

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

**IN RE KATRINA CANAL BREACHES
CONSOLIDATED LITIGATION**

CIVIL ACTION

NO. 05-4182

SECTION "K"(2)

PERTAINS TO: FORCED PLACE DOCKET:

Specific Case Nos. 09-1600, 09-1604, 09-1610, 09-1611, 09-1612, 09-1614, 09-1615, 09-2559, 09-2560, 09-2562, 09-2563, 09-2564, 09-2565, 09-2566, 09-2567, 09-2568, 09-2569, 09-2570, 09-2571, 09-2572, 09-2573, 09-2574, 09-2575, 09-2582, 09-2584, 09-2585, 09-2586, 09-2588, 09-2589, 09-2593, 09-2594, 09-2595, 09-2597, 09-2598, 09-2599, 09-2600, 09-2607, 09-2612, 09-2613, 09-2614, 09-2615, 09-2617, 09-2622, 09-2640, 09-2642, 09-2644, 09-2645, 09-2646, 09-2647, 09-2648, 09-2649, 09-2650, 09-2651, 09-2652, 09-2653, 09-2655, 09-2656, 09-2657, 09-2658, 09-2659, 09-2660, 09-2661, 09-2662, 09-2663, 09-2664, 09-2665, 09-2668, 09-2683, 09-2691, 09-2692, 09-2693, 09-2694, 09-2695, 09-2696, 09-2697, 09-2702, 09-2703, 09-2706, 09-2729, 09-2730, 09-2879, 09-2880

AMENDING ORDER TO DOC. 19694

It has come to the Court's attention that certain typographical errors can be found on pages 13 and 15 of the Order and Reasons (Doc. 19694). Accordingly,

IT IS ORDERED that at page 13, last paragraph, line one is **AMENDED** to read:

“Judge Vance found that the intent for the mortgagee to enter into the contract. . . .”

IT IS FURTHER ORDERED that at page 13, last paragraph, line four is **AMENDED** to read “While a mortgagor might benefit incidentally from the FPI. . . .”

IT IS FURTHER ORDERED that at page 15, large paragraph in the middle, lines 8, 10, 11 is **AMENDED** to read “. . . was made to benefit the mortgagor. This insurance was intended to ensure that the mortgagee would be made whole in the event of the loss of the insured structure. Indeed, the only reason for the FPI contract to be put into place was because of the mortgagor's failure to abide by the terms of his or her contract with the mortgagee.”

In addition, the certain individuals were omitted or mis- identified in the listing of individuals in the Court's prior ruling. Accordingly,

IT IS FURTHER ORDERED that the Court's Order (Doc. No. 19694) is **AMENDED to add Joe Lee Waiters (C.A. No. 09-2594)**¹ to the list of those identified as having additional coverage for whom the Motion to Dismiss was **DENIED** with counsel being given 60 days to settle the case prior to amendment by June 1, 2010 and severance by June 4, 2010.

IT IS FURTHER ORDERED with respect to the **Litton Policy**, the coverage for Barbara Simpson, C. A. No. 09-2665 Cov. D, mentioned at page 24 of the Order is associated with the policy issued to Litton Loan and associated with borrower, Barbara Lewis-Oliver. Thus, the pleadings should be amended accordingly in the event a settlement is not forthcoming.

New Orleans, Louisiana, this 16th day of April, 2010.



STANWOOD R. DUVAL, JR.
UNITED STATES DISTRICT COURT JUDGE

¹This individual was misidentified in plaintiffs' pleadings as Henry and Barbara Williams. Apparently, these individuals have no insurance under the Standard Mortgage Policy and as such should be dismissed by plaintiffs' counsel **no later than June 1, 2010.**