DONALD W. ABSHIRE, ET AL.	**19TH JUDICIAL DISTRICT COURT**
-versus-	**CIV. ACTION NO. 377713, SEC. 26**
THE STATE OF LOUISIANA, ET AL.	**EAST BATON ROUGE PARISH,**

CONSOLIDATED WITH

ARTHUR A. LEWIS, ET AL.	**19TH JUDICIAL DISTRICT COURT**
-versus-	**CIV. ACTION NO. 412265, SEC. 26**
THE STATE OF LOUISIANA, ET AL.	**EAST BATON ROUGE PARISH,**

MOTION BY ALL PARTIES FOR FINAL APPROVAL OF SETTLEMENT WITH INCORPORATED MEMORANDUM OF LAW

NOW INTO COURT, through undersigned counsel, come Robert Sparks, Jimmie Nelle Lewis, Patricia Dale DeWitt, Narcelle Lacombe, and Silvia Lemoine, individually and on behalf of the Class[1] ("Plaintiffs or the "Class"), the State of Louisiana by and through its Department of Insurance, Office of Risk Management, and Office of Financial Institutions (collectively, "State Defendants"), Admiral Insurance Company, Westchester Fire Insurance Company,[2] Lexington Insurance Company, National Union Fire Insurance Company of Pittsburgh, Pa., and American Excess Insurance Association and each of its members ("AEIA")[3] (collectively, "Insurance Defendants")[4] who collectively move this Court to: (i) grant final approval of all aspects of the December 13, 2018 Global Settlement Agreement entered by and between Plaintiffs, the State Defendants, and the Insurance Defendants (the "Settlement Agreement" or "Settlement") that was preliminarily approved on December 27, 2018; (ii) affirm the Plan of Allocation of Settlement Proceeds as previously proposed by Class Counsel; (iii) dismiss all claims in the above-captioned action against the Defendants with prejudice; and (v) grant further and other

[1] The "Class" is defined below.

[2] Pursuant to a Notice and Certification of Assumption, Westchester Fire Insurance Company assumed the rights and obligations of International Insurance, who originally issued an insurance policy to the State of Louisiana. International Insurance Company is included within the definition of "Defendants."

[3] As set forth in the Settlement Agreement, "AEIA" means American Excess Insurance Association and each of its members, which include and are limited to: (1) Travelers Casualty and Surety Company, formerly known as The Aetna Casualty and Surety Company; (2) American Home Assurance Company; (3) Continental Casualty Company; (4) Federal Insurance Company; (5) The Continental Insurance Company; (6) United States Fire Insurance Company; (7) General Star National Insurance Company; (8) The Home Insurance Company; (9) Insurance Company of North America; (10) Maryland Casualty Company; (11) NAC Reinsurance Company; (12) Royal Insurance Company of America; (13) The Travelers Indemnity Company; and (14) Zurich American Insurance Company, as successor in interest to Zurich Insurance Company, U.S. Branch.

[4] The State Defendants and the Insurance Defendants are collectively referred to herein as the "Defendants." All parties are collectively referred to herein as "Movants."

relief detailed in the body of this Motion by All Parties For Final Approval of Settlement with Incorporated Memorandum of Law ("Motion") and the prayer for relief. Plaintiffs intend to file a separate motion for approval of attorney's fees, reimbursement of costs and expenses, and payment of incentive awards to Class representatives. Pursuant to the provisions of the Agreement, any attorneys' fees, reimbursement of costs and expenses, and incentive awards to the Class representatives shall be paid solely from the Settlement Fund.

I. INTRODUCTION

Plaintiffs and Defendants have agreed to settle this Class Action[5] for the collective cash payment of $5.81 million to Plaintiffs and members of the Class in exchange for dismissal of this litigation, with prejudice, and certain releases (the "Settlement"). The parties have set forth the specific terms thereof in the Settlement Agreement, which Settlement this Court preliminarily approved on December 27, 2018. The parties now seek final approval of the Settlement from the Court.

As detailed below, the Settlement is a good recovery for the Class and should be approved by this Court as "fair, reasonable, and adequate." La. C.C.P. art. 594(B). While the lengthy procedural history of this case has been set forth in numerous prior pleadings, certain of this case's important and unique characteristics bear mention here.

---

[5] The previously-certified Class is defined as follows:

> All persons or entities in the United States who filed suit against the State of Louisiana and/or its Department of Insurance or Office of Financial Institutions for damages caused by the State's conduct in connection with the failure of Public Investors Life Insurance Company, Inc., and whose claim was consolidated into Civil Action No. 377,713 or No. 412,265 (captioned *Donald W. Abshire, et al., vs. The State of Louisiana, et al.*);
>
> All persons or entities in the United States who filed suit against the State of Louisiana and/or its Department of Insurance or Office of Financial Institutions for damages caused by the State's conduct in connection with the failure of Public Investors, Inc., and whose claim was consolidated into Civil Action No. 377,713 or No. 412,265 (captioned *Donald W. Abshire, et al., vs. The State of Louisiana, et al.*);
>
> All persons or entities in the United States who filed suit against the State of Louisiana and/or its Department of Insurance or Office of Financial Institutions for damages caused by the State's conduct in connection with the failure of Midwest Life Insurance Company, and whose claim was consolidated into Civil Action No. 377,713 or No. 412,265 (captioned *Donald W. Abshire, et al., vs. The State of Louisiana, et al.*);
>
> Excluded from the Class are any persons or entities to the extent their claims in Civil Action No. 377,713 or No. 412,265 have been resolved by a final, unappealable judgment, including those claims dismissed as a result of the rulings of the United States District Court, Western District of Louisiana, No. 06-1368.

Originally filed in December of 1991, this case is now in its 28th year. During this long history, it not only has been litigated in district and appellate courts in Louisiana, as well as the Louisiana Supreme Court, but it also has been litigated in the United States District Court for the Western District of Louisiana, the United States Fifth Circuit Court of Appeals, and the United States Supreme Court. At the inception of this case, many of the then individually named Plaintiffs were elderly, and a large number of them had lost their life savings and/or retirement savings in the collapse of the insurance companies at issue here. Over the course of the litigation, many Plaintiffs have become infirm or passed away.[6] The issues in this case are extremely complex, involving the collapse of several insurance companies in the late 1980s following the State's alleged failure to properly regulate them, which the State Defendants deny. As such, the length of this litigation, particularly combined with the extensive legal resources that have been invested in this case to date and the complexity of the issues involved, strongly support the resolution of this case through the Settlement. Absent the Settlement, this litigation would continue, resulting in additional expenditure of resources, including those associated with preparation for and litigation of a multi-week trial, with no assurance that the Class would achieve a better – or indeed, any – recovery.

II. ARGUMENT

A. Settlements of Class Actions Are Encouraged.

This Court should grant final approval of the Settlement for several reasons. As an initial matter, it is well-settled that courts favor and encourage settlements of lawsuits, including class actions. As stated by the First Circuit:

> We are cognizant that the law favors settlement, particularly in class actions and other complex cases where substantial judicial resources can be conserved by avoiding formal litigation. The parties may also gain significantly from avoiding the costs and risks of a lengthy and complex trial.... Furthermore, a settlement may represent the best method of distributing damage awards to injured plaintiffs, especially where litigation would delay and consume the available resources and where piecemeal settlement could result.

State v. Sprint Communications Co., L.P., 2003-1264 (La.App. 1 Cir. 10/29/04), 897 So.2d 85, 91 (citations omitted); *see also Orrill v. AIG, Inc.* 2009-0888 (La.App. 4 Cir. 4/21/10), 38 So.3d 457, 468 (Belsome, J. concurring), *citing* Kent A. Lambert, *Class Action Settlements in*

[6] As recognized by the First Circuit, "at the time this litigation began, many of the plaintiffs were elderly, and over the subsequent years, numerous plaintiffs have died or become incapacitated." *Abshire v. State ex rel. Dept. of Ins.*, 2012-0104 (La.App. 1 Cir. 12/18/13), 2013 WL 6712235, at *2.

Louisiana, 61 La. L.Rev. 89, 127 (2000) ("As an inevitable result, even one large class action suit ... can forestall justice to literally thousands of litigants in these over-burdened state trial courts, as well as consume an inordinate amount of appellate court resources. Accordingly, class action settlements are the preferred means for the resolution of legal disputes, as class action settlements offer obvious benefits to litigants and courts alike by providing a valuable mechanism for disposing of massive lawsuits that threaten to usurp huge amounts of resources and time.").

B. The Proposed Settlement is Fair, Reasonable, and Adequate.

1. The Settlement is Presumptively Fair.

"The public interest strongly favors the voluntary settlement of class actions." *In re Spill by Oil Rig Deepwater Horizon in Gulf of Mexico, on April 20, 2010*, (E.D. La. Dec. 2012), 910 F.Supp.2d 891, 930 (citations omitted). "Because the public interest strongly favors the voluntary settlement of class actions, there is a strong presumption in favor of finding the settlement fair, reasonable, and adequate." *Id.* at 930-31 (citations omitted).

2. Application of the *Girsch/Reed* Factors Supports Final Approval of the Settlement.

The Fourth Circuit has recognized the following six (6) factors set forth in *Reed v. General Motors Corporation* to "ensure that the settlement is in the interest of the class, does not unfairly impinge on the rights and interests of dissenters, and does not merely mantle oppression":

> (1) the existence of fraud or collusion behind the settlement; (2) the complexity, expense, and likely duration of the litigation; (3) the stage of the proceedings and the amount of discovery completed; (4) the probability of plaintiffs' success on the merits; (5) the range of possible recovery; and (6) the opinions of the class counsel, class representatives, and absent class members.

Orrill, 38 So.3d at 470 (Belsome, J., concurring), *citing Reed v. General Motors Corp.*, 703 F.2d 170, 172 (1983). The Fourth Circuit also recognized the nine (9) factors set forth in *Girsch v. Jepson*, which factors are often cited in class actions, for assessing the fairness of a proposed settlement:

> (1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible

> recovery; (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.

Orrill, 38 So.3d at 470 (Belsome, J., concurring), *citing Girsch v. Jepson*, 521 F.2d 153, 156 (3d Cir. 1975). "The decision of whether to approve a proposed settlement of a class action is left to the sound discretion of the district court." *Girsch*, 521 F.2d at 156.

Most of the *Reed* factors are included within the *Girsch* factors, with the exception of the first factor, the existence of fraud or collusion behind the settlement.[7] As discussed in detail below, after application of the nine *Girsch* factors and the additional *Reed* factor regarding fraud or collusion to the instant Settlement, it is clear that the Settlement is "fair, reasonable and adequate" and, therefore, should be approved.

a. The existence of fraud or collusion behind the settlement (*Reed* factor one).

As previously represented to this Court in the parties' motion for preliminary approval of the Settlement, the negotiations resulting in the Settlement Agreement were conducted through arms-length bargaining on all issues, including the extent of the compromise and the nature and extent of claimed damages, free of any collusion or inequitable treatment of particular Class members or discussion of attorneys' fees, and in accordance with each party's recognition of its relative risks and exposures and the utility of settlement in the best interests of its respective clients. Given that the Settlement was reached through arms-length negotiations by all parties, this factor supports approval of the Settlement.

b. The complexity, expense and likely duration of the litigation (*Girsch* factor one; *Reed* factor two).

This first *Girsch* factor "requires examination of the additional cost, in time, money and judicial resources, of continued litigation." *In re Remeron Direct Purchaser Antitrust Litigation*, No. Civ. 03-0085 FSH (D.N.J. Nov. 9, 2005), 2005 WL 3008808, at *4. As mentioned above, this case is now in its 28th year, has been litigated at all levels of state and federal courts, and involves the claims of over one thousand individuals. While the case to date has been extensively litigated, with fact discovery long complete and class status having been certified, a second round of expert reports and depositions, deposition designations and objections, exhibit

[7] The fourth *Reed* factor is the probability of plaintiffs' success on the merits. While the *Girsch* factors do not contain that specific factor, they do assess the risks of establishing liability (factor #4) and the risks of establishing damages (factor #5), which, collectively, assess the likelihood of success on the merits. Thus, in analyzing the factors below, only the *Girsch* factors on this issue are discussed.

list objections, all pre-trial motion practice and trial preparation, as well as a trial lasting multiple weeks, and inevitable appeals,[8] still remain. Further, as evidenced by the lengthy procedural history of this case, each motion likely will be strongly opposed, with all interlocutory appellate review options of any decisions thereabout fully exhausted.[9] Not only is this case complex procedurally, but the allegations in this case involve an intricate, complex scheme of deception involving shell companies, overvalued properties, and issuance of valueless financial instruments, to name a few, that all contributed in the ultimate syphoning of assets out of the companies at issue here, resulting in their collapse. By contrast, the Settlement provides the Class with immediate and definite relief without the delay, risk, and uncertainty of continued litigation. *See, e.g., Behrens v. Wometco Enters., Inc.*, 118 F.R.D. 534, 543 (S.D. Fla. 1988), *aff'd* 899 F.2d 21 (11th Cir. 1990) ("The law favors compromises in large part because they are often a speedy and efficient resolution of long, complex and expensive litigations."). Accordingly, analysis of this factor also supports approval of the Settlement.

c. The reaction of the class to the settlement (*Girsch* factor two; *Reed* factor six).

This second *Girsch* factor "attempts to gauge whether members of the class support the settlement." *In re Prudential Ins. Co. America Sales Practice Litig. Agent Actions*, 148 F.3d 283, 318 (3d Cir. 1998). First, all class representatives support the settlement and are pleased with the impending resolution of this case with terms that resulted in the settlement payment, which payment has already been received by Plaintiffs' Claims Manager. Second, upon certification of the class, and resolution of the appeal thereof in favor of maintaining the class, Plaintiffs issued an initial notice to class members notifying them not only that a class had been certified, but that a settlement in the aggregate amount of $5.81 million also had been reached; no one opted out of the class. In addition, to date, no Class Member has objected to any aspect of the Settlement.[10] This factor, therefore, also supports approval of the Settlement.

d. The stage of the proceedings and the amount of discovery completed (*Girsch* factor three; *Reed* factor three).

[8] The case has been the subject of three prior appeals to the First Circuit.
[9] There have been 29 prior writ applications to the First Circuit and the Louisiana Supreme Court.
[10] Settlement notices were mailed to the class on March 8, 2019. Any objections to the settlement must be submitted to the Court on or before April 5, 2019.

The third *Girsch* factor "captures the degree of case development that class counsel have accomplished prior to settlement. Through this lens, courts can determine whether counsel had an adequate appreciation of the merits of the case before negotiating." *In re Cendant Corp. Litig.*, 264 F.3d 201, 235 (3d Cir. 2001). Fact discovery in this case has long been completed, and all Counsel have a detailed understanding of its merits. Over the decades, the parties previously have engaged in mediation and settlement negotiations, to no avail. The latest, successful negotiation began over a year ago and follows the conclusion of appeals to this Court's certification of the Plaintiff class. At the time the parties reached an agreement, preparation for trial had begun and a scheduling order for all pre-trial work had been set. At this point, the Defendants are all extremely familiar with the strengths and weaknesses of the Class's claims, and the Plaintiff class is familiar with Defendants' defenses to those claims. Thus, given the stage at which the Settlement was negotiated and finalized, this factor strongly supports approval of the Settlement.

e. The risks of establishing liability (*Girsch* factor four; *Reed* factor four).

The fourth *Girsch* factor "examine[s] what the potential rewards (or downside) of litigation might have been had class counsel decided to litigate the claims rather than settle them. *Cendant*, 264 F.3d at 237 (citations and quotations omitted). There are two sets of Defendants in this case—the State Defendants, consisting of the Louisiana Office of Risk Management and the Department of Insurance and Office of Financial Institutions, and the Insurance Defendants, which companies issued excess insurance policies to the State during the periods when the alleged bad acts by the State actors occurred.

Both sets of Defendants have asserted defenses against liability. The State Defendants have argued, *inter alia*, that as State departments, they are entitled to discretionary immunity and that Plaintiffs' actions are derivative of those of the companies that actually sustained the losses. The Insurance Defendants have argued that their excess policies do not provide coverage for the actions here at issue for several reasons, including exceptions for fraudulent and intentional conduct and that excess coverage is provided only for personal injury or property damage, neither of which were suffered by Plaintiffs. Although Plaintiffs contend that they have evidence and argument to rebut these defenses, and there have been interlocutory rulings addressing some

of them, there remains the risk that Plaintiffs would not be able to successfully establish liability at trial and through appeal in light of these defenses. As such, analysis of this factor also supports approval of the Settlement.

f. The risks of establishing damages (*Girsch* factor five; *Reed* factor four).

"Like the fourth factor, this inquiry attempts to measure the expected value of litigating the action rather than settling it at the current time." *Cendant*, 264 F.3d at 238-39 (citations and quotations omitted). The damages in this case include the values of the instruments lost by the Plaintiffs when the insurance companies collapsed. The Parties have offered competing expert reports about the accuracy of the records of the companies at issue here, which provide the basis of Plaintiffs' valuations. In addition, the State Defendants contest the extent to which their conduct, in whole or in part, caused the Plaintiffs' alleged injuries and losses. In the face of these potential impediments to Plaintiffs' ability to establish the existence and amount of damages, analysis of this factor also weighs in favor of supporting approval of the Settlement.

g. The risks of maintaining the class action through the trial (*Girsch* factor six).

"Because the prospects for obtaining certification have a great impact on the range of recovery one can expect to reap from the class action...this factor measures the likelihood of obtaining and keeping a class certification if the action were to proceed to trial." *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 537 (3d Cir. 2004) (citation and quotations omitted). "A district court retains the authority to decertify or modify a class at any time during the litigation if it proves to be unmanageable." *Id.* (citation omitted). This Court issued an order on September 14, 2016 certifying the Plaintiff Class. This ruling was appealed to the First Circuit, which affirmed this Court's ruling on May 16, 2018. Writs were filed with the Supreme Court, and denied on October 8, 2018.

However, given the length and complex procedural history of this case—including an initial denial of class certification, which decision was overturned on appeal, with a second appeal taken on the grant of class certification—it would be presumptuous of the Parties to assume that trial would happen quickly and that nothing, including changes in the law, would occur to potentially challenge maintenance of this class action. The Parties, therefore, believe this factor weighs in favor of approval of the Settlement.

h. The ability of the defendants to withstand a greater judgment (*Girsch* factor seven).

"The seventh *Girsch* factor considers whether the defendants could withstand a judgment for an amount significantly greater than the settlement." *In re Warfarin*, 391 F.3d at 537-38 (citations and quotations omitted). While the Insurance Defendants could arguably withstand a greater judgment, there is no assurance that the losses at issue will be found to have occurred during policy periods and in appropriate excess amounts to trigger coverage of significantly greater amounts than are provided for in the settlement. Unlike the Insurance Defendants, the State of Louisiana faces a continuing budget crisis that limits its ability to fund substantial damages awards, as discussed in more detail in the following section. Given that this factor strongly affects the primary Defendants in this case, it weighs in favor of approval of the Settlement.

i. The range of reasonableness of the settlement fund in light of the best possible recovery and the range of reasonableness in light of all the attendant risks of litigation (*Girsch* factors eight and nine; *Reed* factor five).

"The last two *Girsch* factors evaluate whether the settlement represents a good value for a weak case or a poor value for a strong case.... In order to assess the reasonableness of a settlement in cases seeking primarily monetary relief, the present value of the damages plaintiffs would likely recover if successful, appropriately discounted for the risk of not prevailing, should be compared with the amount of the proposed settlement." *In re Warfarin*, 391 F.3d at 538 (citations and quotations omitted). This case is unique in that it is against the State of Louisiana, which requires legislative action approving payment of the judgment against the State. As a result, such action is often never taken despite the existence of the judgment.[11] Here, the Plaintiffs claim total losses, not accounting for interest, of approximately $13 million; thus, assuming Plaintiffs succeed in proving liability and causation with regard to the damages they claim, any damages award likely would be far in excess of $13 million, just accounting for monetary losses and judicial interest in a nearly twenty-eight-year-old case. As such, should

[11] *See, e.g.*, Caroline Grueskin, *Tangipahoa residents' lawsuit over I-12's role in flooding dealt blow by Louisiana's top court*, The Advocate, Nov. 8, 2017 ("After a judgement in state court, it is up to the Legislature to decide whether to pay out the money... A judgment against the state is unlike a normal civil judgment, where a person or company found at fault could have assets frozen and seized, until the balance is paid."); Steve Hardy, *Lawsuits target I-12 median wall, embankment flooding but getting state to pay is no sure bet*, The Advocate, Aug. 12, 2017 ("The reason residents have yet to see their money is simple: By law state courts can't force the state of Louisiana to pay its debt."); *Id.* ("That doesn't mean the state will abide by any rulings on damages, though. 'If they don't want to pay, you're not going to get paid,' Richards said.").

litigation proceed and Plaintiffs prevail and obtain a judgment much larger than this settlement provides, there is a very real chance that they would receive no payment from the State. As such, this factor weighs very strongly in favor of approval of the Settlement.

C. The Settlement Notice Provided to the Class Satisfies Due Process.

As explained by the First Circuit, "[t]he court is guided in its decision on notice by the Louisiana jurisprudence and federal and state due process requirements. When notice is necessary, due process requires that the notice be reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Ellis v. Georgia-Pacific Corp.*, 550 So.2d 1310, 1318 (La.App. 1 Cir. 10/11/89) (citations and quotations omitted).

On December 27, 2018, this Court preliminarily approved the class and found the same plan of notice for the initial notice of class certification, mailed September 28, 2018, satisfactory. Through that initial notice plan, Rust mailed 1,401 notices, with 132 returned as undeliverable. Forty-eight (48) notices were re-issued. In addition, a publication notice appeared in ten newspapers across the State, with four (4) appearances in the Alexandria newspaper and two (2) appearances in all others. This same notice plan was again implemented with the most recent set of notices regarding the Settlement.

This Court, by order dated December 27, 2018, in addition to preliminarily approving the Settlement, found that the proposed form of written notice for mailing to all known Class members and the summary notice for publication in newspapers around the state (collectively, "Settlement Notice"), as well as the proposed method of dissemination and publication of the Settlement Notice, satisfied the requirements of La. C.C.P. 594(A)(2) and due process. On March 8, 2019, Plaintiffs complied with the Court's December 27, 2018 Order by disseminating the notice for mailing to the Class and beginning the publication schedule of the summary notice. Accordingly, the Settlement Notice satisfied due process concerns. The Settlement Notices also provide for a period for Class members to object to the Settlement.

D. The Court Should Confirm the Plan of Allocation.

"When assessing proposed plans of allocation, courts use the same standard for determining whether to approve the settlement itself. In general, a plan of allocation that

reimburses class members based on the type and extent of their injuries is reasonable." *In re Flonase Antitrust Litig.*, 951 F.Supp.2d 739, 752 (E.D. Pa. 2013). In their Motion By All Parties For Preliminary Approval Of Settlement Agreement And Issuance Of Other Related Orders ("Preliminary Approval Motion"), the Parties stated:

> After the Settlement Agreement is finally approved, Class Counsel will move for Court approval of a detailed plan of allocation and distribution of the Settlement Fund whereby each Class member who submits a valid claim will receive a proportionate share of the Net Settlement Fund based on the value of the instrument(s) at issue in this litigation, as determined by Plaintiffs' accounting expert, Harold Asher of the accounting firm AsherMeyers, LLC in New Orleans, Louisiana, based on: (1) the policy and/or instrument documents; (2) the valuation of the policies and/or instruments by the Office of Receivership and court liquidation orders, and (3) any additional valuation information provided by Class members in connection with the submission of claims. The valuation of instruments at issue shall take into account any credits for liquidation and/or bankruptcy distributions and any other known payments.

In the order approving same, signed on December 21, 2018, this Court found that "[a]llocation and distribution of the settlement fund among the Class members who submit valid claims *pro rata* based on the net value of the instruments at issue in the litigation is fair and reasonable."

On or before the April 29, 2019 final approval hearing date, Plaintiffs intend to file a motion seeking approval of a detailed plan of administration of claims, which will provide procedures for Class Counsel and the claims administrator to approve, modify or reject claims, procedures for providing notices to class members of any rejection or modification, and procedures for challenges to the claims administrator's determinations. Accordingly, the parties request that the Court confirm the plan of allocation as generally described in the preliminary approval order of December 27, 2018, and order Class Counsel to file their motion for approval of a plan of administration on or before April 29, 2019.

III. CONCLUSION

For the reasons set forth above, Plaintiffs respectfully request that the Court enter the proposed Order and Final Judgment, which, *inter alia*, grants final approval to the Settlement pursuant to La. C.C.P. 594(B); finds that the Settlement Notice satisfied due process concerns, and confirms the Plan of Allocation; confirms that any attorneys' fees, reimbursement of costs and expenses, and incentive awards to the Class representatives shall be paid solely from the

Settlement Fund; and sets an April 29, 2019 deadline for Plaintiffs' motion for approval of a plan of administration.

Respectfully submitted by:

ODOM & DESROCHES, LLC

John Gregory Odom (Bar #1109)
Stuart E. Des Roches (Bar #21902)
Christopher T. Stow-Serge (Bar #34779)
Suite 2020, Poydras Center
650 Poydras Street
New Orleans, LA 70806
Tel: 504-522-0077

Co-Lead Class Counsel

DUNLAP FIORE, L.L.C.
Signed w/permission by C. STOW-SERGE

John B. Dunlap, III (Bar #19431)
Jennifer A. Fiore (Bar #28038)
Susan N. Eccles (Bar #29847)
6700 Jefferson Highway, Building 2
Baton Rouge, LA 70806
Tel: 225-282-0600

Counsel for the Louisiana Department of Insurance and the Office of Risk Management

SMITH SEGURA & RAPHAEL, LLP
Signed w/permission by C. STOW-SERGE

David P. Smith (Bar #12159)
David C. Raphael (Bar #22853)
Mittie J. Bolton (Bar #32523)
3600 Jackson Street, Suite 111
Alexandria, LA 71303
Tel: 318-445-4480

Co-Lead Class Counsel

EVERITT & LATHAM, L.L.C.
Signed w/permission by C. STOW-SERGE

David M. Latham (Bar #8121)
Keary L. Everitt (Bar #1353)
Marie G. Everitt (Bar #24407)
400 Poydras St., Suite 2107
New Orleans, LA 70130
Tel: 504-571-1901

On behalf of the State of Louisiana, Through the Office of Financial Institutions

HAILEY, McNAMARA, HALL, LARMANN & PAPALE, LLP
Signed w/Permission by C. STOW-SERGE

Michael J. Vondenstein (Bar #13116)
1 Galleria Blvd., Ste. 1400
Metairie, LA 70001
Tel: 504-836-6500

Counsel for Admiral Insurance Company

BLUE WILLIAMS, L.L.P.
Signed w/Permission by C. STOW-SERGE

Paul Palermo (Bar #19725)
Craig V. Sweeney (Bar #23954)
3421 N. Causeway Blvd., Ste 900
Metairie, LA 70002
Tel: 504-831-4091

SCHAFER & SCHAFER
Signed w/permission by C. STOW-SERGE

Rachal S. Kellogg (Bar #28234)
Timothy G. Schafer (Bar #8748)
328 Lafayette Street
New Orleans, LA 70130
Tel: 504-522-0011

Counsel for Westchester Fire Insurance Co.

LUGENBUHL, WHEATON, PECK, RANKIN & HUBBARD

Signed w/permission by C. Stow-Serge

Joseph P. Guichet (Bar #24441)
Pan-American Life Center, Ste. 2775
601 Poydras Street
New Orleans, LA 70130
Tel: 504-568-1990

Counsel for American Excess Insurance Association and all of its members

Counsel for Lexington Insurance Company

GEIGER, LABORDE & LAPEROUSE, LLC

Signed w/Permission by C. Stow-Serge

Robert I. Siegel (Bar #12063)
Tara Clement (Bar #27406)
One Shell Square
701 Poydras St., Ste. 4800
New Orleans, LA 70139
Tel: 504-561-0400

Counsel for National Union Fire Insurance Company of Pittsburgh, PA

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing has been served on all counsel of record via-mail/email transmission on this 21st day of March, 2019.

Christopher T. ~~Stow-Serge~~