

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION

GREAT AMERICAN INSURANCE COMPANY OF NEW YORK PLAINTIFF

V. CIVIL ACTION NO.1:06CV97 LTS-RHW

LOWRY DEVELOPMENT, LLC DEFENDANT

CONSOLIDATED WITH

LOWRY DEVELOPMENT, LLC PLAINTIFF

V. CIVIL ACTION NO. 1:06CV412 LTS-RHW

GREAT AMERICAN INSURANCE COMPANY
OF NEW YORK; GROVES & ASSOCIATES INSURANCE, INC.;;
and CRUMP INSURANCE SERVICES OF MEMPHIS, INC. DEFENDANTS

**FINAL JUDGMENT OF DISMISSAL WITH PREJUDICE AS TO ALL CLAIMS AND
COUNTERCLAIMS AGAINST GREAT AMERICAN INSURANCE COMPANY**

In accordance with the findings of the United States Court of Appeals for the Fifth Circuit, and the mandate issued on August 10, 2009, it is hereby

ORDERED and ADJUDGED

That the motion [358] of Great American Insurance Company for entry of an order of dismissal is **GRANTED**;

That this Court's October 30, 2007, order [252] and this Court's January 2, 2008, Judgment [335] are **VACATED** as they relate to the claims and the counterclaim of Lowry Development, LLC, against Great American Insurance Company;

That the declaratory relief requested by Great American Insurance Company in its original complaint is hereby **GRANTED**, and it is hereby **DECLARED and ADJUDGED** that Great American Insurance Company's renewal insurance policy issued in January, 2005, and in effect at the time of Hurricane Katrina, excluded wind damage coverage and did not provide coverage for the storm damage sustained by Lowry Development, LLC's buildings;

That the claims and counterclaim of Lowry Development, LLC, against Great American Insurance Company are hereby **DISMISSED WITH PREJUDICE**;

That there being no just reason for delay, Great American Insurance Company is hereby **DISMISSED** from this action pursuant to F.R.Civ.P. 54(b);

That those costs of appeal taxable in the District Court, consistent with Fed. R. App. P. 39(e) and those taxable court costs incurred in the District Court by Great American Insurance Company, consistent with 28 U.S.C. §1920, *et seq.*, are taxed to Lowry Development, LLC, and Lowry Development, LLC, shall reimburse those costs to Great American Insurance Company within 30 days after entry of the Bill of Costs by the Clerk of Court;

That the Court shall schedule a conference to determine how all remaining issues in the dispute between Lowry Development, LLC, and Groves & Associates Insurance, Inc., shall be resolved.

SO ORDERED and ADJUDGED this 10th day of September, 2009.

s/ L. T. Senter, Jr.
L. T. SENTER, JR.
SENIOR JUDGE