

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF LOUISIANA**

**IRIS CALOGERO, individually and  
on behalf of all others similarly  
situated, and  
MARGIE NELL RANDOLPH,  
individually and on behalf of all others  
similarly situated**

**v.**

**SHOWS, CALI & WALSH, LLP, a  
Louisiana limited liability  
partnership; MARY CATHERINE  
CALI, an individual; and JOHN C.  
WALSH, an individual**

**CIVIL ACTION**

**NO. 2:18-cv-06709**

**SECTION “M” DIVISION “3”**

**JUDGE: BARRY W. ASHE**

**MAGISTRATE JUDGE:**

**EVA J. DOSSIER**

---

**JOINT MOTION FOR PERMISSION TO FURTHER AMEND  
SETTLEMENT AGREEMENT**

NOW COME Plaintiffs Iris Calogero and Margie Nell Randolph, individually and on behalf of members of the certified class, and Defendants Shows, Cali & Walsh LLP, Mary Catherine Cali, and John C. Walsh, and move jointly pursuant to Rule 23 of the Federal Rules of Civil Procedure to revise the parties’ Settlement Agreement in order to adjust for the discovery of new class members and the higher-than-anticipated costs of administration, as shown more fully in the accompanying memorandum.

DATED: March 26, 2025

Respectfully Submitted by:

**Plaintiffs Iris Calogero and Margie Nell  
Randolph, and Members of the Certified Class,  
through Class Counsel:**

**Defendants Shows, Cali & Walsh, LLP, Mary  
Catherine Cali, and John C. Walsh, through  
Counsel:**

s/ Margaret E. Woodward

Margaret E. Woodward, T.A. (La. 13677)

Attorney at Law

1229 N. Tonti Street

New Orleans, Louisiana 70119

Tel: (504) 301-4333

Fax: (504) 301-4365

mewno@aol.com

*Class Counsel for Plaintiffs*

s/ David S. Daly

David S. Daly (La. 20774)

FRILLOT, LLC

1100 Poydras Street, Suite 3700

New Orleans, Louisiana 70163-3700

Tel (504) 599-8000

Fax (504) 599-8139

Email: DDaly@Frilot.com

*Counsel for Defendants*

*and*

Jennifer C. Deasy (La. 31696)

JENNIFER C. DEASY, LLC

1102 Robert Street

New Orleans, Louisiana 70115

Tel: (504) 259-1753

jd@jenniferdeasy.com

*Class Counsel for Plaintiffs*

*and*

Crystal S. McElrath (Ga. 277151)\*

Jamie Rush (Ga. 999887)\*

Kirsten Anderson (Fla. 17179)\*

SOUTHERN POVERTY LAW CENTER

150 E. Ponce de Leon Ave., Ste. 340

Decatur, Georgia 30030

Tel: (470)501-0913

Fax (404) 221-5857

crystal.mcelrath@splcenter.org

jamie.rush@splcenter.org

kirsten.anderson@splcenter.org

*\*Admitted Pro Hac Vice*

*Class Counsel for Plaintiffs*

*and* [additional counsel on following page]

Keren E. Gesund (La. 34397)

LAFLEUR & LABORDE, LLC

612 Andrew Higgins Blvd.

Suite 3001

New Orleans, Louisiana 70130

Tel: (504) 356-9056

Fax: (800) 983-3565

keren@lalalawfirm.com

*Class Counsel for Plaintiffs*

*and*

O. Randolph Bragg (Ill. 6221983)\*

300 N. State Street

Suite 5320

Chicago, Illinois 60654

Tel: (708) 774-4022

randbragg1@gmail.com

*\*Admitted Pro Hac Vice*

*Class Counsel for Plaintiffs*

**CERTIFICATE OF SERVICE**

I hereby certify that on this **26th** day of **March, 2025**, a copy of the above and foregoing was filed electronically with the Clerk of Court and all counsel of record using the CM/ECF system, and will be posted to the class website, [calogerosettlement@splcenter.org](mailto:calogerosettlement@splcenter.org).

*s/ Margaret E. Woodward*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF LOUISIANA**

**IRIS CALOGERO, individually and  
on behalf of all others similarly  
situated, and  
MARGIE NELL RANDOLPH,  
individually and on behalf of all others  
similarly situated**

**v.**

**SHOWS, CALI & WALSH, LLP, a  
Louisiana limited liability  
partnership; MARY CATHERINE  
CALI, an individual; and JOHN C.  
WALSH, an individual**

**CIVIL ACTION**

**NO. 2:18-cv-06709**

**SECTION “M” DIVISION “3”**

**JUDGE: BARRY W. ASHE**

**MAGISTRATE JUDGE:**

**EVA J. DOSSIER**

---

**MEMORANDUM IN SUPPORT OF JOINT MOTION TO MODIFY  
SETTLEMENT AGREEMENT**

This memorandum is respectfully submitted on behalf of Plaintiffs Iris Calogero and Margie Nell Randolph, individually and on behalf of members of the certified class, and Defendants Shows, Cali & Walsh LLP, Mary Catherine Cali, and John C. Walsh, in support of their joint motion for further modifications of the Settlement Agreement that was granted preliminary approval by this Court and in consideration of the issues addressed at the status conference conducted on March 18, 2025.

**I. During settlement administration, new class members have been discovered.**

When the Settlement Agreement was confected, the parties believed, based on Defendants’ research of their records, that subclasses 2 and 3 were comprised of a total of 3385 members and subclass 4 of a total of 230 members. Accordingly, Paragraph 9 of the Settlement Agreement states:

Defendants represent that the Umbrella class size does not exceed approximately

3385 persons, that subclasses 2 and 3 are the same size, and that subclass 4 includes 230 persons who are also members of subclass 2 or 3. There is no distinction, in terms of entitlement to damages, between the members of subclasses 2 and 3, and no added benefit for membership in both subclass 2 and 3. **Exhibit A** hereto lists the 3385 class members, who are members of subclasses 2 and 3; and **Exhibit B** lists the 230 members of subclass 4.

The parties calculated the recoveries for each class member based on those figures.

During administration of the settlement, Class Counsel and the Settlement Administrator, with some input from Defendants, determined that the classes were larger than originally tabulated. Currently, there are a total of 3468 class members (3238 in subclasses 2 and 3 alone, and 230 in subclass 4). Additionally, three individuals have opted out from subclasses 2 & 3, and they have been dropped from the award calculations, leaving a total of 3235 in subclasses 2 & 3. Therefore, the awards below have been figured from the corrected number of class members, which is:

Class Membership Type	Number of Members
Subclasses 2 & 3	3235
Subclass	230
<b>Total Size of Class</b>	<b>3465</b>

Obviously, it was a mistake to assume that the numbers would remain static and to incorporate each class member's award into the Settlement Agreement; but having done so and publicized the anticipated per-person awards, the parties now need the Court's approval for revisions that will properly allocate the available funds.

## **II. The recalculated awards to class members.**

Based on the newly-discovered numbers, the parties have recalculated the class members' anticipated recoveries. The amounts allocated class-wide for each element of damages have not been changed, only the distribution of the funds has been adjusted for award among the larger subclasses.

**A. Statutory damages.**

Paragraph 11A of the Settlement Agreement provides for statutory damages of \$75,000 for the entire class, apart from the Named Plaintiffs, Mmes. Calogero and Randolph, who were statutorily entitled to \$1,000 apiece. The remaining 3383<sup>\*1</sup> members of the total class, therefore, had been allocated \$22.17 apiece in statutory damages (1/3383rd of \$75,000). This award should now be spread among 3463 class members, for \$21.66 per person (1/3463rd of \$75,000).

**B. Damages for emotional distress.**

Paragraph 11B noted that \$1,179,775.31 in damages were negotiated for mental distress for the members of subclasses 2 and 3 (who were not in subclass 4). Plaintiff Calogero was to receive her full 1/3155th\* of that amount, or \$373.94. From the current class size, she is due 1/3235th of the award, or \$364.69. That amount should then be subtracted from the overall award, leaving a balance of \$1,179,410.61, which is to be reduced by 10%. The resulting \$1,061,469.55 should then be divided by 3234, yielding an award of \$328.22 for each member of this group.

For members of subclass 4, the “new” numbers are the same as the old, and the award set forth in Paragraph 11D remains the same:

The parties negotiated the amount of \$293,589.67 as damages for emotional distress of the 230 members of subclass 4. Ms. Randolph will receive her full allotment of \$1,276.47 (1/230th of \$293,589.67). The other 229 members of subclass 4 will share equally in \$263,081.88 (90% of the remaining \$292,313.20) – about \$1148.82 apiece.

**C. Reimbursement.**


---

<sup>1</sup> An asterisk marks the number of class members on which the original calculations were based.

Subclass 4 contains the only class members entitled to this element of relief.

Paragraph 11C of the Settlement Agreement states:

Defendants represent that 230 members of subclass 4 paid Defendants a combined total of \$473,687.81, as reflected on Exhibit B. Plaintiff Randolph, whose class membership is unquestioned, paid \$1500.00, which Defendants will reimburse to her in full as shown in Paragraph 10 above. Defendants will reimburse 90% of the remaining \$472,187.81, or \$424,969.02, to the other 229 members of subclass 4, prorated as 90% of the payments by them reflected on Exhibit B. Because each member of subclass 4 paid different amounts, each member will receive a different amount as reimbursement.

Due to an earlier miscount, the number of subclass 4 members remains at 230. However, two new members have in fact been added. Together, the new class members paid in an additional \$8701.25, of which they are entitled under the settlement to receive \$7831.12. That sum cannot be drawn from the \$424,969.02 fund negotiated for reimbursements without reducing the recoveries of other subclass 4 members. Rather than doing that, the parties propose to pay the additional reimbursement amounts out of *cy pres* funds, which, after the adjustment of the other damage awards, should be adequate to this purpose.

#### **D. Possible further changes.**

At this stage of the settlement administration, the numbers are not likely to change again, because the deadline for filing claims and opt-outs has passed. However, should this Court approve the Settlement Agreement and the requested recalculation of awards, and should the numbers change again before the awards go out, the parties seek approval to make proportional adjustments by the same methodology used above. If new class members somehow come to light after the checks are mailed and before the administration is completed, the parties propose to satisfy those members' claims from any available *cy pres* funds.

### **III. The recalculated costs of administration.**

Settlement administration has proved more difficult than anticipated, for a variety of



reasons. Both counsel and the Settlement Administrator, Settlement Services, Inc. (“SSI”), have expended considerably more time than expected answering questions about this complicated litigation, investigating claims, and resolving problems. For counsel, there is no going back over the amounts allocated for their fees; therefore, the compensation already allotted to them must cover their additional work. However, the parties are under contract with SSI for its work, and its charges must be paid in full; the parties will be billed according to the time SSI expends and the costs it incurs.

The Settlement Agreement budgeted an upper charge of \$40,000 for SSI’s work. *See*, Pars. 12, 18, and Exh. E. An interim statement of over \$26,000 expended thus far suggests that their final charges will exceed the budget. For example, the added number of class members alone has substantially increased the costs of each mailing. Plaintiffs’ counsel had agreed to pay any over-budget charges by SSI from their attorneys’ fee reserve, believing that they might have to defray as much as \$5,000 of administrative costs. The underestimate now appears to be considerably larger, however, and without knowing how much administration remains to be done, no reliable estimate can be had.

This motion derives from the parties’ concerns that the \$100,000 attorneys’ fee reserve might not be adequate to all the demands being placed on it by increased class numbers, attendant recoveries, and administrative costs. The above requests to make some small adjustments to the per-person recoveries would, if granted, redirect some of the originally anticipated *cy pres* funds provided in the parties’ Joint Motion for Approval of the Settlement Agreement to accommodate the unexpected awards. The parties now ask that the *cy pres* funds be applied also to any SSI charges in excess of the originally-budgeted \$40,000. If the *cy pres* monies are inadequate to that purpose, SSI’s remaining charges would still come from the

attorneys' fee reserve.

### **Conclusion**

In conclusion, the parties thank the Court for its assistance in dealing with the mathematical errors encountered during class administration, and for suggesting appropriate resolutions for the problems those errors created. This motion hews as closely to the spirit and intent of the original Settlement Agreement as the circumstances allow.

DATED: March 26, 2025

Respectfully Submitted by:

**Plaintiffs Iris Calogero and Margie Nell  
Randolph, and Members of the Certified Class,  
through Class Counsel:**

s/ Margaret E. Woodward

Margaret E. Woodward, T.A. (La. 13677)

Attorney at Law

1229 N. Tonti Street

New Orleans, Louisiana 70119

Tel: (504) 301-4333

Fax: (504) 301-4365

mewno@aol.com

*Class Counsel for Plaintiffs*

**Defendants Shows, Cali & Walsh, LLP, Mary  
Catherine Cali, and John C. Walsh, through  
Counsel:**

s/ David S. Daly

David S. Daly (La. 20774)

FRILLOT, LLC

1100 Poydras Street, Suite 3700

New Orleans, Louisiana 70163-3700

Tel (504) 599-8000

Fax (504) 599-8139

Email: DDaly@Frilot.com

*Counsel for Defendants*

*and*

Jennifer C. Deasy (La. 31696)

JENNIFER C. DEASY, LLC

1102 Robert Street

New Orleans, Louisiana 70115

Tel: (504) 259-1753

jd@jenniferdeasy.com

*Class Counsel for Plaintiffs*

and [additional counsel on following page]

Crystal S. McElrath (Ga. 277151)\*

Jamie Rush (Ga. 999887)\*

Kirsten Anderson (Fla. 17179)\*

SOUTHERN POVERTY LAW CENTER

150 E. Ponce de Leon Ave., Ste. 340

Decatur, Georgia 30030

Tel: (470)501-0913

Fax (404) 221-5857

crystal.mcelrath@splcenter.org

jamie.rush@splcenter.org

kirsten.anderson@splcenter.org

*\*Admitted Pro Hac Vice*

*Class Counsel for Plaintiffs*

and

Keren E. Gesund (La. 34397)

LAFLEUR & LABORDE, LLC

612 Andrew Higgins Blvd.

Suite 3001

New Orleans, Louisiana 70130

Tel: (504) 356-9056

Fax: (800) 983-3565

keren@lalalawfirm.com

*Class Counsel for Plaintiffs*

*and*

O. Randolph Bragg (Ill. 6221983)\*

300 N. State Street

Suite 5320

Chicago, Illinois 60654

Tel: (708) 774-4022

randbragg1@gmail.com

*\*Admitted Pro Hac Vice*

*Class Counsel for Plaintiffs*

**CERTIFICATE OF SERVICE**

I hereby certify that on this **26<sup>th</sup>** day of **March, 2025**, a copy of the above and foregoing was filed electronically with the Clerk of Court and all counsel of record using the CM/ECF system, and will be posted to the class website, [calogerosettlement@splcenter.org](mailto:calogerosettlement@splcenter.org).

*s/ Margaret E. Woodward*

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA**

**IRIS CALOGERO, *et al.***

**Plaintiffs**

**vs.**

**SHOWS, CALI & WALSH, LLP,  
*et al.***

**Defendants**

**CIVIL ACTION**

**NO. 2:18-cv-06709**

**SECTION “M” DIVISION “3”**

**JUDGE: BARRY W. ASHE**

**MAGISTRATE JUDGE:  
EVA J. DOSSIER**

**PROPOSED ORDER**

On the joint motion of Plaintiffs Iris Calogero and Margie Nell Randolph, individually and on behalf of members of the certified class, and Defendants Shows, Cali & Walsh LLP, Mary Catherine Cali, and John C. Walsh, for leave to amend their Settlement Agreement, and having considered the parties’ memoranda, the record, and the applicable law, and finding that the parties have established good ground for making the requested revisions,

**IT IS ORDERED** that the joint motion is GRANTED; and

**IT IS FURTHER ORDERED** that leave is hereby given to the parties to adjust the statutory damages and damages for emotional distress proportionally in accordance with the discovery of new class members, and that these proportional adjustments may continue so long as the class remains under administration;

**IT IS FURTHER ORDERED** that the parties may apply *cy pres* funds to the payment of reimbursement damages to newly-discovered members of sub-class 4, at the rates provided for by the Settlement Agreement; and

**IT IS FURTHER ORDERED** that the parties may apply *cy pres* funds to pay the reasonable charges of Settlement Services, Inc. in excess of \$40,000.00.

New Orleans, Louisiana, this \_\_\_\_\_ day of April, 2025.

---

**BARRY W. ASHE**  
UNITED STATES DISTRICT JUDGE

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF LOUISIANA**

**IRIS CALOGERO, individually and  
on behalf of all others similarly  
situated, and  
MARGIE NELL RANDOLPH,  
individually and on behalf of all others  
similarly situated**

**v.**

**SHOWS, CALI & WALSH, LLP, a  
Louisiana limited liability  
partnership; MARY CATHERINE  
CALI, an individual; and JOHN C.  
WALSH, an individual**

**CIVIL ACTION**

**NO. 2:18-cv-06709**

**SECTION “M” DIVISION “3”**

**JUDGE: BARRY W. ASHE**

**MAGISTRATE JUDGE:**

**EVA J. DOSSIER**

---

**NOTICE OF SUBMISSION**

**PLEASE TAKE NOTICE** that Plaintiffs Iris Calogero and Margie Nell Randolph, individually and on behalf of the certified class, and Defendants Shows, Cali & Walsh, LLP, Mary Catherine Cali, and John C. Walsh, will submit their Joint Motion for Permission to Further Amend Settlement Agreement to the Honorable Barry W. Ashe, United States District Court, Eastern District of Louisiana, 500 Poydras Street, Courtroom C351, New Orleans, LA 70130 at 10:00 a.m. on the **3rd** day of **April, 2025**, as previously set by this Court for final hearing on the Settlement Agreement (Rec. Doc. 296).

DATED: March 26, 2025

Respectfully Submitted by:

**Plaintiffs Iris Calogero and Margie Nell  
Randolph, and Members of the Certified Class,  
through Class Counsel:**

*s/ Margaret E. Woodward*

Margaret E. Woodward, T.A. (La. 13677)

Attorney at Law

1229 N. Tonti Street

New Orleans, Louisiana 70119

Tel: (504) 301-4333

Fax: (504) 301-4365

mewno@aol.com

*Class Counsel for Plaintiffs*

**Defendants Shows, Cali & Walsh, LLP, Mary  
Catherine Cali, and John C. Walsh, through  
Counsel:**

*s/ David S. Daly*

David S. Daly (La. 20774)

FRILOT, LLC

1100 Poydras Street, Suite 3700

New Orleans, Louisiana 70163-3700

Tel (504) 599-8000

Fax (504) 599-8139

Email: DDaly@Frilot.com

*Counsel for Defendants*

*and*

Jennifer C. Deasy (La. 31696)

JENNIFER C. DEASY, LLC

1102 Robert Street

New Orleans, Louisiana 70115

Tel: (504) 259-1753

jd@jenniferdeasy.com

*Class Counsel for Plaintiffs*

*and*

Crystal S. McElrath (Ga. 277151)\*

Jamie Rush (Ga. 999887)\*

Kirsten Anderson (Fla. 17179)\*

SOUTHERN POVERTY LAW CENTER



150 E. Ponce de Leon Ave., Ste. 340

Decatur, Georgia 30030

Tel: (470)501-0913

Fax (404) 221-5857

crystal.mcelrath@splcenter.org

jamie.rush@splcenter.org

kirsten.anderson@splcenter.org

*\*Admitted Pro Hac Vice*

*Class Counsel for Plaintiffs*

*and* [additional counsel on following page]

Keren E. Gesund (La. 34397)

LAFLEUR & LABORDE, LLC

612 Andrew Higgins Blvd.

Suite 3001

New Orleans, Louisiana 70130

Tel: (504) 356-9056

Fax: (800) 983-3565

keren@lalalawfirm.com

*Class Counsel for Plaintiffs*

*and*

O. Randolph Bragg (Ill. 6221983)\*

300 N. State Street

Suite 5320

Chicago, Illinois 60654

Tel: (708) 774-4022

randbragg1@gmail.com

*\*Admitted Pro Hac Vice*

*Class Counsel for Plaintiffs*

**CERTIFICATE OF SERVICE**

I hereby certify that on this **26<sup>th</sup>** day of **March, 2025**, a copy of the above and foregoing was filed electronically with the Clerk of Court and all counsel of record using the CM/ECF system, and will be posted to the class website, [calogerosettlement@splcenter.org](mailto:calogerosettlement@splcenter.org).

*s/ Margaret E. Woodward*