeal for the State of Louisiana issued a decision affirming the District Court’s July 31, 2024 Judgment certifying the class;

**WHEREAS**, the Action has been actively litigated, and the Parties now wish to resolve all claims asserted in the Action. This Settlement Agreement resulted from good faith, arms’- length settlement negotiations and Class Counsel (defined below) believe that this Settlement Agreement is fair, reasonable, adequate and in the best interests of the Class. The Settlement Agreement is entered into by the Parties (Settlement Class and IFCC) and does not apply to any other defendants in the Action other than IFCC, with the Parties acknowledging and agreeing that the Settlement Class are fully reserving all their rights and existing claims against all other defendants and their insurers, including but not limited to any other insurers of the Association, and the Association and the Board will remain as “Nominal Defendants” (as fully defined below).

**WHEREAS**, the Parties now wish in good faith, without any admission of liability or coverage, to compromise, settle and resolve all disputes, claims, actions, suits, demands, and causes of action arising out of, related to, or in connection with the Action with Plaintiffs fully reserving their rights and causes of actions against the Association’s other insurers, including but not limited to Federal Insurance Company, Burlington Insurance Company, Greenwich Insurance Company, CHUBB, Colony Insurance Company, Atain Specialty Insurance Company, Evanston Insurance Company, as well as all other parties in this Action.

WHEREAS, this Settlement Agreement is subject to preliminary approval and final approval by the Court, as set forth herein. This Agreement is intended by the Parties to fully, finally and forever resolve, discharge and settle the Released Claims

**1. Definitions.**

- (A) "Class Counsel" means the George Recile of Chehardy, Sherman, Williams Recile & Hayes; Eric J. O'Bell of O'Bell Law Firm, LLC; and Kevin Larmann and Shannon Freese of Kirkendall Dwyer, L.L.P.
- (B) "Class Member" and "Plaintiff" means any member or members of the class defined in the next section, including Representative Plaintiff, guardians, next of kin, heirs, successors, assigns, responsible persons or parties, and persons with legal authority to act on each members behalf.
- (C) "Fairness Hearing" means the hearing held by the District Court under Louisiana Code of Civil Procedure art. 591 (b)(4) to determine whether the proposed settlement is fair to the class, which will take place on September 2, 2025 or such other date and time as determined by the Court.
- (D) "Final Approval" means that the Court has entered the Final Order and Final Judgment, and thirty-one (31) calendar days have passed after entry of the Final Order and Final Judgment by the Court without any appeals of the Court's Final Order and Final Judgment being filed, or, if appeals or requests for review have been taken, the time has passed for seeking further review after orders on appeal affirming the Final Order and Final Judgment, or review has been denied after exhaustion of all appellate remedies.



(E) "Final Order and "Final Judgment" mean a contemplated Final Judgment issued by the District Court, following the Fairness Hearing, approving this Agreement as final and binding on the parties.

(F) "Preliminary Approval" means the Court has granted a motion for Preliminary Approval.

(G) "Released Parties" shall mean

(1) IFCC, and all its agents, servants, employees, officers, managers, stockholders, parents, subsidiaries, affiliated companies, reinsurers, owners, directors, members, attorneys, adjusters, consultants, third-party administrators, experts, accountants, representatives, successors and assigns.

(H) "Nominal Defendants" shall mean the Board's individual members, including without limitation Ron Carter, Betty Miles, Ellyn Meier, Carolyn Diaz, Jennifer Fagan, Mary Kay Zahn, and Anne Babst and, the Association, and all of its agents, servants, employees, officers, managers, stockholders, parents, subsidiaries, affiliated companies, owners, directors, members, attorneys, consultants, representatives, successors and assigns; and the Board.

(I) The "Settlement Class" is defined as

(1) 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 during the period defined herein; and

- (2) All condominium owners, at Metairie Towers Condominium complex located at 401 Metairie Road, 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 during the period defined herein.
- (J) The Disbursing Agent is defined as EAG Gulf Coast, LLC f/k/a Postlethwaite & Netterville, APAC as the Court appointed Disbursing Agent to assist the Court, in cooperation and coordination with Counsel for the Class for the following purposes: to: (i) to receive the settlement amounts for further allocation to class members; (ii) to conduct such communications with Class Counsel and/or Defendants' Counsel as may be necessary and appropriate to carry out this assignment or as the Court may direct; and (iii) to set up the Settlement Escrow Account at a reputable banking institution.
- (K) "Released Claims" means and includes any and all claims, causes of action, demand, rights or liabilities for damages, in contract, in tort, under any statute or regulation, or claims under federal, state local or other laws, including but not limited to claims for extra contractual damages, exemplary damages (punitive) damages, policy or premium proceeds, consequential losses or damages, interest, equitable relief, declaratory relief, injunctive relief, known or unknown, fixed or contingent, that the Settlement Class Members have asserted in the Action, could have asserted, or may in the future assert and referring to or relating in any way to the IFCC Policy.

**2. Settlement Terms and Benefits to the Settlement Class.**

**(A) Payment.**

Except as provided in Paragraph (B), within thirty (30) days of Final Approval, IFCC shall issue payment to the Disbursing Agent in the amount of FOUR HUNDRED FIFTY THOUSAND DOLLARS and 00/100 (\$450,000.00). Payment shall be made via AHC transfer into the Qualified Settlement Fund established by the Disbursing Agent and Plaintiffs' Class Counsel will provide all necessary identification numbers and provide the bank account name to IFCC.

**(B) Opt-Outs and Termination of Settlement Due to Opt-Outs.**

This Agreement shall become null and void, and shall be without prejudice to the rights of all Parties, all of whom shall be restored to their respective positions existing immediately, if the settlement is not accepted by at least 90% of Class Members.

**(C) Release Of Claims.**

(1) Except as reserved in Paragraph 2(C)(3-6), the Class Members hereby release any and all claims, causes of action, demands rights or liabilities for damages, in contract, in tort, under any statute or regulation and/or derived directly or indirectly from any statute, or claims under federal, state local or other laws, including, but not limited to claims for extra-contractual damages, exemplary (punitive) damages, policy or premium proceeds, consequential losses or damages, interest, equitable relief, declaratory relief, injunctive relief, known or unknown, fixed or contingent that the

Class Members have asserted in the Action, could have asserted, or may in the future assert and referring to or related in any way to the IFCC Policy.

The Parties acknowledge and agree that Class Members are reserving their rights to pursue recovery from any other insurer, guarantor, warrantor, or any other entity or person which are potentially liable to the Class Members.

(2) Anne Cannon represents that she has the authority to provide the Release set forth in paragraph 2(C)(1) above on behalf of the Class Members.

(3) The Parties acknowledge and agree that the Class Members are fully reserving all their rights and existing claims against the Association, the Board, and the individual Board members, as nominal defendants only, to the extent necessary to pursue a claim against any other insurer that may provide insurance coverage to these parties for the actions alleged in the Lawsuit. The Parties agree that the Association, the Board, and the individual Board members shall have no personal exposure in connection with the reserved claims and that plaintiffs will not execute any judgment they may obtain against the Association, the Board, and/or the individual Board members personally. This settlement is in accordance with the holding of *Gasquet v. Commercial Union Ins. Co.*, 391 So. 2d 466 (La. App. 4 Cir. 1980).

(4) The Class Members also fully reserve all their rights and claims to proceed against all remaining Defendants, including but not limited to the insurers for the Released Parties, including Federal Insurance Company, Burlington Insurance Company, Greenwich Insurance Company, CHUBB,

Professional Solutions Insurance Company and Evanston Insurance Company.

(5) The Parties stipulate and agree that this settlement in no way interferes with or purports to limit the Association and/or the Board from discharging any legal or contractual obligations, or any duty to cooperate with any insurer.

(6) The Parties acknowledge and agree that the Class Members are reserving their rights as to all claims that Class Members may have that are the subject of other pending litigations, including but not limited to the consolidated litigation entitled *Bright Tower View, LLC v. Progressive Property Insurance Company, et al*; 24<sup>th</sup> Judicial District Court for the Parish of Jefferson; 832-224, Div. "G" (the "Bright Tower View matter"). Likewise, IFCC reserves all of its rights under the IFCC Policy and any other policy of insurance issued by IFCC to the Association and at law with respect to any other matter that has been or shall be submitted to IFCC for coverage, including but not limited to the Bright Tower View matter.

**(D) Preliminary Approval.** By July 29, 2025, or as soon thereafter as possible, Plaintiffs will file a motion for Preliminary Approval with the District Court. The Parties will request that the Preliminary Approval order direct that notice of the proposed settlement shall be sent to Class Members no later than August 1, 2025, or as soon thereafter as possible. The Parties also will request that the Preliminary Approval order direct that class members be allowed until September 15, 2025 to submit objections to the proposed settlement and the Fairness Hearing be held on October 2, 2025 or on a date the Court may order.

(E) **Final Judgment and Final Approval.** Class Counsel will request that the Court hold the Fairness Hearing and enter a Final Judgment in accordance with this Agreement, approving the Agreement as fair, reasonable, and adequate, and binding on all Class Members who have not excluded themselves.

(F) **Dismissal.** The Class Members, through Class Counsel, will file a motion dismissing with prejudice their claims against IFCC asserted in the Lawsuit within 15 days of receipt of the payment owed under this Agreement.

(G) **Termination.** Any party, in its sole discretion, may terminate this Agreement if:

- (1) the Court refuses to enter a Preliminary Approval order;
- (2) the number of Class Members who opt out of the settlement exceeds 90%
- (3) the Court refuses to enter a Final Judgment approving the settlement;
- (4) the Court modifies or strikes any material provision of this Agreement; or
- (5) the Final Judgment is reversed or materially modified on appeal.

(H) **Expenses.** All administrative expenses related to seeking Preliminary and/or Final Approval and providing notice to Class Members shall be borne by the Class Members.

(I) **Cooperation.** The Parties and their counsel will cooperate fully in the process of seeking settlement approval. The Parties agree they will take all steps necessary to obtain and implement Final Approval of this Agreement.

(J) **Voluntary Agreement / Representations.** The Parties warrant and represent that they have not made any assignment or transfer of any right, claim, demand, cause of action, or other matter covered by the Releases set forth herein, and

will apply all proceeds of this settlement as required by any liens or other encumbrances and as the rights of the respective lien or other interest holders may appear.

The Parties further warrant and represent that they have read this entire Agreement, consulted with their counsel concerning its terms, and voluntarily enter into this Agreement in good faith, with full authorization to implement its terms.

**(K) Entire Agreement.** This Agreement constitutes the Parties' entire agreement and supersedes all prior and contemporaneous agreements and understandings and any and all prior correspondence, conversations, or memoranda are merged herein and are replaced hereby. This Agreement may not be changed or modified orally.

**(L) Mutual Drafting.** All Parties have participated in the drafting of this Agreement, which each Party acknowledges is the result of extensive negotiations between the Parties. Accordingly, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party.

(M) **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Louisiana, without giving effect to the conflict of law principles thereof. Any and all disputes arising out of or related to this Agreement shall be filed in the 24<sup>th</sup> Judicial District Court in Gretna, Louisiana.

(N) **Severability.** Any provision of this Agreement that is prohibited or unenforceable, or is held by a court to be void or unenforceable, in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(O) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



(P) **Notices.** Unless otherwise stated herein, any notice to the Parties required or provided for under this Agreement must be in writing and must be sent by electronic mail and certified mail or hand delivery, as follows:

If to Class Counsel:

**c/o CHEHARDY, SHERMAN, WILLIAMS,  
RECILE & HAYES  
GEORGE B. RECILE, Bar No.: 11414  
1 Galleria Blvd., Suite 1100  
Metairie, Louisiana 70001  
Telephone No.: (504) 830-4100  
E-Mail: [gbr@chehardy.com](mailto:gbr@chehardy.com)**

Lead Plaintiffs' Class Counsel

If to IFCC:

*As Counsel for IFCC*

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed, dated as of July 30, 2025.

DATED: July \_\_, 2025

Plaintiff/Class Representative Anne Cannon,

---

DATED: July \_\_, 2025

George B. Recile of Chehardy, Sherman,  
Williams, Recile & Hayes

---

DATED: July \_\_, 2025

Kevin O. Larmann of Kirkendall Dwyer,  
LLP

---

DATED: July \_\_, 2025

Eric J. O'Bell of O'Bell Law Firm, LLC

---

DATED: July \_\_, 2025

Interstate Fire & Casualty Company

---

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed, dated as of July 30, 2025.

DATED: July \_\_, 2025

Plaintiff/Class Representative Anne Cannon,

DATED: July 31, 2025

George B. Recile of Chehardy, Sherman,  
Williams, Recile & Hayes

George B. Recile / atty gen

DATED: July 31, 2025

Kevin O. Larmann of Kirkendall Dwyer,  
LLP

Kevin O Larmann / atty gen

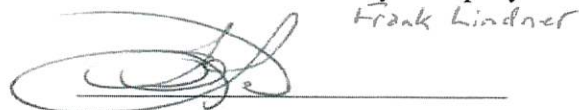
DATED: July 31, 2025

Eric J. O'Bell of O'Bell Law Firm, LLC



DATED: July 31, 2025

Interstate Fire & Casualty Company

Frank Lindner

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

NO. 839-979

DIVISION "H"

MICHAEL O'DWYER, AVRA O'DWYER AND 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, LLC, BURLINGTON INSURANCE COMPANY,  
GREENWICH INSURANCE COMPANY, FEDERAL INSURANCE COMPANY,  
INTERSTATE FIRE & CASUALTY INSURANCE COMPANY, COLONY INSURANCE  
COMPANY, SCOTTSDALE INSURANCE COMPANY, EVANSTON INSURANCE  
COMPANY, AND OLD REPUBLIC INSURANCE COMPANY

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

\_\_\_\_\_  
DEPUTY CLERK

**GASQUET SETTLEMENT AGREEMENT AND RELEASE**

This *Gasquet* Settlement Agreement and Release (the "Settlement Agreement") is entered into by and between plaintiff Anne Cannon (individually and as class representative), (collectively "Plaintiffs") and the Settlement Class Members (as defined below), on the one hand, and, on the other hand, Scottsdale Insurance Company ("Scottsdale"). Plaintiffs, the Settlement Class Members and Scottsdale are referred to collectively in this Settlement Agreement as the "Parties."

**I. RECITALS**

1.1 Plaintiffs and Settlement Class Members are condominium unit owners who allege that, on August 29, 2021, Hurricane Ida caused damage to Metairie Towers Condominiums ("Metairie Towers") located at 401 Metairie Road in Metairie, Louisiana.

1.2 On April 21, 2023, Plaintiffs filed their original Class Action Petition For Damages alleging that defendant Metairie Towers Condominium Association ("MTCA") and its Board of Directors (collectively, the "MTCA") failed to maintain adequate insurance, mismanaged insurance proceeds, repairs, restoration and made misrepresentations to unit owners. Plaintiffs further alleged that defendant property manager GNO Property Management, LLC ("GNO") and others mismanaged the remediation and repair efforts at Metairie Towers. The original Petition also names as defendants several defendant insurance companies as direct-action defendants pursuant to Louisiana Revised Statutes section 22:1269.

1.3 In addition to the original Petition, Plaintiffs have filed First, Second, Third and Fourth Supplemental Petitions (collectively, the "Action") adding or changing the named plaintiffs and adding various other defendant insurance companies, including Scottsdale.

1.4 Scottsdale has issued two policies that are at issue in this case: (a) Scottsdale policy no. CPS7412037 issued to GNO for the period July 29, 2021 to July 29, 2022 (the "Scottsdale GNO Policy"); and (b) Scottsdale policy no. CPS7770404 issue to the MTCA for the period April 1, 2023 to July 1, 2023 (the "Scottsdale MTCA Policy").

1.5 On July 31, 2024, the District Court issued a Judgment certifying a class under La. C.C.P. Art. 591(B)(3).

1.6 In its Judgment, the District Court further appointed named plaintiff Anne Cannon as class representative.

1.7 On March 31, 2025, the District Court issued a Judgment granting summary judgment in favor of Scottsdale with respect to both the Scottsdale GNO Policy and the Scottsdale MTCA Policy. The District Court also issued its Written Reasons For Judgment on March 31, 2025.

1.8 On May 5, 2025, the District Court entered an Amended Judgment granting summary judgment in favor of Scottsdale and dismissing all claims against Scottsdale with prejudice.

1.9 On May 12, 2025, Plaintiffs filed Amended Motions and Orders for Devolutive Appeal regarding Scottsdale's Motions For Summary Judgment as to both the Scottsdale GNO Policy and the Scottsdale MTCA Policy.

1.10 On June 18, 2025, the Fifth Circuit Court of Appeal issued a decision affirming the District Court's Judgment certifying a class.

1.11 The Action has been actively litigated and the Parties now wish to resolve all claims asserted in the Action. This Settlement Agreement resulted from good faith, arms'-length settlement negotiations and Class Counsel (defined below) believe that this Settlement Agreement is fair, reasonable, adequate and in the best interests of the Class. The Settlement Agreement is only between the Parties (Plaintiffs, the Settlement Class Members and Scottsdale) and does not apply to any defendants in the Action other than Scottsdale with the Parties acknowledging and agreeing that Plaintiffs and Settlement Class Members are fully reserving all their rights and existing claims against all other defendants and their insurers, including but not limited to any other insurer of GNO, other than two Scottsdale policies identified in Section 1.4.

1.12 The Settlement contemplated by this Settlement Agreement is subject to preliminary approval and final approval by the Court, as set forth herein. This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and settle the Released Claims, upon and subject to the terms and conditions hereof.

## **II. DEFINITIONS**

2.1 "Action" means the Petition and the Supplemental Petitions filed by Plaintiffs in the 24<sup>th</sup> Judicial District for the Parish of Jefferson, State of Louisiana

captioned *Michael O'Dwyer, et al. v. Metairie Towers Condominium Association, Inc., et al.*, Case No. 839-979.

2.2 "Agreement" or "Settlement Agreement" or "Settlement" means this *Gasquet Settlement Agreement and Release* between Plaintiffs, the Settlement Class Members, and Scottsdale, and each and every exhibit attached hereto.

2.3 "Certified Class" means the following class certified by the Court in its July 31, 2024 Judgment:

a) 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; and

b) All condominium owners, at Metairie Towers Condominium complex located at 401 Metairie Road, 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.

2.4 "Class Counsel" means the following attorneys and their law firms appointed as class counsel by the Court in its July 31, 2025 Judgment:

- a. George B. Recile of Chehardy, Sherman, Williams, Recile & Hayes;
- b. Kevin O. Larmann and Shannon Frese of Kirkendall Dwyer, LLP;
- c. Eric J. O'Bell of O'Bell Law Firm, LLC.

2.5 "Class Period" means from August 29, 2021 through April 21, 2023.

2.6 "Class Representative" means Plaintiff Anne Cannon.

2.7 "Court" means the 24<sup>th</sup> Judicial District for the Parish of Jefferson, State of Louisiana.

2.8 "Effective Date" means the date when the Final Approval Order has become final (as described in Section VIII below).

2.9 "Final Approval Hearing" means the hearing held by the Court to determine whether to finally approve the Settlement set forth in this Settlement Agreement as fair, reasonable, and adequate.

2.10 "Final Approval Order" means the order to be submitted to the Court in connection with the Final Approval Hearing and in substantially the form attached as Exhibit B.

2.11 "Non-Settling Insurers" means those insurance companies that insure the MTCA or GNO and all other defendants, for any liability of any kind arising from or related to the Released Claims, including but not limited to those insurers named as defendants in the Action. Non-Settling Insurers does not include Scottsdale.

2.12 "Notice" means the notice to be provided to Settlement Class Members as set forth in Section V.

2.13 "Objection Deadline" means August 25, 2025 or other date set by the Court and agreed to by the Parties to this Settlement Agreement.

2.14 "Opt-Out Deadline" means August 25, 2025 or other date set by the Court and agreed to by the Parties to this Settlement Agreement.

2.15 "Preliminary Approval Order" means the Order the Court enters in connection with the Motion for Preliminary Approval and in substantially the form attached as Exhibit A.

2.16 "Released Claims" means and includes any and all claims, causes of action, demands, rights or liabilities for damages, in contract, in tort, under any statute or regulation,



and/or derived directly or indirectly from any statute, or claims under federal, state, local or other laws, including, but not limited to claims for extra-contractual damages, exemplary (punitive) damages, policy or premium proceeds, consequential losses or damages, interest, equitable relief, declaratory relief, injunctive relief (however described or defined), known or unknown, fixed or contingent, that the Releasing Parties now have asserted or will assert in the Action, could have asserted, or may in the future assert and referring or relating in any way to the Scottsdale Policies. The Parties acknowledge and agree that Plaintiffs are reserving their rights to pursue recovery from any insurer guarantor, warrantor, or any other entity or person, potentially liable to the Plaintiffs other than Scottsdale. "Released Claims" also includes any and all claims and demands, actions and causes of action, damages, expenses, court costs, penalties, breach of contract, bad faith or extracontractual damages and attorney fees, including under Louisiana Revised Statutes sections 22:1892 and 22:1973, property damage and compensation of any kind or nature whatsoever, against Scottsdale regarding the two policies identified in Section 1.4.

2.17 "Released Parties" means Scottsdale, and each of its respective past, present, and future parents, subsidiaries, affiliated companies, corporations, and independent contractor agents, and each of their respective past, present, and future directors, officers, managers, employees, general partners, limited partners, principals, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, and each of their respective executors, successors, assigns, and legal representatives.

2.18 "Releasing Parties" means the Plaintiffs, all Settlement Class Members, Class Counsel, and any person or entity claiming by or through him/her/it/them, including any person or entity claiming to be his/her/its/their spouse, parent, child, heir, guardian, associate, co-owner,

attorney, agent, administrator, devisee, predecessor, successor, assignee, representative of any kind, shareholder, partner, director, employee or affiliate.

2.19 "Request for Exclusion" means the written submission submitted by a Settlement Class Member to opt out of the Settlement consistent with the terms of this Agreement and subject to the Opt-Out Deadline.

2.20 "Scottsdale" means Scottsdale Insurance Company and each of its respective past, present, and future parents, subsidiaries, affiliated companies, corporations, and current and former agents, and each of their respective past, present, and future directors, officers, managers, employees, general partners, limited partners, principals, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, and each of their respective executors, successors, assigns, and legal representatives.

2.21 "Scottsdale Policies" means the Scottsdale GNO Policy and the Scottsdale MTCA Policy.

2.22 "Settlement Amount" means the One Hundred Fifty Thousand Dollars (\$150,000.00) non-reversionary sum that Scottsdale will pay to settle this Action and obtain a release of all Released Claims in favor of the Released Parties.

2.23 "Settlement Class" or "Settlement Class Members" means Plaintiffs and those additional persons who are members of the Certified Class, and who do not submit a timely and valid Request for Exclusion from this Settlement.

2.24 "Settlement Fund" means the escrow account to be established and maintained by the Court Approved Disbursing Agent, acting in cooperation and coordination with Class

Counsel on behalf of the Settlement Class and into which Scottsdale will pay the Settlement Amount on the Funding Date.

### **III. SETTLEMENT TERMS AND BENEFITS TO THE SETTLEMENT CLASS**

3.1 Settlement Fund. Scottsdale will pay the Settlement Amount into the Settlement Fund within ten (10) business days after the Effective Date. Class Counsel will provide all necessary identification numbers and forms required by Scottsdale to facilitate such payment. Scottsdale has no obligation under this Settlement Agreement to pay any amounts in excess of the Settlement Amount.

3.2 Payments to the Settlement Class. Class Counsel shall be responsible for administering the Settlement Fund and distributing payments to Settlement Class Members in accordance with a plan to be approved by the Court. The Settlement Class Members shall only be entitled to payments from the Settlement Fund and shall not be entitled to any other payment or relief from Scottsdale or the Released Parties.

3.3 Attorneys' Fees, Expenses, Incentive Awards, And Other Costs Or Payments. Scottsdale shall have no responsibility, financial obligation or liability for any fees, expenses, costs, incentive awards or payments, whether to Class Counsel, Plaintiffs, the Class Representative, or any other person or entity. Any and all such fees, expenses, costs, awards or payments shall be paid out of the Settlement Fund but only upon application by Class Counsel and approval by the Court. This Settlement Agreement, however, is not dependent or conditioned upon the Court's approving Class Counsel's requests for such payments. In the event the Court declines Class Counsel's requests or awards less than the amounts sought, this Settlement Agreement will continue to be effective and enforceable by the Parties.

#### **IV. PRELIMINARY APPROVAL**

4.1 Order of Preliminary Approval. As soon as practicable after the execution of this Agreement, and no later than July 24, 2025, Plaintiffs will move the Court for entry of a Preliminary Approval Order in the form attached as Exhibit A. Pursuant to the Motion for Preliminary Approval, the Plaintiffs will request that:

- a. the Court preliminarily approve the Settlement and this Agreement as fair, adequate, and reasonable, and within the reasonable range of possible final approval;
- b. the Court approve the forms of Notice and find that the proposed notice program constitutes the best notice practicable under the circumstances, and satisfies due process and La. C.C.P. Art. 592(B)(1) and 594(A)(2);
- c. the Court set the date and time for the Final Approval Hearing, which may be continued by the Court from time to time without the necessity of further notice, and the Opt-Out Deadline and the Objection Deadline; and
- d. the Court preliminarily enjoin any Settlement Class Member from bringing any new alleged action or attempting to amend an existing action to assert any Released Claims.

#### **V. NOTICES**

5.1 Class Notice. Class Counsel shall provide Class Notice to all Settlement Class Members following entry of the Preliminary Approval Order and no later than July 25, 2025 (or other date as set by the Court and agreed to by the Parties to this Settlement Agreement). Class Notice will be distributed in a form and manner approved by the Court as part of the Preliminary Approval Order. Class Counsel shall provide Scottsdale with a list of the names and addresses of Settlement Class Members to whom the Class Notice was provided.

#### **VI. OPT-OUTS AND OBJECTIONS**

6.1 Opting Out of the Settlement. Any members of the Settlement Class who wish to exclude themselves from the Settlement Class must advise Class Counsel by providing a written Request for Exclusion, and such opt out request must be postmarked and/or delivered no later

than the Opt-Out Deadline. Class Counsel will provide Scottsdale with copies of each Request for Exclusion it receives, and will provide a list of each Settlement Class Member who timely and validly opted out of the Settlement in its declaration filed with the Court, as required by Section 7.1 Settlement Class Members who do not properly and timely submit a Request for Exclusion will be bound by this Agreement and the judgment, including the releases in Section IX below.

a. In the Request for Exclusion, the Settlement Class Member must state his or her full name, address, and must state that he or she wishes to be excluded from the Settlement.

b. Any member of the Settlement Class who submits a valid and timely Request for Exclusion will not be a Settlement Class Member, will not receive any compensation under this Agreement, and will not be bound by the terms of this Agreement.

6.2 Opt-Out Communications. Class Counsel represent and warrant that they are not currently working with and have no present intention to work with any Settlement Class Member for the purpose of requesting exclusion from the Class. 6.3 Objections. Any Settlement Class Member who intends to object to the fairness of this Settlement must file a written Objection with the Court, and serve a copy of the Objection on Class Counsel and Scottsdale, by the Objection Deadline.

a. In the written Objection, the Settlement Class Member must state his or her full name, address, must identify any lawyer who was consulted as to such objection or this case, must state the reasons for his or her Objection, and whether he or she intends to appear at the Final Approval Hearing on his or her own behalf or through counsel. Any documents supporting the Objection must also be attached to the Objection. Any documents supporting the

Objection must also be attached to the Objection.

b. The Parties will have the right to depose any objector to assess whether the objector has standing or motives that are inconsistent with the interests of the Class.

c. The right to object to this Settlement must be exercised individually by an individual Settlement Class Member, not by the act of another person acting or purporting to act in a representative capacity.

6.4 Final Approval Hearing. Any Settlement Class Member who has timely filed an Objection may appear at the Final Approval Hearing, either in person or through an attorney hired at the Settlement Class Member's own expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the Settlement.

6.5 Waiver Of Objections. Any Settlement Class Member who does not file a timely Objection in accordance with this Section waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to this Settlement. Settlement Class Members who object to this Settlement shall remain Settlement Class Members, and have voluntarily waived their rights to pursue an independent remedy against Scottsdale and, if the Settlement is approved, will have their claims released and shall be forever bound by the Court's Final Approval Order. To the extent any Settlement Class Member(s) objects to the Settlement, and such objection is overruled in whole or in part, such Settlement Class Member(s) will have their claims released and shall be forever bound by the final approval of the Settlement.

## **VII. FINAL APPROVAL AND JUDGMENT ORDER**

7.1 Motion For Final Approval. Assuming all other conditions precedent to the Settlement have been satisfied, no later than fourteen (14) calendar days prior to the Final Approval Hearing:

a. Class Counsel will request that the Court enter the Final Approval Order in substantially the form attached as Exhibit B, with Class Counsel filing a memorandum of points and authorities in support of the motion;

b. Class Counsel and/or Scottsdale may file a memorandum addressing any Objections submitted to the Settlement Agreement; and

c. Class Counsel will file with the Court a list of the persons who properly and timely excluded themselves from the Settlement Class.

7.2 Final Approval Hearing. At the Final Approval Hearing, the Court will consider and determine whether the provisions of this Agreement should be approved, whether the Settlement should be finally approved as fair, reasonable, and adequate, whether any Objections to the Settlement should be overruled, and whether a judgment finally approving the Settlement should be entered.

7.3 Final Approval Order. This Agreement is subject to and conditioned upon the issuance by the Court of the Final Approval Order that grants final approval of this Agreement and enters a final judgment in the form attached hereto as Exhibit B and:

a. finds that the Notice provided satisfies the requirements of due process and La. C.C.P. Art. 592(B)(1) and 594(A)(2);

b. finds that Settlement Class Members have been adequately represented by the Class Representative and Class Counsel;

c. finds that the Settlement Agreement is fair, reasonable, and adequate with respect to the Settlement Class, that each Settlement Class Member will be bound by this Agreement, including the releases and covenant not to sue in Section IX, and that this Settlement Agreement should be and is approved;

d. dismisses on the merits and with prejudice all claims of the Settlement Class Members and all current and former plaintiffs asserted in the Action against Scottsdale;

e. permanently enjoins each and every Settlement Class Member and all current and former plaintiffs in this Action from bringing, joining, or continuing to prosecute any Released Claims against Scottsdale or any Released Parties; and,

f. retains continuing jurisdiction for the specific purpose of any suit, action, proceeding or dispute arising out of or relating to this Settlement Agreement.

#### **VIII. FINAL JUDGMENT**

8.1 Final Judgment and Effective Date. The judgment entered at the Final Approval Hearing will be deemed final and shall have an Effective Date:

a. Thirty (30) calendar days after entry of the judgment giving final approval to the Settlement if no document is filed within that time seeking appeal, review, or rehearing of the judgment; or

b. If any such document is filed, then five (5) business days after the date upon which all appeals periods have run and/or other proceedings resulting from such document have been finally terminated in such a manner as to permit the judgment to take effect in substantially the form described in Section 7.1

#### **IX. RELEASE OF CLAIMS**

9.1 Released Claims. Upon the Effective Date and without any further action by the Court or by any Party to this Settlement, the Releasing Parties for good and sufficient consideration, the receipt and adequacy of which is acknowledged, shall be deemed to, and shall, in fact, have remised, released and forever discharged any and all Released Claims, which they, or any of them, had or has or may in the future have or claim to have against any



of the Released Parties. This Release shall be interpreted to the fullest extent of res judicata and/or collateral estoppel principles.

9.2 Waiver of Unknown Claims. Without limiting the foregoing, 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 and the releases contained therein become effective. This Section constitutes a waiver, without limitation as to any other applicable law, of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Plaintiffs and the Settlement Class Members understand and acknowledge the significance of these waivers of California Civil Code Section 1542 and similar federal and state statutes, case law, rules, or regulations relating to limitations on releases. In connection with such waivers and relinquishment, Plaintiffs and the Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally, and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the releases of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

9.3 Covenant Not To Sue. Plaintiffs agree and covenant, and each Settlement Class Member will be deemed to have agreed and covenanted, not to sue any of the Released Parties with respect to any of the Released Claims, or otherwise to assist others in doing so, and agree to be forever barred from doing so, in any court of law or equity, or any other forum. In further

consideration of the Settlement, the Releasing Parties do hereby bind and obligate themselves, as well as their assigns to protect, defend, indemnify and hold harmless the Released Parties from any and all claims, demands or causes of action relating to the Released Claims, which may be asserted against them in the future by any of the Releasing Parties.

9.4 Representations of Class Counsel. Class Counsel represent and warrant that they are not currently working on and have no present intention to work on, or solicit any client to sue on, any Released Claim against the Released Parties relating in any way to the allegations in the Action.

9.5 Reservation Of Rights - Gasquet. Pursuant to *Gasquet v. Commercial Union Ins. Co.*, 391 So. 2d 466 (La. App. 4th Cir. 1980), and other cases that recognize the rights of injured parties to settle claims with insureds and insurers, with the reservation of rights to pursue claims against other potential insurers:

a. The Releasing Parties agree to release the MTCA and GNO from uninsured liability arising from the Released Claims while fully reserving all rights and existing claims against the MTCA and GNO, as nominal defendants only, to the extent necessary to pursue a claim against any insurer other than Scottsdale that may provide insurance coverage to these parties for the actions alleged in the Action.

b. The Released Parties and Releasing Parties agree that this settlement in no way interferes with or purports to limit MTCA and GNO from discharging any legal or contractual obligations or any duty to cooperate with any insurer.

c. The MTCA and GNO will remain only as a "nominal defendant" in the Action, which may be liable only to the extent necessary to trigger coverage under the insurance polic(y/ies) issued by Non-Settling Insurers for liability arising from the Released Claims. The

f. The Parties acknowledge and agree that Plaintiffs are reserving the rights as to any claims not raised in this Action relating to the "second water event" occurring on or about September 28, 2021 that Plaintiffs may have and that are the subject of other currently pending litigations, including but not limited to the consolidated litigation entitled *Bright Tower View, LLC v. Progressive Property Insurance Company, et al*; 24<sup>th</sup> JDC for the Parish of Jefferson; 832-244, Div. "G." Scottsdale maintains that the Scottsdale Policies do not cover said claims and the Parties agree that nothing in this Settlement Agreement shall limit Scottsdale's ability or right to argue that the District Court's March 31, 2025 Written Reasons For Judgment and May 5, 2025 Amended Judgment granting summary judgment in favor of Scottsdale have binding and preclusive effect against Plaintiffs, the Settlement Class Members, and any other persons or entities in this and any other litigation.

**X. TERMINATION OF AGREEMENT**

10.1 Either Plaintiffs or Scottsdale May Terminate the Agreement. Plaintiffs and Scottsdale will each have the right to unilaterally terminate this Agreement by providing written notice of his, her, their, or its election to do so ("Termination Notice") to all other Parties hereto within ten (10) business days of any of the following occurrences:

- a. the Court rejects, denies approval, disapproves, or modifies the Settlement Agreement, or any portion of the Settlement Agreement, including, but not limited to, the terms of the Settlement Class relief, the provisions relating to notice, the definition of the Settlement Class, and the Released Claims;
- b. an appellate court reverses, denies approval, disapproves, or modifies the Final Approval Order or the Settlement Agreement, or any portion of the Final Approval Order or the Settlement Agreement and the Settlement Agreement is not fully reinstated on remand;
- c. the Effective Date does not occur;

- d. more than ten (10) valid opt-outs are received;
- e. Any action by Settlement Class Members asserting Released Claims (other than by Settlement Class Members who submit a valid exclusion request form) is allowed to be prosecuted by another court, notwithstanding this Settlement Agreement and the orders provided for herein; or
- f. Any financial obligation in this Action by the Court, or on appeal in this Action, is imposed upon Scottsdale in addition to and/or greater than those specifically accepted by Scottsdale in this Settlement Agreement.

10.2 Revert to Status Quo If Plaintiffs or Scottsdale Terminates. If either Plaintiffs or Scottsdale terminate this Agreement as provided in Section X, the Agreement will be of no force and effect and the Parties' rights and defenses will be restored, without prejudice, to their respective positions as if this Agreement had never been executed, and any orders entered by the Court in connection with this Agreement will be vacated. If the Settlement Agreement is not approved by the Court, any Party has the option to terminate the Settlement Agreement and revert to the status quo ante prior to the Settlement.

## **XI. NO ADMISSION OF LIABILITY**

11.1 No Admission Of Liability. Scottsdale denies any liability or wrongdoing of any kind associated with the alleged claims in the Action. Scottsdale has denied and continues to deny each and every material factual allegation and all claims asserted against them in the Action. Nothing herein will constitute an admission of wrongdoing or liability, or of the truth of any allegations in the Action. Nothing herein will constitute an admission by Scottsdale that the Action is properly brought on a class or representative basis, or that classes may be certified, other than for settlement purposes. To this end, the Settlement of the Action, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in

furtherance of the Settlement: (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 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 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.

11.2 No Admissibility. Pursuant to Federal Rule of Evidence Rule 408 and any similar provisions under the laws of any state, neither this Agreement nor any related documents filed or created in connection with this Agreement will be admissible in evidence in any proceeding, except as necessary to approve, interpret, or enforce this Agreement.

## **XII. MISCELLANEOUS**

12.1 Entire Agreement. This Agreement, including the exhibits hereto, constitutes the entire agreement between the Parties. No representations, warranties, or inducements have been made to any of the Parties, other than those representations, warranties, and inducements contained in this Agreement.

12.2 Governing Law. This Agreement will be governed by the laws of the state of Louisiana.

12.3 Jurisdiction. The Court will retain continuing and exclusive jurisdiction over the Parties to this Agreement, including the Plaintiffs and all Settlement Class Members, for purposes of the administration and enforcement of this Agreement.

12.4 No Construction Against Drafter. This Agreement was drafted jointly by the Parties and, in construing and interpreting this Agreement, no provision of this Agreement will

be construed or interpreted against any Party based upon the contention that this Agreement or a portion of it was purportedly drafted or prepared by that Party.

12.5 Resolution of Disputes. The Parties will cooperate in good faith in the administration of this Settlement and agree to use their best efforts to promptly file a Motion for Preliminary Approval with the Court and to take any other actions required to effectuate this Settlement. Any unresolved dispute regarding the administration of this Agreement will be decided by the Court or by a mediator upon agreement of the Parties.

12.6 Counterparts. This Agreement may be signed in counterparts and the separate signature pages executed by the Parties and their counsel may be combined to create a document binding on all of the Parties and together will constitute one and the same instrument.

12.7 Time Periods. The time periods and dates described herein are subject to Court approval and may be modified upon order of the Court or written stipulation of the Parties.

12.8 Authority. Each person executing this Settlement Agreement on behalf of any of the Parties hereto represents that such person has the authority to so execute this Agreement.

12.9 No Oral Modifications. This Agreement may not be amended, modified, altered, or otherwise changed in any manner, except by a writing signed by all of the duly authorized agents of Scottsdale and Plaintiffs, and approved by the Court.

12.10 Notices. Unless otherwise stated herein, any notice to the Parties required or provided for under this Agreement will be in writing and may be sent by electronic mail, fax, or hand delivery, postage prepaid, as follows:

If to Class Counsel:

George B. Recile  
Chehardy, Sherman, Williams, Recile & Hayes  
1 Galleria Blvd., Suite 1100  
Metairie, Louisiana 70001  
E-mail: gbr@chehardy.com

If to Scottsdale:

Michael H. Carpenter  
Michael N. Beekhuizen  
Carpenter Lipps LLP  
280 Plaza, Suite 1300  
280 North High Street  
Columbus, Ohio 43215  
E-mail: Carpenter@CarpenterLipps.com  
Beekhuizen@CarpenterLipps.com

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed, dated as of July 30, 2025.

DATED: July \_\_, 2025

Plaintiff/Class Representative Anne Cannon,

DATED: July \_\_, 2025

George B. Recile of Chehardy, Sherman,  
Williams, Recile & Hayes as counsel for  
Plaintiffs and the Settlement Class

George B. Recile for w/l

DATED: July 31st, 2025

Kevin O. Larmann of Kirkendall Dwyer,  
LLP as counsel for Plaintiffs and the  
Settlement Class

Kevin Larmann w/l Kevin SGO

DATED: July 31st, 2025

Eric J. O'Bell of O'Bell Law Firm, LLC as  
counsel for Plaintiffs and the Settlement  
Class

Eric J. O'Bell

DATED: July 31, 2025

Scottsdale Insurance Company

  
\_\_\_\_\_  
Geoff Borger

AVP Casualty Claims- E&S and Specialty

DATED: July \_\_, 2025

Carpenter Lipps LLP as counsel for  
Scottsdale Insurance Company  
\_\_\_\_\_

DATED: July \_\_, 2025

Phelps Dunbar LLP as counsel for  
Scottsdale Insurance Company  
\_\_\_\_\_



DATED: July \_\_, 2025

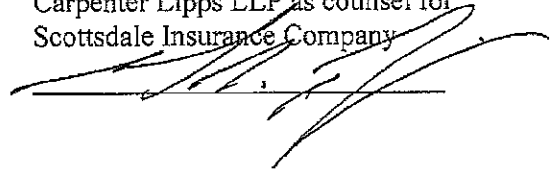
Scottsdale Insurance Company

\_\_\_\_\_  
Geoff Borger

AVP Casualty Claims- E&S and Specialty

DATED: July 30, 2025

Carpenter Lipps LLP as counsel for  
Scottsdale Insurance Company

\_\_\_\_\_  


DATED: July \_\_, 2025

Phelps Dunbar LLP as counsel for  
Scottsdale Insurance Company

\_\_\_\_\_

DATED: July \_\_, 2025

Scottsdale Insurance Company

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Geoff Berger

AVP Casualty Claims- E&S and Specialty

DATED: July \_\_, 2025

Carpenter Lipps LLP as counsel for  
Scottsdale Insurance Company

DATED: July 30, 2025

Phelps Dunbar LLP as counsel for  
Scottsdale Insurance Company

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Tucker T. Bourne (La. Bar 37039)

Tucker T. Bourne

**EXHIBIT A**  
**PRELIMINARY APPROVAL ORDER**

**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**

**[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 Agreement between Plaintiff Anne Cannon (individually and as class representative) and the Settlement Class Members (collectively "Plaintiffs"), and Defendant Scottsdale Insurance Company ("Scottsdale"). The proposed Settlement Agreement involves 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 Agreement addresses and resolves the Plaintiffs' and Settlement Class Members' claims against Scottsdale 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 Agreement does not address or resolve the Plaintiffs' and Settlement Class Members' claims against any other defendant or insurer. After reviewing Plaintiffs' unopposed 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 Agreement and the definition of words and terms contained therein are incorporated by reference in this Order.
2. The Settlement Agreement is 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 Notice as presented in the Motion, 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 \_\_\_\_\_, 2025 at \_\_\_\_\_[time] 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; and
  - d. To rule upon such other matters as the Court may deem appropriate.
5. All requests to opt out of the proposed Settlement must be submitted in writing to

Class Counsel and must be postmarked no later than \_\_\_\_\_, 2025. Any request to opt out of the Settlement 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 Settlement or be bound by this Settlement Agreement. 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 Agreement.

6. Class Members may submit an objection to the proposed Settlement. For an Objection to be valid, it must be filed with the Court, and mailed to Class Counsel and counsel for Defendant no later than \_\_\_\_\_, 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, 24<sup>th</sup> 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.

7. All Settlement Class Members shall be bound by all determinations and judgments in this Action concerning the Settlement Agreement, including, but not limited to, the Release provided for in the Settlement Agreement, whether favorable or unfavorable, except those who timely and validly request exclusion from the Settlement. The persons and entities who timely and validly request exclusion from the Settlement Class will be excluded from the Settlement Class and shall not have rights under the Settlement Agreement, shall not be entitled to any of the Settlement benefits, and shall not be bound by the Settlement Agreement or any Final Approval Order as to Scottsdale in this Action.

8. Pending final determination of whether the Settlement Agreement 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.

9. If for any reason the Settlement Agreement terminates, 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 Agreement had never been reached or proposed to the Court.

10. 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 Settlement. The Court may approve the Settlement, with such modification as may be agreed to by the Parties or as ordered by the Court, without further notice to the Settlement Class.

Gretna, Louisiana, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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**JUDGE**

**EXHIBIT B**  
**FINAL APPROVAL ORDER**



**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**

**[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

**NOW, BEFORE THIS COURT**, is Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement ("Motion"). The Court has reviewed the Motion, and having held a Final Approval Hearing on \_\_\_\_\_, 2025 and considered all matters submitted to it at the Final Approval Hearing, this Court grants the Motion and concludes that the Settlement is fair, reasonable, and adequate.

**IT IS HEREBY ORDERED THAT:**

1. The Settlement Agreement and the definition of words and terms contained therein are incorporated by reference in this Order. The terms of this Court's 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 Agreement is the product of arm's-length settlement negotiations between the Plaintiffs and Class Counsel, and Scottsdale 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 Agreement and this Order.

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

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 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 Agreement 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.

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 Agreement. 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 Agreement and the Release contained therein becomes effective. This Release 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 Agreement, this Order, and this Court's authority to effectuate the Settlement Agreement, and is ordered in aid of this Court's jurisdiction and to protect its judgments.

12. The Settlement Agreement (including, without limitation, its 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, or of the truth of any of the claims asserted by Plaintiffs in the Action. Further, the Settlement Agreement and any and all negotiations, documents, and discussions associated with it, will not be deemed or construed to be an admission by Scottsdale 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 Agreement, and all acts performed or documents executed pursuant to or related to the Settlement Agreement: (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 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 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 Agreement 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 Agreement, the Preliminary Approval Order, and/or this Order.

13. If for any reason the Settlement Agreement terminates, 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 Agreement had never been reached or proposed to the Court.

14. In the event that any provision of the Settlement Agreement or this Order is asserted by Scottsdale 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 Agreement, this Order and this Court's authority to effectuate the Settlement Agreement, and are ordered in aid of this Court's jurisdiction and to protect its judgment.

15. Any disbursements from the Settlement Fund, 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. The Court retains jurisdiction of all matters relating to the interpretation,

administration, implementation, effectuation, and enforcement of the Settlement Agreement.

Gretna, Louisiana, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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**JUDGE**

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

NO. 839-979

DIVISION "H"

MICHAEL O'DWYER, AVRA O'DWYER AND 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, LLC, BURLINGTON INSURANCE COMPANY,  
GREENWICH INSURANCE COMPANY, FEDERAL INSURANCE COMPANY,  
INTERSTATE FIRE & CASUALTY INSURANCE COMPANY, COLONY INSURANCE  
COMPANY, SCOTTSDALE INSURANCE COMPANY, EVANSTON INSURANCE  
COMPANY, AND OLD REPUBLIC INSURANCE COMPANY

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

\_\_\_\_\_  
DEPUTY CLERK

**GASQUET SETTLEMENT AGREEMENT AND RELEASE**

This *Gasquet* Settlement Agreement and Release (the "Settlement Agreement") is entered into by and between named plaintiff Anne Cannon ("Named Plaintiff and/or Class Representative"), and the Settlement Class Members (as defined below), (collectively "Plaintiffs"), on the one hand, and, on the other hand, Evanston Insurance Company ("Evanston"). Plaintiffs and Evanston are referred to collectively in this Settlement Agreement as the "Parties."

**I. RECITALS**

1.1 Plaintiffs and Settlement Class Members are condominium unit owners who allege that, on or about August 29, 2021, Hurricane Ida caused damage to the Metairie Towers Condominiums ("Metairie Towers") located at 401 Metairie Road in Metairie, Louisiana.

1.2 On April 21, 2023, Plaintiffs filed their original Class Action Petition For Damages alleging that defendant Metairie Towers Condominium Association and its Board of Directors (collectively, the "MTCA") failed to maintain adequate insurance, mismanaged insurance proceeds, repairs, restoration, and made misrepresentations to unit owners. Plaintiffs further alleged that defendant property manager GNO Property Management, LLC ("GNO") and others mismanaged the remediation and repair efforts at Metairie Towers. The original Petition also asserts claims against several insurance companies as direct-action defendants pursuant to Louisiana Revised Statutes section 22:1269.

1.3 In addition to the original Petition, Plaintiffs have filed First, Second, Third and Fourth Supplemental Petitions (collectively, the "Action") adding or changing the named plaintiffs and adding various other defendant insurance companies, including Evanston.

1.4 Evanston has issued two policies that are at issue in this case: (a) Evanston Commercial General Liability Policy No. 3AA587803 issued to GNO for the period July 29, 2022 to July 29, 2023; and (b) Evanston Commercial General Liability Policy No. 3AA694900 issued to GNO for the period July 29, 2023 to July 29, 2024 (collectively the "Evanston Policies").

1.5 On July 31, 2024, the District Court issued a Judgment certifying a class under La. C.C.P. Art. 591(B)(3).

1.6 In its Judgment, the District Court further appointed named plaintiff Anne Cannon as class representative.

1.7 On March 31, 2025, the District Court issued a Judgment granting summary judgment in favor of Evanston. The District Court also issued its Written Reasons For Judgment on March 31, 2025.



1.8 On May 5, 2025, the District Court entered an Amended Judgment granting summary judgment in favor of Evanston and dismissing all claims against Evanston, with prejudice.

1.9 On May 12, 2025, Plaintiffs filed a Motion and Order for Devolutive Appeal regarding the District Court's decision to grant Evanston's Motions For Summary Judgment and to enter the Amended Judgment.

1.10 On June 18, 2025, the Fifth Circuit Court of Appeal for the State of Louisiana issued a decision affirming the District Court's July 31, 2024 Judgment certifying the class.

1.11 The Action has been actively litigated, and the Parties now wish to resolve all claims asserted in the Action. This Settlement Agreement resulted from good faith, arms'-length settlement negotiations, and Class Counsel (defined below) believe that this Settlement Agreement is fair, reasonable, adequate and in the best interests of the Class. The Settlement Agreement is entered into by the Parties (Plaintiffs, the Settlement Class Members and Evanston) and does not apply to any defendants in the Action other than Evanston, with the Parties acknowledging and agreeing that Plaintiffs and the Settlement Class Members are fully reserving all their rights and existing claims against all other defendants and their insurers, included but not limited to any other insurer(s) of GNO, except to the extent provided for in Section IX (9.5) of this Agreement.

1.12 The Settlement contemplated by this Settlement Agreement is subject to preliminary approval and final approval by the Court, as set forth herein. This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and settle the Released Claims (defined below), upon and subject to the terms and conditions hereof.

## II. DEFINITIONS

2.1 “Action” means the Petition and all Supplemental Petitions filed by Plaintiffs in the 24th Judicial District for the Parish of Jefferson, State of Louisiana captioned *Avra O’Dwyer, et al. v. Metairie Towers Condominium Association, Inc., et al.*, Case No. 839-979.

2.2 “Agreement” or “Settlement Agreement” or “Settlement” means this *Gasquet* Settlement Agreement and Release between Plaintiffs, the Settlement Class Members, and Evanston, and each and every exhibit attached hereto.

2.3 “Certified Class” means the following class certified by the Court in its July 31, 2024 Judgment:

a) 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; and

b) All condominium owners, at Metairie Towers Condominium complex located at 401 Metairie Road, 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.

2.4 “Class Counsel” means the following attorneys and their law firms appointed as class counsel by the Court in its July 31, 2024 Judgment:

- a. George B. Recile of Chehardy, Sherman, Williams, Recile & Hayes;
- b. Kevin O. Larman and Shannon Frese of Kirkendall Dwyer, LLP;
- c. Eric J. O’Bell of O’Bell Law Firm, LLC.

2.5 “Class Period” means from August 29, 2021 through April 21, 2023.

2.6 “Class Representative” means Plaintiff Anne Cannon.

2.7 “Court” means the 24th Judicial District for the Parish of Jefferson, State of Louisiana.

2.8 “Effective Date” means the date when the Final Approval Order has become final (as described in Section VIII below).

2.9 “Final Approval Hearing” means the hearing held by the Court to determine whether to finally approve the Settlement set forth in this Settlement Agreement as fair, reasonable, and adequate.

2.10 “Final Approval Order” means the order to be submitted to the Court in connection with the Final Approval Hearing and in substantially the form attached as Exhibit B.

2.11 “Non-Settling Insurers” means those insurance companies that insure GNO and all other defendants, for any liability of any kind arising from or related to the Released Claims, including but not limited to those insurers named as defendants in the Action. Non-Settling Insurers does not include Evanston.

2.12 “Notice” means the notice to be provided to Settlement Class Members as set forth in Section V.

2.13 “Objection Deadline” means August 25, 2025, or a date as ordered by the Court.

2.14 “Opt-Out Deadline” means August 25, 2025, or a date as ordered by the Court.

2.15 “Preliminary Approval Order” means the Order the Court enters in connection with the Motion for Preliminary Approval and in substantially the form attached as Exhibit A.

2.16 “Released Claims” means and includes any and all claims, causes of action, demands, rights or liabilities for damages, in contract, in tort, under any statute or regulation, and/or derived directly or indirectly from any statute, or claims under federal, state, local or other laws, including, but not limited to claims for extra-contractual damages, exemplary (punitive)

damages, policy or premium proceeds, consequential losses or damages, interest, equitable relief, declaratory relief, injunctive relief (however described or defined), known or unknown, fixed or contingent, that the Releasing Parties now have asserted or will assert in the Action, could have asserted, or may in the future assert and referring or relating in any way to the Evanston Policies. The Parties acknowledge and agree that Plaintiffs and Settlement Class Members are reserving their rights to pursue recovery from any other insurer, guarantor, warrantor, or any other entity or person, except as stated in Section IX (9.5) of this Agreement, which are potentially liable to the Plaintiffs and/or Settlement Class Members. "Released Claims" also includes any and all claims and demands, actions and causes of action, damages, expenses, court costs, penalties, breach of contract, bad faith or extracontractual damages and attorney fees, including under Louisiana Revised Statutes sections 22:1892 and 22:1973, property damage and compensation of any kind or nature whatsoever, against Evanston.

2.17 "Released Parties" means Evanston, and each of its respective past, present, and future parents, subsidiaries, affiliated companies, corporations, and independent contractor agents, including Markel Service Incorporated as claim service manager for Evanston Insurance Company, and each of their respective past, present, and future directors, officers, managers, employees, general partners, limited partners, principals, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors, divisions, joint ventures, assigns, or related entities, and each of their respective executors, successors, assigns, and legal representatives.

2.18 "Releasing Parties" means the Plaintiffs, all Settlement Class Members, Class Counsel, and any person or entity claiming by or through him/her/it/them, including any person or entity claiming to be his/her/its/their spouse, parent, child, heir, guardian, associate, co-owner,

attorney, agent, administrator, devisee, predecessor, successor, assignee, representative of any kind, shareholder, partner, director, employee or affiliate.

2.19 "Request for Exclusion" means the written submission submitted by a Settlement Class Member to opt out of the Settlement consistent with the terms of this Agreement and subject to the Opt-Out Deadline.

2.20 "Evanston" means Evanston Insurance Company.

2.21 "Evanston Policies" means: (1) Evanston Commercial General Liability Policy No. 3AA587803 issued to GNO for the period July 29, 2022 to July 29, 2023; and (2) Evanston Commercial General Liability Policy No. 3AA694900 issued to GNO for the period July 29, 2023 to July 29, 2024.

2.22 "Settlement Amount" means the Fifty Thousand Dollars (\$50,000.00) non-reversionary sum that Evanston will pay to settle this Action and obtain a release of all Released Claims in favor of the Released Parties.

2.23 "Settlement Class" or "Settlement Class Members" means Plaintiffs and those additional persons who are members of the Certified Class, and who do not submit a timely and valid Request for Exclusion from this Settlement.

2.24 "Settlement Fund" means the escrow account to be established and maintained by the Court Approved Disbursing Agent acting in cooperation and coordination with Class Counsel on behalf of the Settlement Class and into which Evanston will pay the Settlement Amount in accordance with Section 3.1 below.

### **III. SETTLEMENT TERMS AND BENEFITS TO THE SETTLEMENT CLASS**

3.1 Settlement Fund. Evanston will pay the Settlement Amount into the Settlement Fund within twenty (20) business days after the Effective Date. Class Counsel will provide all necessary identification numbers and forms required by Evanston to facilitate such payment.

Evanston has no obligation under this Settlement Agreement to pay any amounts in excess of the Settlement Amount.

3.2 Payments to the Settlement Class. Class Counsel shall be responsible for administering the Settlement Fund and distributing payments to Settlement Class Members in accordance with a plan to be approved by the Court. The Settlement Class Members shall only be entitled to payments from the Settlement Fund and shall not be entitled to any other payment or relief from Evanston or the Released Parties.

3.3 Attorneys' Fees, Expenses, Incentive Awards, And Other Costs Or Payments. Evanston shall have no responsibility, financial obligation or liability for any fees, expenses, costs, incentive awards or payments, whether to Class Counsel, Plaintiffs, the Class Representative, or any other person or entity. Any and all such fees, expenses, costs, awards or payments shall be paid out of the Settlement Fund but only upon application by Class Counsel and approval by the Court. This Settlement Agreement, however, is not dependent or conditioned upon the Court's approving Class Counsel's requests for such payments. In the event the Court declines Class Counsel's requests or awards less than the amounts sought, this Settlement Agreement will continue to be effective and enforceable by the Parties.

#### **IV. PRELIMINARY APPROVAL**

4.1 Order of Preliminary Approval. As soon as practicable after the execution of this Agreement, and no later than July 29, 2025, or such date the Court may order, Plaintiffs will move the Court for entry of a Preliminary Approval Order in the form attached as Exhibit A. Pursuant to the Motion for Preliminary Approval, the Plaintiffs will request that:

- a. the Court preliminarily approve the Settlement and this Agreement as fair, adequate, and reasonable, and within the reasonable range of possible final approval;

- b. the Court approve the forms of Notice and find that the proposed notice program constitutes the best notice practicable under the circumstances, and satisfies due process and La. C.C.P. Art. 592(B)(1) and 594(A)(2);
- c. the Court set the date and time for the Final Approval Hearing, which may be continued by the Court from time to time without the necessity of further notice, and the Opt-Out Deadline and the Objection Deadline; and
- d. the Court preliminarily enjoin any Settlement Class Member from bringing any new alleged action or attempting to amend an existing action to assert any Released Claims.

## **V. NOTICES**

5.1 Class Notice. Class Counsel shall provide Class Notice to all Settlement Class Members following entry of the Preliminary Approval Order and no later than August 1, 2025, or such date the Court may order. Class Notice will be distributed in a form and manner approved by the Court as part of the Preliminary Approval Order. Class Counsel shall provide Evanston with a list of the names and addresses of Settlement Class Members to whom the Class Notice was provided.

## **VI. OPT-OUTS AND OBJECTIONS**

6.1 Opting Out of the Settlement. Any members of the Settlement Class who wish to exclude themselves from the Settlement Class must advise Class Counsel by providing a written Request for Exclusion, and such opt out request must be postmarked and/or delivered no later than the Opt-Out Deadline. Class Counsel will provide Evanston with copies of each Request for Exclusion it receives, and will provide a list of each Settlement Class Member who timely and validly opted out of the Settlement in its declaration filed with the Court, as required by Section 7.1. Settlement Class Members who do not properly and timely submit a Request for Exclusion will be bound by this Agreement and the Final Approval Order, including the releases in Section IX below.

a. In the Request for Exclusion, the Settlement Class Member must state his or her full name, address, and must state that he or she wishes to be excluded from the Settlement.

b. Any member of the Settlement Class who submits a valid and timely Request for Exclusion will not be a Settlement Class Member, will not receive any compensation under this Agreement, and will not be bound by the terms of this Agreement.

6.2 Objections. Any Settlement Class Member who intends to object to the fairness of this Settlement must file a written Objection with the Court, and serve a copy of the Objection on Class Counsel and Evanston, by the Objection Deadline.

a. In the written Objection, the Settlement Class Member must state his or her full name, address, must identify any lawyer who has been retained to represent the Settlement Class Member, must state the reasons for his or her Objection, and whether he or she intends to appear at the Final Approval Hearing on his or her own behalf or through counsel. Any documents supporting the Objection must also be attached to the Objection.

b. The Parties will have the right to depose any objector to assess whether the objector has standing or motives that are inconsistent with the interests of the Class.

6.3 Final Approval Hearing. Any Settlement Class Member who has timely filed an Objection may appear at the Final Approval Hearing, either in person or through an attorney hired at the Settlement Class Member's own expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the Settlement.

6.4 Waiver Of Objections. Any Settlement Class Member who does not file a timely Objection in accordance with this Section waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to this Settlement. Settlement Class Members who object to this Settlement shall remain Settlement Class Members,



and have voluntarily waived their rights to pursue an independent remedy against the Released Parties and, if the Settlement receives final approval, will have their claims released and shall be forever bound by the Court's Final Approval Order. To the extent any Settlement Class Member(s) objects to the Settlement, and such objection is overruled in whole or in part, such Settlement Class Member(s) will have their claims released and shall be forever bound by the final approval of the Settlement.

## **VII. FINAL APPROVAL AND JUDGMENT ORDER**

7.1 Motion For Final Approval. Assuming all other conditions precedent to the Settlement have been satisfied, no later than fourteen (14) calendar days prior to the Final Approval Hearing:

- a. Class Counsel will request that the Court enter the Final Approval Order in substantially the form attached as Exhibit B, with Class Counsel filing a memorandum of points and authorities in support of the motion;
- b. Class Counsel and/or Evanston may file a memorandum addressing any Objections submitted to the Settlement Agreement; and
- c. Class Counsel will file with the Court a list of the persons who properly and timely excluded themselves from the Settlement Class.

7.2 Final Approval Hearing. At the Final Approval Hearing, the Court will consider and determine whether the provisions of this Agreement should be approved, whether the Settlement should be finally approved as fair, reasonable, and adequate, whether any Objections to the Settlement should be overruled, and whether a judgment finally approving the Settlement should be entered.

7.3 Final Approval Order. This Agreement is subject to and conditioned upon the issuance by the Court of the Final Approval Order that grants final approval of this Agreement and enters a final judgment in the form attached hereto as Exhibit B and:

a. finds that the Notice provided satisfies the requirements of due process and La. C.C.P. Art. 592(B)(1) and 594(A)(2);

b. finds that Settlement Class Members have been adequately represented by the Class Representative and Class Counsel;

c. finds that the Settlement Agreement is fair, reasonable, and adequate with respect to the Settlement Class, that each Settlement Class Member will be bound by this Agreement, including the releases and covenant not to sue in Section IX, and that this Settlement Agreement should be and is approved;

d. dismisses on the merits and with prejudice all claims of the Settlement Class Members and all current and former plaintiffs asserted in the Action against Evanston;

e. permanently enjoins each and every Settlement Class Member and all current and former plaintiffs in this Action from bringing, joining, or continuing to prosecute any Released Claims against Evanston or any Released Parties; and,

f. retains continuing jurisdiction for the specific purpose of any suit, action, proceeding or dispute arising out of or relating to this Settlement Agreement.

#### **VIII. FINAL JUDGMENT**

8.1 Final Judgment and Effective Date. The judgment entered at the Final Approval Hearing will be deemed final and shall have an Effective Date:

a. Thirty (30) calendar days after entry of the judgment giving final approval to the Settlement if no document is filed within that time seeking appeal, review, or rehearing of the judgment; or

b. If any such document is filed, then five (5) business days after the date upon which all appeals periods have run and/or other proceedings resulting from such document have been finally terminated in such a manner as to permit the judgment to take effect in substantially the form described in Section 7.1.

## **IX. RELEASE OF CLAIMS**

9.1 Released Claims. Upon the Effective Date and without any further action by the Court or by any party to this Settlement, the Releasing Parties for good and sufficient consideration, the receipt and adequacy of which is acknowledged, shall be deemed to, and shall, in fact, have remised, released and forever discharged any and all Released Claims, which they, or any of them, had or has or may in the future have or claim to have against any of the Released Parties. This Release shall be interpreted to the fullest extent of res judicata and/or collateral estoppel principles.

9.2 Waiver of Unknown Claims. Without limiting the foregoing, the Releasing Parties hereby expressly acknowledge certain principles of law applicable in some states provide that a general release does not extend to claims (including claims related to unknown or future injuries) that a person does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her may have materially affected his or her settlement with the Released Parties. Notwithstanding such principles of law (statute, regulation, or common law) that may apply, the Releasing Parties hereby agree and acknowledge that any such claims (including claims related to unknown or future injuries) are hereby knowingly and voluntarily released, waived and relinquished by them.

In connection with such waivers and relinquishment, Plaintiffs and the Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject

matter of the Settlement, but that it is their intention to release fully, finally, and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the releases of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts. The Releasing Parties agree and acknowledge that this provision is an essential term of the Agreement, and that the waiver and relinquishment is fair, reasonable, and is being made knowingly, voluntarily, and with all information necessary for the waiver and relinquishment.

9.3 Covenant Not To Sue. Plaintiffs agree and covenant, and each Settlement Class Member will be deemed to have agreed and covenanted, not to sue any of the Released Parties with respect to any of the Released Claims, or otherwise to assist others in doing so, and agree to be forever barred from doing so, in any court of law or equity, or any other forum. In further consideration of the Settlement, the Releasing Parties do hereby bind and obligate themselves, as well as their assigns to protect, defend, indemnify and hold harmless the Released Parties from any and all claims, demands or causes of action relating to the Released Claims, which may be asserted against them in the future by any of the Releasing Parties.

9.4 Representations of Class Counsel. Class Counsel represent and warrant that they are not currently working on and have no present intention to work on, or solicit any client to sue on, any Released Claim against the Released Parties relating in any way to the allegations in the Action.

9.5 RESERVATION OF RIGHTS - Gasquet. Pursuant to *Gasquet v. Commercial Union Ins. Co.*, 391 So. 2d 466 (La. App. 4th Cir. 1980), and other cases that recognize the rights of injured parties to settle claims with insureds and insurers, with the reservation of rights to pursue claims against other potential insurers:

a. The Releasing Parties agree to release GNO from uninsured liability arising from the Released Claims while fully reserving their rights and existing claims against GNO, but as a nominal defendant only, pursuant to *Gasquet* and to the extent necessary to pursue a claim against any insurer other than Evanston that may provide insurance coverage to these parties for the actions alleged in the Action.

b. The Released Parties and Releasing Parties agree that this settlement in no way discharges, interferes with, or purports to limit any obligations or any duty to cooperate with any insurer pursuant to the terms of any other insurance policy.

c. GNO will remain only as a "nominal defendant" in the Action, which may be liable only to the extent necessary to trigger coverage under the insurance polic(y/ies) issued by Non-Settling Insurers for liability arising from the Released Claims. The Releasing Parties agree that any judgment rendered against GNO will not be personally enforceable and will not be executed against GNO. Instead, any such judgment shall be executed only against the Non-Settling Insurers, to the extent such claims are insured by the Non-Settling Insurers.

d. Without limiting the foregoing, and for the avoidance of doubt, the Releasing Parties may not collect upon any judgment rendered against GNO except to the extent of and against any insurance coverage provided by the insurance polic(y/ies) issued by Non-Settling Insurers. If a judgment is rendered against GNO, there shall be a credit in favor of GNO and its insurers consistent with *Gasquet*.

e. All Parties acknowledge that this Agreement is executed in reliance upon the precedent of *Gasquet*. For the avoidance of doubt, it is the express intention of the Parties that this Agreement shall not waive, alter, or diminish the Releasing Parties' right to seek damages from the Non-Settling Insurers under any insurance polic(y/ies) potentially insuring GNO for the

Released Claims. The Releasing Parties forever renounce and waive any future legal action, including but not limited to, recording any judgment, garnishment of wages, judgment debtor rules, filing of liens, or any other actions taken in an attempt to collect or force payment of any judgment against GNO for any liability of any kind arising from the Released Claims. The Released Parties shall be permitted to plead this Agreement in defense of any such collection action, and shall be awarded all attorney fees and costs arising out of any action taken to defend or reverse any collection action taken by or on behalf of the Releasing Parties against the Released Parties.

f. The Parties acknowledge and agree that Plaintiffs are reserving their rights as to any claims not raised in this Action relating to the “second water event,” occurring on or about September 28, 2021 that Plaintiffs may have and that are the subject of other currently pending 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.” Evanston maintains that the Evanston Policies do not provide insurance coverage for said claims. The Parties agree that nothing in this Settlement Agreement shall limit Evanston’s ability or right to argue that the District Court’s March 31, 2025 Written Reasons For Judgment and May 5, 2025 Amended Judgment granting summary judgment in favor of Evanston have binding and preclusive effect against any claims brought by Plaintiffs, the Settlement Class Members, and any other persons or entities in this and any other litigation.

## **X. TERMINATION OF AGREEMENT**

10.1 Either Plaintiffs or Evanston May Terminate the Agreement. Prior to Evanston’s payment of the Settlement Amount, Plaintiffs and Evanston will each have the right to unilaterally terminate this Agreement by providing written notice of his, her, their, or its election to do so

("Termination Notice") to all other Parties hereto within ten (10) business days of any of the following occurrences:

a. the Court rejects, denies approval, disapproves, or modifies the Settlement Agreement, or any portion of the Settlement Agreement, including, but not limited to, the terms of the Settlement Class relief, the provisions relating to notice, the definition of the Settlement Class, and the Released Claims;

b. an appellate court reverses, denies approval, disapproves, or modifies the Final Approval Order or the Settlement Agreement, or any portion of the Final Approval Order or the Settlement Agreement and the Settlement Agreement is not fully reinstated on remand;

c. the Effective Date does not occur;

d. more than ten (10) valid opt-outs are received;

e. any action by Settlement Class Members asserting Released Claims (other than by Settlement Class Members who submit a valid exclusion request form) is allowed to be prosecuted by another court, notwithstanding this Settlement Agreement and the orders provided for herein; or

f. any financial obligation in this Action by the Court, or on appeal in this Action, is imposed upon Evanston in addition to and/or greater than those specifically accepted by Evanston in this Settlement Agreement.

10.2 Revert to Status Quo If Plaintiffs or Evanston Terminates. If either Plaintiffs or Evanston terminate this Agreement as provided in Section X, the Agreement will be of no force and effect and the Parties' rights and defenses will be restored, without prejudice, to their respective positions as if this Agreement had never been executed, and any orders entered by the Court in connection with this Agreement will be vacated. If the Settlement Agreement is not

approved by the Court, Evanston and Plaintiffs, in their discretion, may terminate the Settlement Agreement and revert to the status quo ante prior to the Settlement.

#### **XI. NO ADMISSION OF LIABILITY**

11.1 No Admission Of Liability. Evanston, for itself and on behalf of GNO, denies any liability or wrongdoing of any kind associated with the alleged claims in the Action. Evanston has denied and continues to deny each, and every material factual allegation and all claims asserted against them in the Action, including all claims for insurance coverage. Nothing herein will constitute an admission of wrongdoing or liability, any waiver of any policy provision or admission of insurance coverage, or of the truth of any allegations in the Action. Nothing herein will constitute an admission by Evanston that the Action is properly brought on a class or representative basis, or that classes may be certified, other than for settlement purposes. To this end, the Settlement of the Action, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of the Settlement: (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 Evanston or GNO 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 Evanston or GNO in any civil, criminal, or administrative proceeding in any court, arbitration forum, administrative agency, or other tribunal; (iii) are not and will not be deemed to be, a waiver of any policy provision or admission of insurance coverage; and (iv) 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.

11.2 No Admissibility. Pursuant to Louisiana Code of Evidence article 408 and any similar provisions under federal law or the laws of any state, neither this Agreement nor any related



documents filed or created in connection with this Agreement will be admissible in evidence in any proceeding, except as necessary to approve, interpret, or enforce this Agreement.

## **XII. MISCELLANEOUS**

12.1 Entire Agreement. This Agreement, including the exhibits hereto, constitutes the entire agreement between the Parties. No representations, warranties, or inducements have been made to any of the Parties, other than those representations, warranties, and inducements contained in this Agreement.

12.2 Governing Law. This Agreement will be governed by the laws of the state of Louisiana.

12.3 Jurisdiction. The Court will retain continuing and exclusive jurisdiction over the Parties to this Agreement, including the Plaintiffs and all Settlement Class Members, for purposes of the administration and enforcement of this Agreement.

12.4 No Construction Against Drafter. This Agreement was drafted jointly by the Parties and, in construing and interpreting this Agreement, no provision of this Agreement will be construed or interpreted against any party based upon the contention that this Agreement or a portion of it was purportedly drafted or prepared by that party.

12.5 Resolution of Disputes. The Parties will cooperate in good faith in the administration of this Settlement and agree to use their best efforts to promptly file a Motion for Preliminary Approval with the Court and to take any other actions required to effectuate this Settlement. Any unresolved dispute regarding the administration of this Agreement will be decided by the Court or by a mediator upon agreement of the Parties.

12.6 Counterparts. This Agreement may be signed in counterparts and the separate signature pages executed by the Parties and their counsel may be combined to create a document binding on all of the Parties and together will constitute one and the same instrument.

12.7 Time Periods. The time periods and dates described herein are subject to Court approval and may be modified upon order of the Court or written stipulation of the Parties.

12.8 Authority. Each person executing this Settlement Agreement on behalf of any of the Parties hereto represents that such person has the authority to so execute this Agreement.

12.9 No Oral Modifications. This Agreement may not be amended, modified, altered, or otherwise changed in any manner, except by a writing signed by all of the duly authorized agents of Evanston and Plaintiffs, and approved by the Court.

12.10 Notices. Unless otherwise stated herein, any notice to the Parties required or provided for under this Agreement must be in writing and must be sent by electronic mail and certified mail or hand delivery, as follows:

If to Class Counsel:

c/o CHEHARDY, SHERMAN, WILLIAMS,  
RECILE & HAYES  
GEORGE B. RECILE, Bar No.: 11414  
1 Galleria Blvd., Suite 1100  
Metairie, Louisiana 70001  
Telephone No.: (504) 830-4100  
E-Mail: [gbr@chehardy.com](mailto:gbr@chehardy.com)

Lead Plaintiffs' Class Counsel

If to Evanston:

c/o Frilot LLC  
Kathleen P. Rice  
Danica B. Denny  
Daniel E. Schwank  
1100 Poydras Street, Suite 3700  
New Orleans, LA 70163  
[krice@frilot.com](mailto:krice@frilot.com)  
[ddenny@frilot.com](mailto:ddenny@frilot.com)  
[dschwank@frilot.com](mailto:dschwank@frilot.com)  
*As Counsel for Evanston*

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed, dated as of July \_\_, 2025.

DATED: July \_\_, 2025

Plaintiff/Class Representative Anne Cannon,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED: July \_\_, 2025

George B. Recile of Chehardy, Sherman,  
Williams, Recile & Hayes

George B. Recile / w/ co

DATED: July 31<sup>st</sup>, 2025

Kevin O. Larmann of Kirkendall Dwyer,  
LLP

Kevin Larmann / w/ co

DATED: July 31<sup>st</sup>, 2025

Eric J. O'Bell of O'Bell Law Firm, LLC

[Signature]

DATED: July 31<sup>st</sup>, 2025

Evanston Insurance Company

Kathleen P. Rice  
Counsel of Record

**If you owned a condominium at Metairie Towers Condominium complex located at 401 Metairie Road, Metairie, Louisiana 70005 continuously from August 29, 2021 through April 21, 2023 and/or you bought a condominium at Metairie Towers after August 29, 2021 and owned until April 21, 2023, you could receive monetary benefits from a partial class action settlement.**

*A court authorized the attached notice. This is not a solicitation from a lawyer.*

- A proposed partial class action settlement has been reached between Plaintiffs' Class Counsel and several of the insurers for Metairie Towers Condo Association and GNO Property Management regarding the alleged misuse, mismanagement and loss of insurance proceeds recovered by Metairie Towers Condominium Association as a result of Hurricane Ida and a second subsequent water damage event on September 28, 2021. The plaintiffs in the class action have alleged that the defendants' actions involving the mishandling of Metairie Towers ("Property") following these events, caused the wasting and/or mismanagement of insurance proceeds and defendants are responsible for resulting damages to unit owners.
- You may be part of the proposed partial class action settlement if you owned a condo unit at Metairie Towers continually from August 29, 2021 through April 21, 2023 and/or you acquired ownership of a condo unit after August 29, 2021 through April 21, 2023. Excluded from the class are unit owners who were members of the board of directors of Metairie Towers Condominium Association during this time period.
- The proposed partial class action settlement is valued at \$650,000.00 and provides compensation for the wasting and/or mismanagement of insurance proceeds by defendants. **This is a partial settlement and does not end the litigation.**
- The settling defendant insurers are Scottsdale Insurance Company, Evanston Insurance Company and Interstate Fire & Casualty Company (the "Settling Defendants"). Plaintiffs' Class Counsel is still pursuing remaining insurers of the defendants for additional amounts.
- Your legal rights are affected whether you act or don't act and you have choices to make, so please read this notice carefully

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**QUESTIONS? CALL 1-504-231-9513, OR VISIT  
WWW.METAIRIETOWERSCLASSACTION.COM**



- These rights and options — and the deadlines to exercise them — are explained in the notice. To exclude yourself, you must act before \_\_\_\_\_, 2025.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>Submit a Claim Form</b>	The only way to get a payment or benefits.
<b>Object</b>	Write to the Court about why you don't like the settlement.
<b>Go to a Hearing</b>	Ask to speak in Court about the settlement.
<b>Do Nothing</b>	If you do nothing you will get no payment (unless you submit a claim form). You also give up rights to file a lawsuit against the Settling Defendants for the claims covered by the partial class action settlement.
<b>Exclude Yourself</b>	You will get no payment from the partial class settlement. You will need to file a lawsuit against the Settling Defendants and other defendants in order to protect your rights.
<b>Deadlines</b>	Submit a claim by: _____, 2025 Exclude Yourself by: _____, 2025 Object by: _____, 2025

- The Court in charge of this case still has not decided whether to approve the proposed partial class action settlement. Payments will be made if the Court approves the proposed partial class action settlement and after any appeals are resolved. Please be patient.

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**QUESTIONS? CALL 1-504-231-9513, OR VISIT  
WWW.METAIRIETOWERSCLASSACTION.COM**

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QUESTIONS? CALL 1-504-231-9513, OR VISIT  
WWW.METAIRIETOWERSCLASSACTION.COM



# BASIC INFORMATION

## 1. Why has this notice been issued?

The Court has authorized and sent you this notice because you have a right to know about a proposed partial class action settlement, and about all of your options, before the Court decides whether to approve the proposed partial settlement. If the Court approves the partial settlement and after objections and appeals are resolved, a claims administrator appointed by the Court will make payments that the proposed partial settlement allows. You will be informed of the progress of the proposed partial settlement.

This package explains the lawsuit, the proposed partial settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

Judge Donald “Chick” Foret of the 24<sup>th</sup> Judicial District Court for the State of Louisiana is in charge of this case. The case is styled as *Anne Cannon, Individually, and on behalf of all others similarly situated versus Metairie Towers Condominium Association, Inc., Metairie Towers Board of Directors, Through its individuals members, Ron Carter, Betty Miles, Ellyn Meirer, Carolyn Diaz, Jennifer Fagan, Mary Kay Zahn & Anne Babst, Strategic Claims Consultants, LLC, GNO Property Management, LLC, Burlington Insurance Company, Greenwich Insurance Company, Federal Insurance Company, Interstate Fire & Casualty Company, Colony Insurance Company, Scottsdale Insurance Company, Evanston Insurance Company, Old Republic Insurance Company, and ACE Property and Casualty Insurance Company.*

## 2. What is this lawsuit about?

The Plaintiffs claim that they suffered damages due to the mismanagement and wasting of the insurance proceeds by the defendants, which resulting in the failure to rebuild Metairie Towers. This Class Action arises out of the events following Hurricane Ida and a subsequent second water event on September 28, 2021, which both caused substantial damage to Metairie Towers, involving the “mishandling of the property, procurement of insurance, insurance claims, insurance proceeds, remediation, repairs and restoration” of Metairie Towers by Metairie Towers Condominium Association (“MTCA”) and the Board in conjunction with its property management company, GNO Property Management, L.L.C. (“GNO”), and its public adjusting company designated by the Board as trustee of the insurance funds, Strategic Claims Consultants, LLC (“Strategic”). For a full description of all allegations you can review the Plaintiffs’ Class Action Petitions and Plaintiffs’ Motion and Memorandum in Support of Class Certification posted at [www.metairietowersclassaction.com](http://www.metairietowersclassaction.com)

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**QUESTIONS? CALL 1-504-231-9513, OR VISIT  
WWW.METAIRIETOWERSCLASSACTION.COM**

The plaintiffs claim that the defendants' action caused the wasting and/or mismanagement of the insurance proceeds that were recovered by the MTCA, which totaled approximately forty-five (45) million dollars, and resulted in insufficient funds available to repair Metairie Towers. The defendants deny that they did anything wrong or that they are otherwise responsible for any damage that the plaintiffs may have suffered. The Court has not decided who is right.

### 3. What is a class action?

In a class action lawsuit, one or more people like you, called Class Representatives (see, Question 5 below, "Who are the class representatives?"), sue on behalf of people who have similar claims. All of these people together are a "Class" or "Class Members." The people who sued -- and all other Class Members like them -- are called the Plaintiffs. The parties are suing -- Metairie Towers Board of Directors and the other defendants listed above, including Metairie Towers Board of Directors, Through its individuals members, Ron Carter, Betty Miles, Ellyn Meirer, Carolyn Diaz, Jennifer Fagan, Mary Kay Zahn & Anne Babst, Strategic Claims Consultants, LLC, GNO Property Management, LLC, Burlington Insurance Company, Greenwich Insurance Company, Federal Insurance Company, Interstate Fire & Casualty Company, Colony Insurance Company, Scottsdale Insurance Company, Evanston Insurance Company, Old Republic Insurance Company, and ACE Property and Casualty Insurance Company-- are called Defendants. One court resolved the issues for all Class Members, except for those who exclude themselves from the Class.

### 4. Why is there a proposed partial settlement?

The Court did not decide in favor of Plaintiffs or the non-settling defendants. The Court previously has ruled in favor of Scottsdale Insurance Company and Evanston Insurance Company, holding that these insurers do not have any liability to Plaintiffs. Plaintiffs have appealed those rulings and the Settling Defendants now wish to settle all claims, including the pending appeals. This is only a partial class settlement with three (3) of the insurers for MTCA and GNO. There is a dispute as to whether these three (3) settling insurance companies actually provide insurance coverage for the claims asserted in this lawsuit. The defendants involved in the partial settlement have decided to avoid further litigation and expense to reach a resolution by paying a combined total of \$650,000.00 into a settlement fund. The proposed settlement does not mean that any of the settling defendants did anything wrong. Plaintiffs, Class Counsel and the Class Representative believe that the partial settlement is in the best interest for all Class Members, given the circumstances of the case. **The partial settlement does not end the litigation as to the non-settling defendants.**

## Who is In the Proposed Settlement

To see if you will get money from this partial settlement, you first have to decide if you are a Class Member.

### 5. How do I know if I am part of the proposed partial class action settlement?

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**QUESTIONS? CALL 1-504-231-9513, OR VISIT  
WWW.METAIRIETOWERSCLASSACTION.COM**



Generally, you may be included in the proposed Partial Class Action Settlement if you owned a condo unit at Metairie Towers continually from August 29, 2021 through April 21, 2023 or you acquired ownership of a condo unit after August 29, 2021 through April 21, 2023. Excluded from the class are unit owners who were members of the board of directors of Metairie Towers Condominium Association during this time period.

#### 6. I'm still not sure if I am included?

If you are still not sure whether you are included, you can ask for free help. You can contact a member of the Plaintiffs' Class Counsel or go to [www.metairietowersclassaction.com](http://www.metairietowersclassaction.com) for more information. Or you can fill out and return the claim form described in question 10, to see if you qualify.

## The Partial Settlement Benefits – What You Get

#### 8. What does the proposed partial settlement provide and how do I get a payment?

Several insurers for MTCA and GNO, including Interstate Fire & Casualty Company, ("IFCC"), Evanston Insurance Company ("Evanston"), and Scottsdale Insurance Company, ("Scottsdale"), collectively referred to herein as "Settling Defendants" have agreed to pay a combined total of \$650,000.00 into a settlement fund for the benefit of the Class. After attorneys fees, costs, expenses and the Class Representative award is paid, the remaining settlement funds will be distributed to eligible claimants who file a timely proof of claim form in the following manner. Eligible claimants will receive a pro rata monetary allocation from the settlement fund for each unit they owned in Metairie Towers during the class settlement period. Two bedroom units will be compensated at a thirty five percent (35%) higher rate than a one bedroom unit. **This partial settlement does not end the litigation as to the non-settling defendants.** This is a partial settlement and MTCA and GNO will remain as nominal defendants but IFCC, Evanston and Scottsdale will be released from any further liability and or payments. Plaintiffs are reserving their rights to pursue all other insurers of MTCA and GNO.

To qualify for payment, you must send in a valid claim form. A claim form is attached to this Notice. You may also get a claim form at [www.metairietowersclassaction.com](http://www.metairietowersclassaction.com). You can also call Plaintiffs' Class Counsel at 504-456-8677 to request a form. Read the instructions carefully, fill out the form sign it, have it notarized and mail it postmarked no later than \_\_\_\_\_.

#### 9. How much will be payment be?

Your share of the fund will depend on the number of valid claim forms that Class Members send in and your specific claim, including how many units you owned and whether you owned a one or a two bedroom unit. The Court will appoint a Claims Administrator to review all claims and make a recommendation on how much money each participating Class Member should receive.

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**QUESTIONS? CALL 1-504-231-9513, OR VISIT  
WWW.METAIRIETOWERSCLASSACTION.COM**

#### **10. When would I get my payment?**

The Court will hold a hearing on \_\_\_\_\_, 2025 at \_\_\_\_\_ to decide whether to approve the proposed partial settlement. If Judge Foret approves the proposed settlement, after that, there may be appeals. Its always uncertain when these appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone who sends in a claim form will be informed of the progress of the settlement. Please be patient.

#### **11. What am I giving up to get a payment or stay in the Class?**

Unless you exclude yourself, and/or opt-out, you are staying in the class and that means you can't sue, continue to sue, or be part of any other lawsuit against the settling defendant insurers for MTCA and GNO. It also means that all of the Court's orders will apply to you and legally bind you. IF you sign the claim form, you will agree to a partial Release of Claims, attached to the claim form, which describes exactly the legal claims you give up, and all of your other claims are reserved. This partial settlement does not end the litigation and Plaintiffs Class Counsel are continuing to litigate on behalf of the Class.

### **Excluding Yourself From the Partial Settlement**

#### **12. How do I get out of the proposed partial class settlement?**

To exclude yourself from the settlement, you must send an exclusion (opt-out) form by mail saying that you want to be excluded. Be sure to include your name, address, telephone number, date of birth and your signature. You must mail your exclusion request postmarked no later than \_\_\_\_\_, 2025 to:

Metairie Towers Class Action Exclusion  
c/o O'Bell Law Firm, LLC  
3500 North Hullen Street  
Metairie, LA 70002

If you ask to be excluded, you will not get any settlement payment, and you cannot object to the partial settlement. You will not be legally bound by anything that happens in this proposed partial settlement. You may be able to sue (or continue to sue) the released parties in the future for the claims asserted in the class action regarding the alleged misuse, mismanagement and loss of insurance proceeds recovered by Metairie Towers Condominium Association as a result of Hurricane Ida and a second subsequent water damage event on September 28, 2021.

You may obtain an exclusion opt-out form at the website [www.metairietowersclassaction.com](http://www.metairietowersclassaction.com), by calling -xxx-xxxx, or by writing Metairie Towers Litigation Class Counsel, 3500 North Hullen Street, Metairie LA 70002. Among other things, the exclusion opt out form will require you name, address, last four digits of your social security number, and/or tax ID number, date of birth, telephone number,

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**QUESTIONS? CALL 1-504-231-9513, OR VISIT  
WWW.METAIRIETOWERSCLASSACTION.COM**

and signature. Your lawyer cannot sign an exclusion request for you, and you cannot exclude a class or group of Class Members. You can't ask to be excluded on the phone or at the website.

**13. If I don't exclude myself, can I sue the settling insurers, MTCA and GNO for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue the settling insurers and MTCA and GNO for the claims that this partial settlement resolves. If you have a pending lawsuit, speak to your own lawyer in that case immediately. You must exclude yourself from *this* Class to continue your own lawsuit. If you do exclude yourself, and have not filed a lawsuit against the defendants, you may need to do so immediately or you may lose your rights to sue. Remember the exclusion deadline is \_\_\_\_\_.

**14. If I exclude myself, can I get money from this settlement?**

No. If you exclude yourself, do not send in a claim form to ask for any money. But, you may be able to sue, continue to sue, or be part of a different lawsuit against the defendants.

## **The Lawyers Representing You**

**15. Do I have a lawyer in this case?**

Yes, the Court has appointed the following lawyers to represent Class Members as "Class Counsel":

George B. Recile  
Chehardy, Sherman, Williams  
Recile & Hayes  
1 Galleria Blvd., Suite 1100  
Metairie, Louisiana 70001

Eric J. O'Bell  
O'Bell Law Firm, LLC  
3500 North Hullen Street  
Metairie, LA 70002

Kevin O. Larman  
Shannon M. Freese  
Kirkendall Dwyer, LLP  
2424 Edenborn Ave.  
Metairie, Louisiana 70001

These lawyers are called "Class Counsel". You will not be separately charged for these lawyers.

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**QUESTIONS? CALL 1-504-231-9513, OR VISIT  
WWW.METAIRIETOWERSCLASSACTION.COM**



You do not need to hire your own lawyer, because Class Counsel are working on your behalf. But, if you want your own lawyer to represent you and appear in court for you, you can hire your own lawyer and you will have to pay that lawyer yourself and at your own expense.

#### **16. How will Class Counsel lawyers be paid?**

Class Counsel will ask the Court to approve payment of 35.00% of the amount of the proposed \$650,000.00 settlement fund and also for reimbursement of all case related expenses. Class Counsel will also ask the Court for payment of \$2,500.00 to Class Representative Anne Cannon for her services as Class Representative. The attorneys' fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the proposed settlement. The Court may award less than the amounts requested. The Claims Administrator expenses will also be deducted from the Settlement Fund. These amounts will reduce the \$650,000.00 available for Class Members. Defendants have agreed not to oppose these requests for fees and expenses.

### **OBJECTING TO THE SETTLEMENT**

You can tell the Court that you don't agree with the settlement or some part of it.

#### **17. How do I tell the Court that I don't like the proposed settlement?**

If you're a Class Member, you can object to the proposed settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object and if you are represented by a lawyer. Be sure to include your name, address, telephone number, your signature, and the reasons you object to the proposed settlement. Mail the objection to these three different places postmarked no later than \_\_\_\_\_

COURT	CLASS COUNSEL	DEFENSE COUNSEL
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#### **18. What's the difference between objecting and excluding?**

Objecting is simply telling the Court that you don't like something about the proposed settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you and you will not receive any payment from the proposed settlement.

### **THE COURT'S FAIRNESS HEARING**

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**QUESTIONS? CALL 1-504-231-9513, OR VISIT  
WWW.METAIRIETOWERSCLASSACTION.COM**

The Court will hold a hearing to decide whether to approve the proposed settlement. You may attend and you may ask to speak, but you don't have to.

**19. When and where will the Court decide whether to approve the proposed settlement?**

The Court will hold a Fairness Hearing on \_\_\_\_\_, 2025, at the 24<sup>th</sup> Judicial District Court, Parish of Jefferson, 200 Derbigny Street, Gretna, Louisiana in Courtroom Div. "H". At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Foret will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel. After the hearing, the Court will decide whether to approve the proposed settlement. We do not know how long these decisions will take.

**20. Do I have to come to the hearing?**

No. Class Counsel will answer questions Judge Foret may have about the fairness of the proposed settlement and the case. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

**21. May I speak at the hearing?**

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than \_\_\_\_\_, 2025, and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the three addresses provided in question 17. You cannot speak at the hearing if you excluded yourself.

## **IF YOU DO NOTHING**

**22. What happens if I do nothing at all?**

If you do nothing, you'll get no money from this settlement. But unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the settling defendants about the claims covered in the settlement, ever again.

**23. Are there more details about the proposed settlement?**

This notice summarizes the proposed partial settlement. More details are in a Stipulation of Settlement. You can get a copy of the Stipulation of Settlement by visiting

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**QUESTIONS? CALL 1-504-231-9513, OR VISIT  
WWW.METAIRIETOWERSCLASSACTION.COM**

www.metairietowersclassaction.com or calling 1-xxx-xxx-xxxx and asking that a copy be provided to you.

## GET MORE INFORMATION

### 24. How do I get more information?

You can call 1-xxx-xxx-xxxx toll free; write to Metairie Towers Class Counsel, c/o Eric J. O'Bell, 3500 North Hullen Street, Metairie, LA 70002; or visit the website at [www.metairietowersclassaction.com](http://www.metairietowersclassaction.com) where you will find the Stipulation of Settlement, answers to common questions about the proposed settlement, a claim form, plus other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

The record of this matter also is available for inspection in the offices of the Clerk of Court for the 24<sup>th</sup> Judicial District Court, Parish of Jefferson, 200 Derbigny Street, Suite 2100, Gretna, Louisiana during normal business hours. **Please do not call the Court or the Clerk of Court; they will not be able to give you any information or any advice concerning this lawsuit**

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QUESTIONS? CALL 1-504-231-9513, OR VISIT  
[WWW.METAIRIETOWERSCLASSACTION.COM](http://WWW.METAIRIETOWERSCLASSACTION.COM)



## LEGAL NOTICE

**If you owned a condominium at Metairie Towers Condominium complex located at 401 Metairie Road, Metairie, Louisiana 70005 from August 29, 2021 through April 21, 2023**

### **A Proposed Partial Class Action Settlement May Affect Your Rights**

#### **WHAT IS THIS ABOUT?**

A proposed partial class action settlement has been reached between Plaintiffs' Class Counsel and several of the insurers for defendants, Metairie Towers Condominium Association, Inc. (MTCA) and GNO Property Management (GNO) in a lawsuit currently pending in the 24<sup>th</sup> Judicial District Court for the Parish of Jefferson entitled *Anne Cannon, Individually and on behalf of all other similarly situated vs. Metairie Towers Condominium Association, Inc, et al*, Civil Action Number 839-979.

The lawsuit involves the wasting and misallocation of the insurance proceeds collected by the Metairie Towers Condo Association ("MTCA") from the Hurricane Ida settlement and the September 28, 2021 water damage event with the insurers for Metairie Towers. The plaintiffs in the lawsuit claim that they suffered damages because of the misuse, mismanagement and loss of insurance proceeds recovered by Metairie Towers Condominium Association, Inc. (MTCA) and other defendants as a result of Hurricane Ida and a second and subsequent water damage event on September 28, 2021. The plaintiffs claim that the defendants' actions, breaches of fiduciary duties and/or failures to act caused the wasting and/or mismanagement of the insurance proceeds and the defendants are legally responsible for any damages resulting therefrom. The defendants deny that they did anything wrong or that they are otherwise responsible for any damages that the plaintiffs may have suffered. **The Court has not decided who is right.**

#### **WHO'S INCLUDED?**

Generally, you may be included in the Partial Class Settlement if you owned a condo unit at Metairie Towers Condominium complex ("Metairie Towers") continually from August 29, 2021 through April 21, 2023. The Partial Proposed Settlement Class includes:

a. 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; and

b. All condominium owners at Metairie Towers Condominium complex located at 401 Metairie Road, 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.

You may not be eligible to participate in this Partial Class Settlement if you were a member of the board of directors of MTCA during this time period.

The detailed notice describes the proposed partial Class Settlement and claims more fully and explains exactly who may be included in the partial Class Settlement. For more information on the proposed partial Class Settlement go to the website [www.metairietowersclassaction.com](http://www.metairietowersclassaction.com).

#### **WHO REPRESENTS YOU?**

The Court has appointed several lawyers to represent Class members as "Class Counsel." Class Counsel are attorneys George Recile, Kevin Larmann, Eric O'Bell and Shannon Freese. You don't have to pay Class Counsel, or anyone else, to participate. Instead, if Class Counsel get any money or benefits for the Class, they will apply to the Court for payment

of their reasonable attorneys' fees and expenses. If the Court grants their request, Class Counsel fees and costs will be deducted from any money obtained for the Class or will be paid separately by the defendants. You do not need to hire your own lawyer to appear in court for you, but you can if you wish. If you hire your own lawyer, you will have to pay that lawyer yourself. Anne Cannon is the Class member that the Court appointed as a Class Representative. More information about Class Counsel and the Class Representative is in the detailed notice available as indicated below.

#### **WHAT DOES THE SETTLEMENT PROVIDE?**

Several insurers of the defendants have agreed to pay a combined total of \$650,000.00 into a settlement fund for the benefit of the Class. After fees, costs, expenses and the Class Representative award is paid, remaining settlement funds will be paid to eligible claimants in the following manner. Eligible claimants will receive a monetary allocation for each unit they owned in Metairie Towers during the class period. Two bedroom units will be paid at a thirty five percent (35%) higher rate than a one bed room unit. This is a partial settlement and the class members rights and fully reserved to pursue claims against all other insurers of defendants.

#### **WHAT ARE YOUR OPTIONS?**

If you don't want to be legally bound by the partial class action settlement, you must exclude yourself by \_\_\_\_\_ the Detailed Notice explains how to exclude yourself. The Court will hold a fairness hearing in this case known as *Anne Cannon, Individually and on behalf of all other similarly situated vs. Metairie Towers Condominium Association, Inc, et al*, Civil Action Number 839-979 on \_\_\_\_\_ 2025 at \_\_\_\_ a.m. to consider whether to approve the settlement. The Court will separately consider a request by Class Counsel for fees, costs and expenses to be paid out of the Settlement Fund. You may object to the settlement by \_\_\_\_\_, 2025. If you are a class member you have a right to object to the proposed settlement. You the right to tell the Judge why you think the partial settlement should or should not be approved. If the partial settlement becomes final, you will be legally bound by the partial settlement and unless you opted-out (excluded yourself), you won't be able to sue MTCA, GNO and/or any of the participating insurers about the claims covered by the settlement, ever again. If you decide to opt-out, you can't get money or benefits from this settlement.

#### **HOW CAN I GET MORE INFORMATION?**

If you have questions or want a detailed notice or an exclusion form, go to [www.metairietowersclassaction.com](http://www.metairietowersclassaction.com), write to Metairie Towers Litigation Class Counsel, 3500 North Hullen Street, Metairie, LA 70002 or call 504-231-9513. The website will also contain other information and documents regarding the lawsuit and your rights. **Please do not call the Court; the Court will not be able to give you any information or advice concerning this lawsuit.**



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