

Your claim can be filed electronically on Verita's website at <https://www.veritaglobal.net/cbrm>

United States Bankruptcy Court for the District of New Jersey

Indicate Debtor against which you assert a claim by checking the appropriate box below. (Check only one Debtor per claim form.)

- | | | |
|---|---|---|
| <input type="checkbox"/> CBRM Realty Inc. (Case No. 25-15343) | <input checked="" type="checkbox"/> RH Chenault Creek LLC (Case No. 25-15349) | <input type="checkbox"/> RH New Orleans Holdings LLC (Case No. 25-15348) |
| <input type="checkbox"/> Crown Capital Holdings LLC (Case No. 25-15351) | <input type="checkbox"/> RH Copper Creek LLC (Case No. 25-15346) | <input type="checkbox"/> RH New Orleans Holdings MM LLC (Case No. 25-15347) |
| <input type="checkbox"/> Kelly Hamilton Apts LLC (Case No. 25-15352) | <input type="checkbox"/> RH Lakewind East LLC (Case No. 25-15344) | <input type="checkbox"/> RH Windrun LLC (Case No. 25-15345) |
| <input type="checkbox"/> Kelly Hamilton Apts MM LLC (Case No. 25-15350) | | |

- ☒ Date Stamped Copy Returned
☐ No self addressed stamped envelope
☐ No copy to return

Modified Official Form 410

Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed.

Part 1: Identify the Claim

1. Who is the current creditor?	Bienvenu, Foco & Viator, LLC Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor Bienvenu, Foco & Viator, LLC	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? Anthony J. Lascaro Name 4210 Bluebonnet Blvd. Number Street Baton Rouge, LA 70809 City State ZIP Code East Baton Rouge Parish Country Contact phone 225-388-5609 Contact email anthony.lascaro@bblawla.com	Where should payments to the creditor be sent? (if different) Name _____ Number Street _____ City State ZIP Code _____ Country _____ Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

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Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?

☐ No

☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 1 0 7 1

7. How much is the claim?

\$ 75,126.20

Does this amount include interest or other charges?

☐ No

☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Legal fees. See attached for details.

9. Is all or part of the claim secured?

☐ No

☒ Yes. The claim is secured by a lien on property.

Nature of property:

☐ Real estate: If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☒ Other. Describe: Judicial Mortgage on Orleans Parish Property

Basis for perfection: See attached for details.

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property:

\$ Unknown

Amount of the claim that is secured: \$ 75,126.20 (all)

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %

☐ Fixed

Legal interest at the rate set

☒ Variable

by La. R.S. Sec. 13:4202, et seq.

10. Is this claim based on a lease?

☒ No

☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff?

☒ No

☐ Yes. Identify the property: _____

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12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

Amount entitled to priority

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

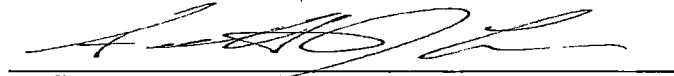
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date **July 24, 2025**
MM / DD / YYYY


Signature

Print the name of the person who is completing and signing this claim:

Name **Anthony J. Iascaro**
First name Middle name Last name

Title **Attorney**

Company **Bienvenu, Foco & Viator, LLC**
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address **4210 Bluebonnet Blvd.**
Number Street

Baton Rouge, LA 70809 USA
City State ZIP Code Country

Contact phone **225-388-5609** Email **anthony.iascaro@bblawla.com**



**BIENVENU
FOCO
VIATOR**

JENNIFER LEGLUE
Paralegal

(225) 478-1600 TELEPHONE
(225) 388-5622 FACSIMILE
jennifer.leglue@bblawla.com

July 25, 2025

VIA FEDEX 8830 7084 2518

CBRM Realty, Inc. Claims Processing Center
c/o KCC dba Verita Global
222 N. Pacific Coast Hwy., Suite 300
El Segundo, CA 90245

Re: Bienvenu, Foco & Viator, LLC's Proof of Claim for RH Chenault Creek, LLC and
Proof of Claim for RH Copper Creek, LLC

To whom it May Concern:

On behalf of Creditor Bienvenu, Foco & Viator, LLC, enclosed please find two separate Proof of Claim forms with associated Memoranda in Support and supporting documents for RH Copper Creek, LLC and RH Chenault Creek, LLC.

We have attempted to file these electronically, but have received error messages. I have enclosed the requested self-addressed postage paid return envelope and ask that you provide confirmation of filing of same. If additional postage is required, please contact me at 225-478-1600.

Please do not hesitate to reach out with any questions or concerns.

Very truly yours,

Jennifer LeGlue
Paralegal

JLL

Enclosure

**MEMORANDUM IN SUPPORT OF PROOF OF CLAIM FILED BY
BIENVENU, FOCO & VIATOR, LLC**

In keeping with the requirements of Bankruptcy Rule 3001(c) and Official Model Form 410, the Creditor, Bienvenu, Foco & Viator, LLC (“**BFV**”), submits the following Memorandum in Support of its Proof of Claim:

BASIS OF BFV’S CLAIM

1.

BFV is a law firm with an office in Baton Rouge, Louisiana. BFV’s team of attorneys practices law throughout Louisiana.

2.

On May 14, 2024, Debtors, RH COPPER CREEK, LLC and RH CHENAULT CREEK, LLC retained BFV to represent them and RH EAST LAKE, LLC, a non-Debtor RH Entity (collectively the “**RH Companies**”) in litigation then-pending in Louisiana, in particular the matter styled *Joshua Akeem, et al. v. Dasmen Residential, LLC, et al.*, consolidated with 19-CV-13673, 19-CV-13705, 19-CV-14634, 19-CV-636, 19-CV-14637, and 20-CV-187 (collectively the “**Consolidated Litigation**”). This litigation was then pending in the U.S. District Court for the Eastern District of Louisiana.¹

3.

Generally, the Consolidated Litigation involved personal injury and property-related claims related to certain Orleans Parish properties owned by the RH Companies. BFV was retained by the RH Companies concerning insurance-coverage related issues that arose in the Consolidated Litigation. In particular, BFV worked to protect insurance coverage the RH Companies purchased related to their Orleans Parish properties.

¹ See Retention Agreement (**Exhibit “A”**).

4.

Between August 23, 2024, and February 4, 2025, BFV sent five invoices concerning its work for the RH Companies in the Consolidated Litigation: Invoice No. 30843 (\$20,363.69), Invoice No. 31095 (\$34,735.50), Invoice No. 31409 (\$9,346.98), Invoice No. 31700 (\$2,356.20), and Invoice No. 31768 (\$450.45). These invoices total SIXTY-SEVEN THOUSAND, TWO HUNDRED AND FIFTY-TWO AND 82/100 DOLLARS (\$67,252.82).²

5.

Unfortunately, not once cent of BFV's bills was ever paid.

6.

Multiple emails and letters concerning the unpaid bills were sent to the RH Companies and their representatives, including Moshe "Mark" Silber, Justin Utz (Chief Operating Officer for The Lynd Company and Lynd Management Group (collectively "Lynd")), Valeria Barradas (Director of Property Accounting for Lynd), and Stephen Abrunzo (Director of Risk Management at NB Affordable).³

7.

The Consolidate Litigation was dismissed following a settlement on November 25, 2024.⁴

PERFECTION OF BFV'S SECURITY INTEREST

8.

All attempts to resolve the outstanding bills were unsuccessful. During a telephone call held with Mr. Utz in February, 2025, he advised that BFV should secure a lien to protect its interest,

² See Affidavit of Correctness of Account and Invoices attached thereto (**Exhibit "B"**).

³ See *e.g.* February 7, 2024, Letter from A. Lascaro to Silber, Utz, Abrunzo & Barradas (**Exhibit "C"**) and December 23, 2024 at 10:30 am email from A. Lascaro to J. Utz (**Exhibit "D"**).

⁴ See Order (Rec. Doc. 583 in Consolidated Litigation) (**Exhibit "E"**).

and the lien would help him get BFV paid. No mention was ever made of any anticipated or forthcoming bankruptcy filing.

9.

BFV sent a formal demand to the RH Companies and carbon-copied Messrs. Silber, Utz, and Abrunzo and Ms. Barradas on March 5, 2025.⁵

10.

When no response was received, BFV filed a *Petition for Collection of Open Account* against the RH Companies on April 7, 2025.⁶

11.

The RH Companies were served with BFV's Petition, but did not answer the suit, and on May 15, 2025, BFV filed a *Motion for Default Judgment Pursuant to La. C.C.P. art. 1702.1*.⁷ The legal and factual basis for BFV's claim is fully set forth in the Default Judgment and accompanying exhibits, which are adopted herein in full.

12.

On May 20, 2025, District Judge Tiffany Foxworth-Roberts signed a Judgment awarding BFV the full amount of its legal fees (\$67,252.82); legal interest thereon at the maximum legal rate from April 9, 2025, until paid; attorneys' fees (\$4,608.45); and all costs.⁸ This relief was granted against the RH Companies jointly and solidarily.

13.

⁵ See March 5, 2025, Demand on Open Account (**Exhibit "F"**).

⁶ See Petition for Collection of Open Account and accompanying sub-exhibits (**Exhibit "G"**).

⁷ See Motion for Default Judgment Pursuant to La. C.C.P. art. 1702.1 and accompanying sub-exhibits (**Exhibit "H"**).


⁸ See May 20, 2025, Judgment (**Exhibit "I"**).

BFV received notice of the judgment being signed on May 27, 2025, and recorded the judgment in the Orleans Parish Mortgages & Conveyances record pursuant to law.⁹

14.


The next day, May 28, 2025, undersigned counsel forwarded a copy of the recorded Judgment and detail of the court costs, along with the total amount then due of \$74,259.75 to Messrs. Utz and Abrunzo and Ms. Barradas¹⁰:


RE: Conclusion of Representation and Outstanding Invoices


**Anthony Lascaro**
To: Justin Utz; mark; Stephen Abrunzo; Valeria Barradas
Cc: Molly Broussard

Reply | Reply All | Forward | ...

Wed 5/28/2025 11:37 AM

 You forwarded this message on 5/28/2025 11:39 AM.
This message was sent with High importance.

 2025_05_27_0000-Copy of Judgment Filed in Mortgage & Conveyance Records.pdf
103 KB

 8FV v RH - Court Cost.pdf
270 KB

Justin,

I tried to call you yesterday. When we last spoke, you mentioned a trustee or manager that Lynd brought in to deal with the RH Entities' Orleans Parish properties. Please let me know who that is so I can communicate with them directly, but in the interim, please let them know that yesterday, we filed the Judgment we took against the RH Companies in the mortgage and conveyance records of Orleans Parish. So our fees are now protected by a lien on the RH Entities' properties.

I've attached a copy of the Court's May 20, 2025, Judgment and the recording info. As reflected in the Judgment, as of today, the amount due my office is: **\$74,259.75**. This amount is broken down as follows:

Legal Fees	\$67,252.82
Interest thereon (as of May 28, 2025)	760.05
Attorney's fees	4,608.45
All costs	1,638.43
Total (as of May 28, 2025)	\$74,259.75

The receipts for costs are attached as verification. Note that the judicial interest is only correct through today. It will continue to accrue until paid at the applicable judicial interest rate, which is currently 8.250%.

Please let me know how you would like to clear this. If we have to start the process of enforcing and collecting the judgment, additional costs and attorney's fees will be incurred, and those sums are also taxable under Louisiana law.

Thank you,

Anthony J. Lascaro
(225) 388-5609 Direct
(985) 517-3450 Cell
anthony.lascaro@bblawla.com

⁹ See May 20, 2025 Judgment with Recordation Information (**Exhibit "J"**).

¹⁰ See May 28, 2025 at 11:37 am Email from A. Lascaro (**Exhibit "K"**).

15.

No response to the May 28, 2025, email was received.

16.

BFV sought a subpoena to Lynd seeking certain financial related to the RH Companies, and BFV provided Mr. Utz (Lynd's COO) with a courtesy copy of said subpoena via email on June 7, 2025.¹¹

17.

In response to the email, Mr. Utz (Lynd) advised that a bankruptcy proceeding had been instituted as to these two entities.¹² **This June 7, 2025, email exchange was BFV's first notice of RH COPPER CREEK, LLC and RH CHENAULT CREEK, LLC's bankruptcy filing.** Upon learning of the bankruptcy filing, undersigned counsel immediately advised that the subpoena could be amended to apply only to the non-debtor entity, RH East Lake, LLC.¹³

BFV'S CLAIM

18.

As of today, July 24, 2025, the total value of BFV's claim is \$75,126.20, which consists of the following categories:

Legal Fees	\$67,252.82
Interest thereon (as of July 24, 2025)	1,626.50
Attorney's fees	4,608.45
All costs	1,638.43
Total (as of May 28, 2025)	\$75,126.20

¹¹ See July 7, 2025, email exchange between A. Lascaro and J. Utz (**Exhibit "L"**).

¹² See July 7, 2025, email exchange between A. Lascaro and J. Utz (**Exhibit "L"**).

¹³ See July 7, 2025, email exchange between A. Lascaro and J. Utz (**Exhibit "L"**).

19.

The interest was calculated as follows:

Results of Calculations using Principal of \$67,252.82
04/09/2025 – 07/24/2025 \$ 1,626.50 (107 days @ \$15.20/daily @ 8.250%/year)¹⁴
For a total of **\$1,626.50**.

20.

The court costs include four charges¹⁵:

Filing Petition	\$937.50
Filing Motion for Default Judgment	559.93
Certified Copy of Judgment of Default	6.00
Filing Judgment in Mortgage Records	135.00
Total	\$1,638.43

21.

BFV reserves the right to file a supplemental and/or amending Proof of Claim to protect its claim for additional interest and all other sums to which it may be due.

22.

So that no mistake is made, BFV is submitting two proofs of claim in this matter—one against RH CHENAULT CREEK, LLC and one against RH COPPER CREEK, LLC—as required by Modified Official Form 410. As stated above and as reflected in the Judgment of Default, this relief was granted against the RH Companies jointly and solidarily.

¹⁴ Regarding the rate of judicial interest, see La. R.S. § 13:4202(B), which provides that the rate is 3.25% over the discount rate published in the Wall Street Journal, which rate shall be published by the Louisiana Bar Journal. For 2025, the rate of judicial interest is 8.25%. See <https://www.lsba.org/Members/JudicialInterestRate.aspx> (last visited July 22, 2025).

¹⁵ See Court Cost receipts (**Exhibit “M”**).

PRAYER

For all the foregoing reasons, Creditor Bienvenu, Foco & Viator, LLC prays that this Proof of Claim be accepted and it be reimbursed the full value of its claim with all allowable interest, costs, and such other sums as the Court deems reasonable and appropriate.

Respectfully submitted,

BIENVENU, FOCO & VIATOR, LLC



David M. Bienvenu, Jr. (Bar Roll No. 20700)

Phillip E. Foco (Bar Roll No. 25670)

John Allain Viator (Bar Roll No. 25915)

Anthony J. Lascaro (Bar Roll No. 32546)

Samantha M. Kennedy (Bar Roll No. 39428)

Jeremy D. Carter (Bar Roll No. 39829)

Katherine E. Roberts (Bar Roll No. 40927)

4210 Bluebonnet Blvd.

Baton Rouge, LA 70809

Phone: (225) 388-5600

Fax: (225) 388-5622

E-mail: david.bienvenu@bblawla.com

phillip.foco@bblawla.com

john.viator@bblawla.com

anthony.lascaro@bblawla.com

samantha.kennedy@bblawla.com

jeremy.carter@bblawla.com

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Counsel for Creditor Bienvenu, Foco & Viator, LLC



**BIENVENU
FOCO
VIATOR**

JACQUELINE M. BRETTNER
Partner

225-388-5614 (direct dial)
504-782-1166 (Cell)
225-388-5622 (facsimile)
Jacqueline.Brettner@bblawla.com

May 14, 2024

VIA EMAIL ONLY

Attn.: Mr. Mark Silber, Member
One World Trade Center, Suite 8500
New York, NY 10007

RH Copper Creek LLC, et. al.¹

Via Claims Specialist:

Mr. Yosef Wolf, EVU Residential

100 Phillips Parkway

Montvale, New Jersey 09973

Email: ywolf@evu.com

Physical Copies of Billings to:

Attn.: Lynd

4499 Pond Hill Road

San Antonio, Texas 78231

Billings via Email to:

Attn.: Ms. Valeria Barradas

Email: vbaradas@lynd.com

RE: *Co-Counsel engagement relating to Insurance Coverage relating to and/or arising from the matter captioned: Akeem v. Dasmen, et. al., EDLA 19-cv-13650 consolidated with: 19-13673; 19-13705; 19-14634; 19-636; 19-14637; 20-187 (the "Consolidated Litigation")*

Dear Alex and Ira,

Thank you for the opportunity to serve as local co-counsel for RH Copper Creek LLC, R.H. East Lake LLC, R.H. Chenault Creek LLC (collectively, "You" or "RH Companies") relating to insurance coverage issues, including but not limited to the preparation of an opposition to be filed against the Motion for Partial Summary Judgment filed on April 24, 2024 by your insurer, Wilshire Insurance Company ("Wilshire"), and all accompanying research, analysis, drafting, editing, filing, and any other associated tasks, fees, costs, and expenses associated with insurance coverage related matters arising from or otherwise relating to the Consolidated Litigation. We sincerely hope you will be pleased with the services of Bienvenu, Foco & Viator, LLC (the "Firm").

This letter sets forth the terms upon which the Firm agrees to represent You, including the nature of the engagement, the Firm's conflicts of interest policy, and the fees associated with our services, effective May 9, 2024.

SCOPE OF SERVICES

¹ This includes R.H. East Lake LLC, and R.H. Chenault Creek LLC.

You have engaged the Firm to represent the R.H. Companies in connection with the Consolidated Litigation, as noted in detail in pg. 1 of this Engagement Letter. If You request additional and/or more specific engagements in the future, and the Firm accepts such engagements, the provisions of this letter will likewise apply to any such additional engagements.

This engagement letter does not encompass, nor does it engage the Firm to represent You in, any matter not described above. Further, this engagement specifically excludes any advice or representation related to securities.

CONFLICTS OF INTEREST

We have conducted our conflict-of-interest check and advise that we are not aware of any conflict at this time which would prevent us from representing You. We are obviously mindful of the potential for conflicts of interest which could arise in representing You and other clients of the Firm. We reasonably believe that our representation of You in a matter adverse to one of our other clients would not be adversely affected merely because of our representation of such other client on another and unrelated matter. Accordingly, it is understood that our representation on Your behalf is conditioned on Your consent at this time to our representation of both You and such other clients for so long as the matters are unrelated.

ASSIGNMENT OF FIRM PERSONNEL

I will be primarily responsible for the supervision of Your matter, but You are engaging the Firm, not me individually. In effort to maintain a streamlined representation of You in these matters, I may also call upon the expertise of fellow BFV partners, associate attorneys and paralegals, when necessary and efficient, from time to time.

LEGAL FEES, EXPENSES, AND BILLINGS

Our legal fees are determined on an hourly rate for lawyers' time, plus actual costs incurred in connection with the legal representation. Our hourly rates for this matter are as follows:

Attorney/Paralegal	Hourly Rate
Jacqueline M. Brettner, Partner	\$382.50 per hour
Anthony J. Lascaro, Partner	\$346.50 per hour
Jeremy D. Carter, Associate	\$211.50 per hour
Jennifer L. LeGlue, Paralegal	\$148.50 per hour

If circumstances require that attorneys or paralegals not listed above perform work on this legal matter, their rates will correspond to those above, taking into account their levels of experience. These hourly rates are based on experience and subject to change as the Firm generally reviews and, when appropriate, adjusts attorney and paralegal rates at the beginning of each calendar year. As time is of the essence in the Consolidated Litigation, I may employ timekeepers other than those listed at the rates listed which correspond with their level of expertise without prior consultation. However, and as always, I will staff this matter in the manner most efficient and effective for our representation of You in the Consolidated Litigation.

Hourly billing will be to the tenth (1/10th) of an hour for time spent on Your matter. Detailed time records maintained by each attorney and paralegal will be available at any time for Your review on a confidential basis. Billable time includes all time spent on the representation including, but not limited to, legal and other research; drafting/reading emails, letters, pleadings, and documents; telephone calls; consultations and conferences with clients, witnesses, court personnel, and other persons; settlement negotiations; pretrial preparation; discovery; fact investigation; reviewing materials; travel time; and court appearances.

Costs and disbursements: You are responsible for payment of any expenses properly and reasonably incurred on Your behalf, including reimbursement of all disbursements advanced by the Firm. Such expenses and disbursements may include, but are not limited to, photocopying charges, long distance telephone calls, travel expenses, postage, medical records, deposition costs and fees, transcript costs, witness fees, expert fees, subpoena costs, filing fees and other court costs, recordation fees, sheriffs and service fees, travel expenses including but not limited to airfare, lodging, mileage (based on the rate set by the Internal Revenue Service), automobile rental charges, and meals, investigation fees, courier fees, trial consultant costs, mediation fees, trial exhibit costs, photographic, electronic or digital evidence production, computer research charges, and other charges for items incident to the performance of our legal services. Costs exceeding \$500, such as expert witness fees and deposition costs, may be billed directly to You, for which You hereby agree to make prompt, direct payments to the vendor. The Firm will attempt to notify You prior to advancing any individual item of which the cost is likely to exceed \$2,500.

Billing arrangements: Itemized statements of services and disbursements will be sent to You monthly, with payment to be made within thirty (30) days of the invoice date. If You have any questions regarding the billing format or any information contained in any invoice or statement, please contact the Firm so that we can try to resolve any concerns promptly and amicably.

We have made no guarantees whatsoever as to the total professional fees and costs to be incurred in this representation, nor the outcome(s) of our representation of You in the Consolidated Litigation. Should we provide in the future any good faith estimates regarding professional fees and costs, these estimates are to be employed as a guide and are in no way binding.

RETAINER

In this matter, we are not requesting a retainer. However, we reserve the right to request a retainer at any time during our future handling of this matter. If, and when, a retainer is requested for this representation, that retainer will be held exclusively for the payment of legal services rendered and costs incurred in connection with the handling of this matter. The retainer will be deposited into our client trust account until the conclusion or termination of our engagement; and will be applied against the Firm's final invoice in this matter (and any outstanding account balance), with the remaining balance, if any, returned to you at that time. However, we reserve the right, at any time, to apply the retainer to any or all of your outstanding account balance. Similarly, if the scope of our engagement or representation otherwise changes materially, we reserve the right to require an increase in the retainer. We also reserve the right to require separate retainers for any

other additional engagements that you request, and we accept, in the future. We trust that you will find this arrangement satisfactory.

CLIENT COOPERATION AND MUTUAL COMMUNICATION

In order to effectively advocate Your interests, it is important for You to understand, that You have an affirmative obligation to assist and to cooperate with the Firm during this engagement. For example, You may be required to furnish certain information and documents, and You may be expected to provide requested documentation promptly to the appropriate firm representative, whether an attorney, paralegal, or secretary. You must also be available to work with the Firm in preparation for meetings, depositions, hearings, etc. and to discuss issues as they arise throughout this matter. Your noncooperation will be grounds for the Firm's withdrawal; thus, it is essential that we maintain open communication through this, and any future, engagements.

In return, the Firm will keep You informed of the status of this matter and consult with You when appropriate. Copies of significant correspondence and documents will be sent to the person designated by You from time to time for that purpose. Unless You instruct us otherwise, we will treat You as the designated representative for this matter.

In the event You need to reach the Firm and the person sought is unavailable, please leave a message for that person disclosing the nature and urgency of the call. It is our policy that all calls will be returned promptly, and in any event no later than within three (3) business days of receipt of the call; if You have not received a return call within that time, please call again. You also have access to my personal mobile number (contained within my email signature block). Feel free to use it if you need to reach me with urgency.

WITHDRAWAL OR TERMINATION

This engagement and our attorney-client relationship will terminate when we have completed the services in the matters covered by this engagement letter and any written supplement to this engagement letter, whether we have been paid in full and whether we have yet delivered all completed work product to You.

You also have the right to terminate this engagement at any time, but Your termination of our services will not affect Your responsibility for payment of legal services rendered and of other charges incurred before termination and/or in connection with an orderly transition of the matter.

The Firm also reserves the right to withdraw from the engagement, and from representing You subject to the ethical restrictions imposed upon us by the applicable Rules of Professional Responsibility if You fail: (i) to cooperate with the Firm's representation, (ii) to make timely payments as required pursuant to this letter, or (iii) you request the Firm undertake any position or action that in our good-faith opinion requires and/or permits our withdrawal because of professional duties imposed upon us by the applicable Rules of Professional Responsibility.

If the Firm seeks to terminate this engagement for any reason, reasonable notice will be given to You. If we withdraw, You hereby agree to cooperate in the execution of any documents to effect that withdrawal including, but not limited to, a motion to withdraw as counsel of record.

You also agree to pay the Firm for all services rendered and other reasonably related charges incurred prior to the notice of withdrawal and/or as a result of an orderly transition of the matter.

FILES

Upon the termination of a matter, either by withdrawal or closing of the file, any hard copy client files associated with this matter shall be reviewed by us before being closed and prepared for storage. We will not close a file until we have reviewed it to identify all client property. Upon notice of termination of a matter, You have ten (10) years to request a copy of Your file, after which time such file shall be reviewed for possible destruction. If we decide that such file should be destroyed, we shall give you written notice of at least 90 days prior to destruction.

BINDING AGREEMENT

This letter represents the entire agreement between You and the Firm (collectively, this letter and the Policy constitute the "Agreement"). Any conflicts between the same will be resolved in favor of the terms set forth herein.

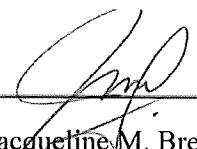
By signing below, You acknowledge that this Agreement has been carefully reviewed and its content understood. You also agree to be bound by all of this Agreement's terms and conditions. Furthermore, You acknowledge that the Firm has made no representations to You regarding the outcome of the matter for which the Firm has been engaged hereunder. Finally, no change or waiver of any of the provisions of this letter shall be binding on either You or the Firm unless the change is in writing and signed by both You and an authorized representative of the Firm.

If this letter reflects Your understanding of our relationship, please sign and return an executed copy. Your instructing us or continuing to instruct us on this matter following the delivery of this letter to You will also constitute Your full acceptance of the terms set forth above.

Thank you again for this opportunity to be of service to You; we look forward to working with You.


Sincerely,

BIENVENU, FOCO & VIATOR, LLC

By: 
Jacqueline M. Brettner

AGREED AND CONSENTED TO BY

RH Copper Creek LLC
R.H. East Lake LLC
& R.H. Chenault Creek LLC

By:  _____
Mr. Mark Silber, Member

Date: _____

NINETEENTH JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

BIENVENU, FOCO & VIATOR, LLC,
Petitioner

v.

RH COPPER CREEK, LLC; RH EAST
LAKE, LLC; AND RH CHENAULT
CREEK, LLC
Defendants

*

*

* DOCKET NO: _____

*

*

* DIVISION: " _____ "

*

*

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

AFFIDAVIT OF CORRECTNESS OF ACCOUNT
ON BEHALF OF BIENVENU, FOCO & VIATOR, LLC

BEFORE ME, the undersigned notary public, personally came and appeared **Molly Broussard** who, while under oath, did declare and testify, as follows:

1. My name is Molly Broussard; I am over 18 years of age; and my business address is 4210 Bluebonnet Blvd., Baton Rouge, Louisiana, 70809.
2. I am the Chief Financial Officer (“CFO”) for the law firm Bienvenu, Foco & Viator, LLC (“BFV”), and I have held this position since 2018.
3. In my position as CFO of BFV, I am responsible for, among other things, preparing legal invoices, which document time spent and expenses incurred in the service of BFV’s Clients. I see to it that these invoices are sent to Clients, and I receive and process payments from BFV’s Clients related to said invoices. In this capacity, I have personal knowledge of BFV’s invoices, billings, receivables, and their status.
4. Attached hereto are true, accurate, and correct copies of the following BFV invoices:

Invoice No:	Bill Date	Amount	Exhibit
30843	Aug. 23, 2024	\$20,363.69	“A”
31095	Oct. 2, 2024	34,735.50	“B”
31409	Nov. 15, 2024	9,346.98	“C”
31700	Jan. 22, 2025	2,356.20	“D”
31768	Feb. 4, 2025	450.45	“E”
		Total: \$67,252.82	

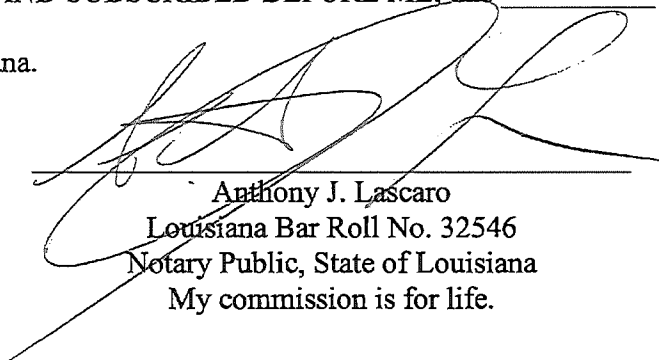
5. Despite multiple attempts to collect the amounts due on these invoices, no money has been paid, and the total sum of SIXTY-SEVEN THOUSAND, TWO HUNDRED AND FIFTY-TWO AND 82/100 DOLLARS (\$67,252.82) remains outstanding.

[affidavit continues on following page]

6. Affiant further declares that she has reviewed the accompanying *Petition for Collection on Open Account* and declares that all of the facts stated therein are true and accurate to the best of her knowledge and belief.
7. Further affiant sayeth not.


Molly Broussard, Chief Financial Officer at BFV

SWORN TO AND SUBSCRIBED BEFORE ME, this 7th day of April, 2025, in
Baton Rouge, Louisiana.


Anthony J. Lascaro
Louisiana Bar Roll No. 32546
Notary Public, State of Louisiana
My commission is for life.

Bienvenu, Foco & Viator LLC
4210 Bluebonnet Boulevard
Baton Rouge, LA 70809

Ph:225-388-5600

Fax:225-388-5622

Fed ID #: [REDACTED]

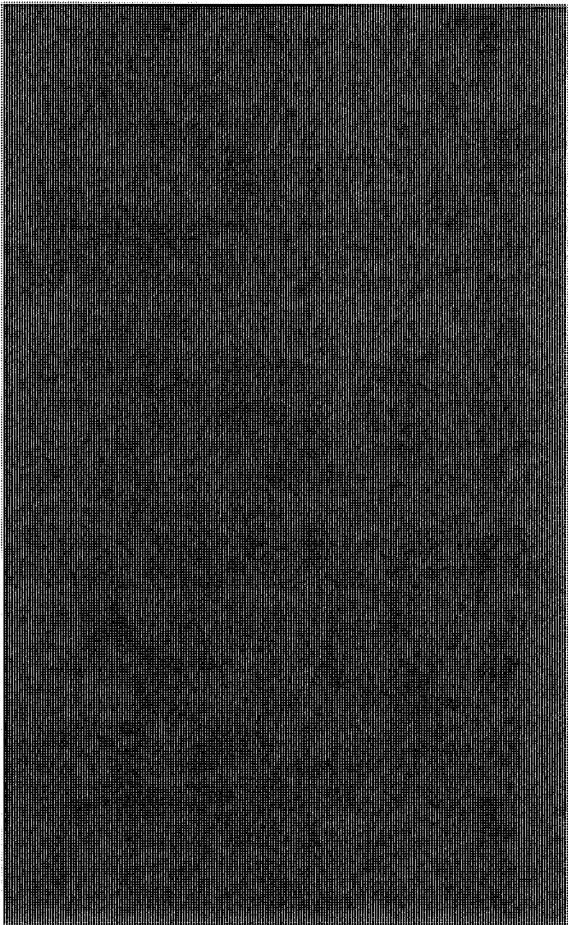
August 23, 2024

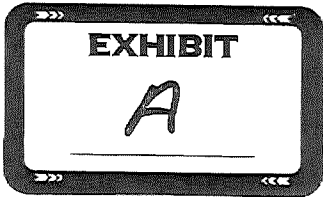
RH Companies
4499 Pond Hill Road
San Antonio, TX
78231 USA

Billing Through: Jun 30,2024
Our File #: 1071-00001
Inv #: 30843

Attention: Ms. Valeria Barradas

RE: Akeen v Dasmen - Insurance Coverage

DATE	LAWYER	DESCRIPTION	HOURS	RATE	AMOUNT
May-08-24	JDC		2.20	\$211.50	465.30
	KER		1.40	\$211.50	296.10
May-15-24	JDC		0.40	\$211.50	84.60
May-17-24	JLL		0.60	\$148.50	89.10



	JLL		0.30	\$148.50	44.55
May-20-24	JLL		0.20	\$148.50	29.70
May-28-24	AJL		3.30	\$346.50	1,143.45
	JDC		1.20	\$211.50	253.80
May-29-24	AJL		1.00	\$346.50	346.50
	PEF		2.50	\$382.50	956.25
	JDC		0.80	\$211.50	169.20

May-30-24	AJL		0.30	\$346.50	103.95
May-31-24	AJL		2.20	\$346.50	762.30
	JLL		0.20	\$148.50	29.70
Jun-01-24	AJL		1.60	\$346.50	554.40
Jun-03-24	AJL		3.80	\$346.50	1,316.70
	JLL		1.00	\$148.50	148.50
	JLL		0.10	\$148.50	14.85

	JLL		0.20	\$148.50	29.70
Jun-04-24	JLL		0.20	\$148.50	29.70
Jun-05-24	AJL		1.70	\$346.50	589.05
	JLL		0.30	\$148.50	44.55
	JLL		0.10	\$148.50	14.85
Jun-06-24	AJL		1.30	\$346.50	450.45
	JLL		2.10	\$148.50	311.85
	JLL		0.90	\$148.50	133.65
	JLL		0.10	\$148.50	14.85
Jun-08-24	AJL		3.40	\$346.50	1,178.10

Jun-10-24	JLL		0.20	\$148.50	29.70
Jun-11-24	JLL		0.20	\$148.50	29.70
	JLL		0.20	\$148.50	29.70
	JLL		0.40	\$148.50	59.40
	JLL		0.10	\$148.50	14.85
Jun-12-24	AJL		2.50	\$346.50	866.25
	JLL		0.30	\$148.50	44.55
	JLL		0.30	\$148.50	44.55
	JLL		0.20	\$148.50	29.70
Jun-13-24	AJL		1.00	\$346.50	346.50

	JLL		0.60	\$148.50	89.10
	JLL		0.60	\$148.50	89.10
Jun-17-24	JLL		0.20	\$148.50	29.70
Jun-18-24	AJL		4.60	\$346.50	1,593.90
Jun-19-24	AJL		1.30	\$346.50	450.45
Jun-20-24	AJL		0.50	\$346.50	173.25
	JLL		0.10	\$148.50	14.85
	JLL		0.60	\$148.50	89.10



	JLL		0.30	\$148.50	44.55
	JLL		0.10	\$148.50	14.85
	JLL		1.50	\$148.50	222.75
Jun-21-24	AJL		0.20	\$346.50	69.30
Jun-24-24	JLL		0.10	\$148.50	14.85
	JLL		0.20	\$148.50	29.70
Jun-25-24	AJL		4.40	\$346.50	1,524.60
	JLL		0.80	\$148.50	118.80

EXHIBIT B

	JLL		0.30	\$148.50	44.55
	JLL		0.10	\$148.50	14.85
Jun-26-24	AJL		1.00	\$346.50	346.50
	JLL		0.10	\$148.50	14.85
	JLL		0.20	\$148.50	29.70
Jun-27-24	AJL		5.90	\$346.50	2,044.35

Handwritten signature or stamp.

	JAV		0.60	\$382.50	229.50
	SMK		0.10	\$211.50	21.15
	JLL		0.10	\$148.50	14.85
	JLL		0.10	\$148.50	14.85
Jun-28-24	AJL		5.50	\$346.50	1,905.75
Totals			68.90	\$20,350.35	

EXPENSES

May-29-24	Other - Conference Call charges on 5/29/24	13.34
Totals		\$13.34

Total Fee & Expenses	\$20,363.69
Balance Due This Invoice	\$20,363.69

Bienvenu, Foco & Viator LLC
4210 Bluebonnet Boulevard
Baton Rouge, LA 70809

Ph:225-388-5600

Fax:225-388-5622

Fed ID #: [REDACTED]

October 2, 2024

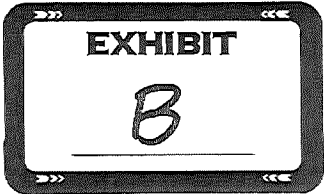
RH Companies
4499 Pond Hill Road
San Antonio, TX
78231 USA

Billing Through: Aug 31,2024
Our File #: 1071-00001
Inv #: 31095

Attention: Ms. Valeria Barradas

RE: Akeen v Dasmen - Insurance Coverage

DATE	LAWYER	DESCRIPTION	HOURS	RATE	AMOUNT
Jul-01-24	AJL	[REDACTED]	7.70	\$346.50	2,668.05
	KER		0.70	\$211.50	148.05
	KER		2.00	\$211.50	423.00
	SMK		0.50	\$211.50	105.75



	SMK		3.20	\$211.50	676.80
	JLL		0.20	\$148.50	29.70
Jul-02-24	AJL		6.30	\$346.50	2,182.95
	KER		0.70	\$211.50	148.05
	SMK		1.80	\$211.50	380.70
	SMK		1.40	\$211.50	296.10

EXHIBIT B

	SMK		1.60	\$211.50	338.40
	SMK		0.20	\$211.50	42.30
	JLL		0.10	\$148.50	14.85
Jul-03-24	AJL		7.80	\$346.50	2,702.70
	KER		5.50	\$211.50	1,163.25
	SMK		1.90	\$211.50	401.85

	JLL		0.10	\$148.50	14.85
	JLL		0.10	\$148.50	14.85
	JLL		0.10	\$148.50	14.85
	JLL		0.10	\$148.50	14.85
	JLL		0.10	\$148.50	14.85
Jul-04-24	AJL		1.40	\$346.50	485.10
	SMK		1.50	\$211.50	317.25
	SMK		1.70	\$211.50	359.55
Jul-05-24	AJL		7.70	\$346.50	2,668.05

	KER		2.80	\$211.50	592.20
	SMK		1.80	\$211.50	380.70
	SMK		3.30	\$211.50	697.95
	SMK		1.80	\$211.50	380.70
Jul-06-24	KER		1.80	\$211.50	380.70
Jul-07-24	AJL		0.10	\$346.50	34.65
	JAV		0.70	\$382.50	267.75
	SMK		1.50	\$211.50	317.25

Jul-08-24	AJL		5.10	\$346.50	1,767.15
	KER		6.00	\$211.50	1,269.00
	SMK		1.80	\$211.50	380.70
	SMK		2.10	\$211.50	444.15
	JLL		0.10	\$148.50	14.85
	JLL		0.10	\$148.50	14.85
Jul-09-24	AJL		0.50	\$346.50	173.25

EXHIBIT B

	JDC		0.40	\$211.50	84.60
	KER		4.30	\$211.50	909.45
	SMK		2.60	\$211.50	549.90
	JLL		0.10	\$148.50	14.85
	JLL		0.10	\$148.50	14.85
Jul-10-24	JLL		0.60	\$148.50	89.10
	JLL		0.20	\$148.50	29.70
Jul-11-24	AJL		0.40	\$346.50	138.60
	KER		5.70	\$211.50	1,205.55

	SMK		0.40	\$211.50	84.60
	JLL		0.30	\$148.50	44.55
	JLL		0.20	\$148.50	29.70
Jul-12-24	KER		0.50	\$211.50	105.75
	JLL		0.90	\$148.50	133.65
Jul-14-24	KER		9.50	\$211.50	2,009.25
Jul-15-24	AJL		7.60	\$346.50	2,633.40

Jul-16-24	AJL	2.40	\$346.50	831.60
	JLL	1.80	\$148.50	267.30
Jul-17-24	AJL	0.80	\$346.50	277.20
	AJL	0.50	\$346.50	173.25
	JLL	0.10	\$148.50	14.85
	JLL	0.20	\$148.50	29.70
Jul-18-24	JLL	0.10	\$148.50	14.85
	AJL	0.10	\$346.50	34.65
	JLL	0.10	\$148.50	14.85
Jul-22-24	AJL	1.80	\$346.50	623.70
	JLL	0.10	\$148.50	14.85

Jul-23-24	AJL		1.00	\$346.50	346.50
Jul-24-24	JLL		0.20	\$148.50	29.70
	JLL		0.30	\$148.50	44.55
Jul-30-24	AJL		0.50	\$346.50	173.25
Jul-31-24	AJL		0.20	\$346.50	69.30
	JLL		0.20	\$148.50	29.70
	JLL		0.10	\$148.50	14.85
Aug-02-24	AJL		0.30	\$346.50	103.95
Aug-05-24	JLL		0.10	\$148.50	14.85
Aug-06-24	AJL		1.00	\$346.50	346.50
Aug-15-24	AJL		0.60	\$346.50	207.90

	JLL		0.20	\$148.50	29.70
	JLL		0.10	\$148.50	14.85
	JLL		0.20	\$148.50	29.70
	JLL		0.10	\$148.50	14.85
Aug-16-24	AJL		0.30	\$346.50	103.95
	JLL		0.10	\$148.50	14.85
	JLL		0.10	\$148.50	14.85
	JLL		0.10	\$148.50	14.85
Totals			131.40	\$34,735.50	
Total Fee & Expenses					\$34,735.50
Balance Due This Invoice					\$34,735.50

Bienvenu, Foco & Viator LLC
4210 Bluebonnet Boulevard
Baton Rouge, LA 70809

Ph:225-388-5600

Fax:225-388-5622

Fed ID #: [REDACTED]

November 15, 2024

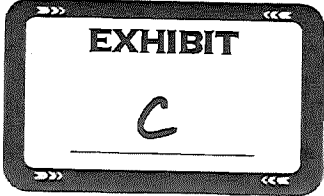
RH Companies
4499 Pond Hill Road
San Antonio, TX
78231 USA

Billing Through: Oct 31,2024
Our File #: 1071-00001
Inv #: 31409

Attention: Ms. Valeria Barradas

RE: Akeen v Dasmen - Insurance Coverage

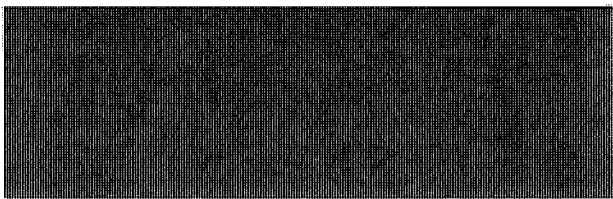
DATE	LAWYER	DESCRIPTION	HOURS	RATE	AMOUNT
Sep-04-24	JLL	[REDACTED]	0.20	\$148.50	29.70
Sep-05-24	AJL	[REDACTED]	0.60	\$346.50	207.90
Sep-09-24	AJL	[REDACTED]	0.10	\$346.50	34.65
	JLL	[REDACTED]	0.30	\$148.50	44.55
Sep-10-24	AJL	[REDACTED]	0.40	\$346.50	138.60
	JLL	[REDACTED]	0.10	\$148.50	14.85



Sep-17-24	AJL		0.70	\$346.50	242.55
Sep-18-24	AJL		6.30	\$346.50	2,182.95
Sep-19-24	AJL		0.40	\$346.50	138.60
Sep-20-24	AJL		0.40	\$346.50	138.60
	JLL		0.20	\$148.50	29.70
	JLL		0.20	\$148.50	29.70
Sep-24-24	AJL		0.20	\$346.50	69.30
Sep-25-24	JLL		0.10	\$148.50	14.85
	JLL		0.50	\$148.50	74.25
Oct-01-24	AJL		2.80	\$346.50	970.20
Oct-02-24	AJL		1.70	\$346.50	589.05

	JDC	0.20	\$211.50	42.30
Oct-03-24	AJL	0.30	\$346.50	103.95
Oct-07-24	JLL	0.20	\$148.50	29.70
	JLL	0.10	\$148.50	14.85
Oct-08-24	AJL	1.10	\$346.50	381.15
	JLL	0.30	\$148.50	44.55
Oct-09-24	AJL	5.50	\$346.50	1,905.75
Oct-10-24	AJL	0.10	\$346.50	34.65
Oct-11-24	AJL	0.70	\$346.50	242.55
Oct-14-24	AJL	0.20	\$346.50	69.30

	JLL		0.10	\$148.50	14.85
Oct-15-24	AJL		0.60	\$346.50	207.90
	JLL		0.20	\$148.50	29.70
Oct-16-24	JLL		0.20	\$148.50	29.70
Oct-21-24	AJL		0.30	\$346.50	103.95
Oct-22-24	AJL		0.40	\$346.50	138.60
	JLL		0.10	\$148.50	14.85
	JLL		0.10	\$148.50	14.85
Oct-23-24	AJL		1.50	\$346.50	519.75
Oct-24-24	AJL		0.10	\$346.50	34.65
Oct-31-24	AJL		0.40	\$346.50	138.60



Totals	27.90	\$9,066.15
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EXPENSES

Sep-18-24	Local Travel - AJL parking in New Orleans, LA during oral argument on plaintiff's motion to compel or alt motion for adverse presumption for spoliation of evidence	20.59
	Out-of-town travel - AJL Mileage to/from New Orleans, LA (500 Poydras Street) for oral argument on plaintiff's motion to compel or alt motion for adverse presumption for spoliation of evidence (149.2 miles * @ 0.67/mile)	99.96
	Out-of-town travel - Lunch in New Orleans, LA following oral argument on plaintiff's motion to compel or alt motion for adverse presumption for spoliation of evidence	24.51
Oct-09-24	Local Travel - AJL parking in New Orleans, LA during hearing on MTC Motion for Adverse Inference	20.59
	Out-of-town travel - Lunch in New Orleans, LA following hearing on plaintiff's motion to compel or alt motion for adverse inference for spoliation of evidence	15.22
	Out-of-town travel - AJL Mileage Reimbursement to/from New Orleans, LA (500 Poydras Street) for hearing on MTC Motion for Adverse Inference (149.2 miles * .67 cents/mile)	99.96

Totals	\$280.83
--------	----------

Total Fee & Expenses	\$9,346.98
Balance Due This Invoice	\$9,346.98

Bienvenu, Foco & Viator LLC

4210 Bluebonnet Boulevard
Baton Rouge, LA 70809

Ph:225-388-5600

Fax:225-388-5622

Fed ID #:

January 22, 2025

RH Companies

4499 Pond Hill Road
San Antonio, TX
78231 USA

Billing Through: Nov 30,2024

Our File #: 1071-00001

Inv #: 31700

Attention: Ms. Valeria Barradas

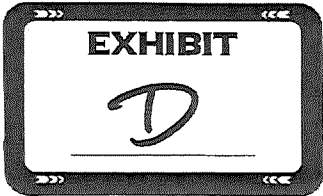
RE: Akeen v Dasmen - Insurance Coverage

DATE	LAWYER	DESCRIPTION	HOURS	RATE	AMOUNT
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Nov-01-24	AJL		1.80	\$346.50	623.70
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Nov-04-24	AJL		2.20	\$346.50	762.30
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Nov-05-24	AJL		2.60	\$346.50	900.90
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Nov-21-24	AJL		0.20	\$346.50	69.30
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Totals	6.80	\$2,356.20
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Total Fee & Expenses	\$2,356.20
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Balance Due This Invoice	\$2,356.20
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Bienvenu, Foco & Viator LLC

4210 Bluebonnet Boulevard
Baton Rouge, LA 70809

Ph:225-388-5600

Fax:225-388-5622

Fed ID #: [REDACTED]

February 4, 2025

RH Companies

4499 Pond Hill Road
San Antonio, TX
78231 USA

Billing Through: Jan 31,2025

Our File #: 1071-00001

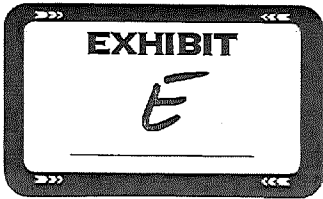
Inv #: 31768

Attention: Ms. Valeria Barradas

RE: Akeen v Dasmen - Insurance Coverage

DATE	LAWYER	DESCRIPTION	HOURS	RATE	AMOUNT
Dec-18-24	AJL	[REDACTED]	0.60	\$346.50	207.90
Jan-06-25	AJL	[REDACTED]	0.30	\$346.50	103.95
Jan-07-25	AJL	[REDACTED]	0.40	\$346.50	138.60
Totals			1.30	\$450.45	

Total Fee & Expenses	\$450.45
Balance Due This Invoice	\$450.45





**BIENVENU
FOCO
VIATOR**

ANTHONY J. LASCARO
Partner
(225) 388-5605 TELEPHONE
(225) 388-5622 FACSIMILE
anthony.lascaro@bblawla.com

February 7, 2024

Moshe "Mark" Silber
Managing Partner
Rhodium Asset Management, LLC
RH Copper Creek, LLC
RH East Lake, LLC
RH Chenault Creek, LLC
One World Trade Center, Suite 8500
New York, NY 10007

Via Fax (212-666-3220)
&
E-Mail (mark@rhodiumre.com)

Justin Utz
Chief Operating Officer
The Lynd Company & Lynd Management Group
d/b/a Lynd Living
4499 Pond Hill Road
San Antonio, TX 78231

Via Fax (210-733-6125)
&
E-Mail (jutz@lynd.com)

Stephen Abrunzo
Director of Risk Management
NB Affordable
100 Philips Parkway
Montvale, NJ 07645

Via Fax (212-466-6167)
&
E-Mail (sabrunzo@nbaffordable.com)

Valeria Barradas
Director of Property Accounting
The Lynd Company & Lynd Management Group
d/b/a Lynd Living
4499 Pond Hill Road
San Antonio, TX 78231

Via Fax (210-733-6125)
&
E-Mail (vbarradas@lynd.com)

RE: Conclusion of Representation and Outstanding Invoices

Joshua Akeem, et al. v. Dasmen Residential, LLC, et al.

2:19 – cv-13650-DJP-KWR (consolidated), United States District Court,
Eastern District of Louisiana

Dear Messrs. Silber, Utz, Abrunzo, and Ms. Barradas:

You retained our Firm, Bienvenu, Foco & Viator, LLC ("Firm"), to represent RH Copper Creek, LLC, RH East Lake, LLC, and RH Chenault Creek, LLC ("RH Entities") concerning certain issues that arose in the matter styled *Joshua Akeem, et al. v. Dasmen Residential, LLC, et al.* The case was concluded on approximately [REDACTED]

[REDACTED]

I've also attached a copy of the Court's November 5, 2024 Order dismissing this case without prejudice.

With this matter at its functional conclusion and no further work by this Firm needed or contemplated, **please accept this letter as notice that we no longer represent you with regard to this or any other litigation.**

The only outstanding matter concerns our fees, none of which have been paid since we were retained in May 2024. We previously issued five invoices bearing invoice numbers 30843, 31095, 31409, 31700, and 31768. The total outstanding is **\$67,252. This amount is past due, and we ask that you clear this balance by the end of this month: February 28, 2025.**

For your convenience, I've enclosed a copy of our Firm W9, and the check may be sent to:

Bienvenu, Foco & Viator, LLC
Attn: Molly Broussard, CFO
4210 Bluebonnet Blvd.
Baton Rouge, LA 70809

If you would prefer to make other arrangements, please contact Molly to coordinate.

We appreciate the trust you have placed in our Firm and have enjoyed working with you.

Sincerely,

Bienvenu, Foco & Viator, LLC



Anthony J. Lascaro

AJL/160688

Enclosures

CC: Molly Broussard (Firm)

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

JOSHUA AKEEM, ET AL.

CIVIL ACTION NO. 19-13650

VERSUS

**c/w 19-13673, 19-13705,
19-14634, 19-14636, 19-14637,
20-187**

DASMEN RESIDENTIAL, LLC, ET AL.

SECTION: "P" (4)

REF: ALL CASES

ORDER

The Court has been notified that the parties have reached a settlement of all claims in the consolidated cases (Nos. 19-13650, 19-13673, 19-13705, 19-14634, 19-14636, 19-14637, and 20-187). Accordingly,

IT IS ORDERED that the above-listed actions are hereby **DISMISSED WITHOUT PREJUDICE** to the right, upon good cause shown, to reopen the actions or to seek summary judgment enforcing the compromise if settlement is not consummated within sixty (60) days from the date of this order. Each party will bear its own costs. The Court retains jurisdiction for all purposes, including enforcing the settlement agreement entered into by the parties.

THE PARTIES ARE REMINDED THAT, IF WITNESSES HAVE BEEN SUBPOENAED, EVERY WITNESS MUST BE NOTIFIED BY COUNSEL NOT TO APPEAR.

New Orleans, Louisiana, this 25th day of November 2024.



**DARREL JAMES PAPILLION
UNITED STATES DISTRICT JUDGE**

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) BIENVENU, FOCO & VIATOR, LLC
	2 Business name/disregarded entity name, if different from above.
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>
5 Address (number, street, and apt. or suite no.). See instructions. 4210 BLUEBONNET BLVD	Requester's name and address (optional)
6 City, state, and ZIP code BATON ROUGE, LA 70809	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number	
<div></div>	<div></div>
or	

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Molly Browne</i>	Date 7/9/24
-----------	--	--------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Archived: Wednesday, July 23, 2025 4:03:38 PM
From: Anthony Lascaro
Sent: Monday, December 23, 2024 10:29:40 AM
To: Justin Utz
Cc: Molly Broussard
Subject: Akeem-Past due invoices
Importance: Normal
Sensitivity: None
Attachments:
Past Due Notice.pdf

Justin,

What do I need to do to get our invoices on this one paid? We were retained back in May, enrolled in the case, and put together a full-court press to protect our insurance coverage. We were successful as our insurer Wilshire paid for both the defense and vast majority of the settlement of Plaintiffs' claims. To date, however, not one of our invoices has been paid, and I can't get a timeline from anyone on when we should expect payment. Stephen tells me accounting is dealing with the bills, but we haven't heard from our accounting contact Valerie Barradas in nearly two months. Both I and my CFO Molly (CC'ed) have tried to contact her many times. My email of last week concerning the now-due payments to Wilshire went unacknowledged. The only thing I received was an auto-reply from Mark saying he is on leave and unavailable via email.

Can you please help me move this forward so we can get these invoices cleared, ideally before the end of the year? I've attached the past due notice we originally sent as it details the bills and amount outstanding.

Thank you for your help and happy holidays,

Anthony

Anthony J. Lascaro
(225) 388-5609 Direct
(985) 517-3450 Cell
anthony.lascaro@bblawla.com

Bienvenu, Foco & Viator LLC

4210 Bluebonnet Boulevard
Baton Rouge, LA 70809 USA

Telephone: 225-388-5600 Fax: 225-388-5622

RH Companies

As at Nov 21, 2024

4499 Pond Hill Road

Interest Charge To Nov 22, 2024

San Antonio, TX 78231 USA

REMINDER NOTICE

RE: Akeen v Dasmen - Insurance Coverage

Bill Date	Matter #	Inv #	Billed	Interest	Paid	Due	Rate	Aging
Aug -23-24	1071-00001	30843	20,363.69	0.00	0.00	20,363.69	0.00%	<=120 days
Oct -02-24	1071-00001	31095	34,735.50	0.00	0.00	34,735.50	0.00%	<=60 days
Nov -15-24	1071-00001	31409	9,346.98	0.00	0.00	9,346.98	0.00%	<=30 days
Totals			\$64,446.17	\$0.00	\$0.00	\$64,446.17		

Balance Due and Owing

\$64,446.17

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

JOSHUA AKEEM, ET AL.

CIVIL ACTION NO. 19-13650

VERSUS

**c/w 19-13673, 19-13705,
19-14634, 19-14636, 19-14637,
20-187**

DASMEN RESIDENTIAL, LLC, ET AL.

SECTION: "P" (4)

REF: ALL CASES


ORDER

The Court has been notified that the parties have reached a settlement of all claims in the consolidated cases (Nos. 19-13650, 19-13673, 19-13705, 19-14634, 19-14636, 19-14637, and 20-187). Accordingly,

IT IS ORDERED that the above-listed actions are hereby **DISMISSED WITHOUT PREJUDICE** to the right, upon good cause shown, to reopen the actions or to seek summary judgment enforcing the compromise if settlement is not consummated within sixty (60) days from the date of this order. Each party will bear its own costs. The Court retains jurisdiction for all purposes, including enforcing the settlement agreement entered into by the parties.

THE PARTIES ARE REMINDED THAT, IF WITNESSES HAVE BEEN SUBPOENAED, EVERY WITNESS MUST BE NOTIFIED BY COUNSEL NOT TO APPEAR.

New Orleans, Louisiana, this 25th day of November 2024.



**DARREL JAMES PAPILLION
UNITED STATES DISTRICT JUDGE**



**BIENVENU
FOCO
VIATOR**

ANTHONY J. LASCARO
Partner
(225) 388-5605 TELEPHONE
(225) 388-5622 FACSIMILE
anthony.lascaro@bblawla.com

March 5, 2025

RH Copper Creek, LLC

Through its registered agent for service of process:
VCORP AGENT SERVICES, INC.
3867 PLAZA TOWER DR, 1ST FLOOR
BATON ROUGE, LA 70816

Via Certified Mail
(9589 0710 5270 0722 0089 78)

RH East Lake, LLC

Through its registered agent for service of process:
VCORP AGENT SERVICES, INC.
3867 PLAZA TOWER DR, 1ST FLOOR
BATON ROUGE, LA 70816

Via Certified Mail
(9589 0710 5270 0722 0089 61)

RH Chenault Creek, LLC

Through its registered agent for service of process:
VCORP AGENT SERVICES, INC.
3867 PLAZA TOWER DR, 1ST FLOOR
BATON ROUGE, LA 70816

Via Certified Mail
(9589 0710 5270 0722 0089 54)

RE: DEMAND ON OPEN ACCOUNT: Amount Past Due: \$67,252.82

To whom it may concern:

Our Firm, Bienvenu, Foco & Viator, LLC ("Firm"), was retained to represent RH Copper Creek, LLC, RH East Lake, LLC, and RH Chenault Creek, LLC ("RH Entities") concerning certain issues that arose in the matter styled *Joshua Akeem, et al. v. Dasmen Residential, LLC, et al.* Attached for your reference is a copy of the retention agreement (Exhibit "A"). We previously issued five invoices bearing invoice numbers 30843, 31095, 31409, 31700, and 31768 in connection with our representation of the RH Entities in this litigation. A summary of these invoices is attached (Exhibit "B"), and additional full copies available upon request. To date, **none of these invoices has been paid, and the total outstanding is \$67,252.82. This amount is past due.**

You may consider this letter to be a written demand pursuant to Louisiana Revised Statutes § 9:2781, and you are hereby advised that you may be liable for the Firm's attorneys' fees and costs incurred in connection with this matter should you fail to remit payment in the amount of **\$67,252.82** within thirty (30) days of the date of your receipt of this letter. **Please be further advised that, if payment in the stated amount is not received by the Firm within thirty (30) days of the date of your receipt of this letter, a lawsuit will be filed against you and we will pursue all fees, costs, and expenses allowed by Louisiana law.**

March 5, 2025

Page 2

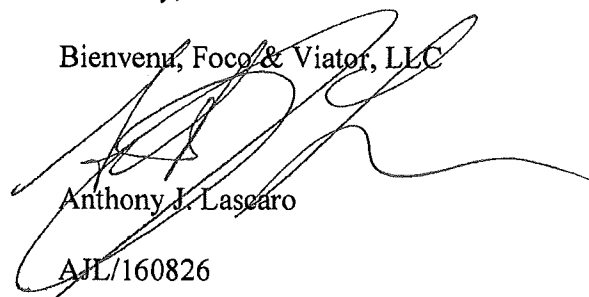
For your convenience, I've enclosed a copy of our Firm W9, and the check may be sent to:

Bienvenu, Foco & Viator, LLC
Attn: Molly Broussard, CFO
4210 Bluebonnet Blvd.
Baton Rouge, LA 70809

If you would prefer to make other arrangements, please contact Molly to coordinate. Thank you for your prompt attention to this matter.

Sincerely,

Bienvenu, Foco & Viator, LLC



Anthony J. Lascaro

AJL/160826

Enclosures

CC:

Moshe "Mark" Silber
Managing Partner
Rhodium Asset Management, LLC
RH Copper Creek, LLC
RH East Lake, LLC
RH Chenault Creek, LLC
One World Trade Center, Suite 8500
New York, NY 10007

Via Fax (212-666-3220)
&
E-Mail (mark@rhodiumre.com)

Justin Utz
Chief Operating Officer
The Lynd Company & Lynd Management Group
d/b/a Lynd Living
4499 Pond Hill Road
San Antonio, TX 78231

Via Fax (210-733-6125)
&
E-Mail (jutz@lynd.com)

Stephen Abrunzo
Director of Risk Management
NB Affordable
100 Philips Parkway
Montvale, NJ 07645

Via Fax (212-466-6167)
&
E-Mail (sabrunzo@nbaffordable.com)

EXHIBIT F

March 5, 2025
Page 3

Valeria Barradas
Director of Property Accounting
The Lynd Company & Lynd Management Group
d/b/a Lynd Living
4499 Pond Hill Road
San Antonio, TX 78231

Via Fax (210-733-6125)
&
E-Mail (vbarradas@lynd.com)

Molly Broussard

Firm



**BIENVENU
FOCO
VIATOR**

JACQUELINE M. BRETTNER
Partner

225-388-5614 (direct dial)
504-782-1166 (Cell)
225-388-5622 (facsimile)
Jacqueline.Brettner@bblawla.com

May 14, 2024

VIA EMAIL ONLY

Attn.: Mr. Mark Silber, Member
One World Trade Center, Suite 8500
New York, NY 10007

RH Copper Creek LLC, et. al.¹

Via Claims Specialist:

Mr. Yosef Wolf, EVU Residential

100 Phillips Parkway

Montvale, New Jersey 09973

Email: ywolf@evu.com

Physical Copies of Billings to:

Attn.: Lynd

4499 Pond Hill Road

San Antonio, Texas 78231

Billings via Email to:

Attn.: Ms. Valeria Barradas

Email: vbaradas@lynd.com

RE: *Co-Counsel engagement relating to Insurance Coverage relating to and/or arising from the matter captioned: Akeem v. Dasmien, et. al., EDLA 19-cv-13650 consolidated with: 19-13673; 19-13705; 19-14634; 19-636; 19-14637; 20-187 (the "Consolidated Litigation")*

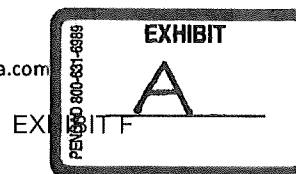
Dear Alex and Ira,

Thank you for the opportunity to serve as local co-counsel for RH Copper Creek LLC, R.H. East Lake LLC, R.H. Chenault Creek LLC (collectively, "You" or "RH Companies") relating to insurance coverage issues, including but not limited to the preparation of an opposition to be filed against the Motion for Partial Summary Judgment filed on April 24, 2024 by your insurer, Wilshire Insurance Company ("Wilshire"), and all accompanying research, analysis, drafting, editing, filing, and any other associated tasks, fees, costs, and expenses associated with insurance coverage related matters arising from or otherwise relating to the Consolidated Litigation. We sincerely hope you will be pleased with the services of Bienvenu, Foco & Viator, LLC (the "Firm").

This letter sets forth the terms upon which the Firm agrees to represent You, including the nature of the engagement, the Firm's conflicts of interest policy, and the fees associated with our services, effective May 9, 2024.

SCOPE OF SERVICES

¹ This includes R.H. East Lake LLC, and R.H. Chenault Creek LLC.



You have engaged the Firm to represent the R.H. Companies in connection with the Consolidated Litigation, as noted in detail in pg. 1 of this Engagement Letter. If You request additional and/or more specific engagements in the future, and the Firm accepts such engagements, the provisions of this letter will likewise apply to any such additional engagements.

This engagement letter does not encompass, nor does it engage the Firm to represent You in, any matter not described above. Further, this engagement specifically excludes any advice or representation related to securities.

CONFLICTS OF INTEREST

We have conducted our conflict-of-interest check and advise that we are not aware of any conflict at this time which would prevent us from representing You. We are obviously mindful of the potential for conflicts of interest which could arise in representing You and other clients of the Firm. We reasonable believe that our representation of You in a matter adverse to one of our other clients would not be adversely affected merely because of our representation of such other client on another and unrelated matter. Accordingly, it is understood that our representation on Your behalf is conditioned on Your consent at this time to our representation of both You and such other clients for so long as the matters are unrelated.

ASSIGNMENT OF FIRM PERSONNEL

I will be primarily responsible for the supervision of Your matter, but You are engaging the Firm, not me individually. In effort to maintain a streamlined representation of You in these matters, I may also call upon the expertise of fellow BFV partners, associate attorneys and paralegals, when necessary and efficient, from time to time.

LEGAL FEES, EXPENSES, AND BILLINGS

Our legal fees are determined on an hourly rate for lawyers' time, plus actual costs incurred in connection with the legal representation. Our hourly rates for this matter are as follows:

Attorney/Paralegal	Hourly Rate
Jacqueline M. Brettner, Partner	\$382.50 per hour
Anthony J. Lascaro, Partner	\$346.50 per hour
Jeremy D. Carter, Associate	\$211.50 per hour
Jennifer L. LeGlue, Paralegal	\$148.50 per hour

If circumstances require that attorneys or paralegals not listed above perform work on this legal matter, their rates will correspond to those above, taking into account their levels of experience. These hourly rates are based on experience and subject to change as the Firm generally reviews and, when appropriate, adjusts attorney and paralegal rates at the beginning of each calendar year. As time is of the essence in the Consolidated Litigation, I may employ timekeepers other than those listed at the rates listed which correspond with their level of expertise without prior consultation. However, and as always, I will staff this matter in the manner most efficient and effective for our representation of You in the Consolidated Litigation.

Hourly billing will be to the tenth (1/10th) of an hour for time spent on Your matter. Detailed time records maintained by each attorney and paralegal will be available at any time for Your review on a confidential basis. Billable time includes all time spent on the representation including, but not limited to, legal and other research; drafting/reading emails, letters, pleadings, and documents; telephone calls; consultations and conferences with clients, witnesses, court personnel, and other persons; settlement negotiations; pretrial preparation; discovery; fact investigation; reviewing materials; travel time; and court appearances.

Costs and disbursements: You are responsible for payment of any expenses properly and reasonably incurred on Your behalf, including reimbursement of all disbursements advanced by the Firm. Such expenses and disbursements may include, but are not limited to, photocopying charges, long distance telephone calls, travel expenses, postage, medical records, deposition costs and fees, transcript costs, witness fees, expert fees, subpoena costs, filing fees and other court costs, recordation fees, sheriffs and service fees, travel expenses including but not limited to airfare, lodging, mileage (based on the rate set by the Internal Revenue Service), automobile rental charges, and meals, investigation fees, courier fees, trial consultant costs, mediation fees, trial exhibit costs, photographic, electronic or digital evidence production, computer research charges, and other charges for items incident to the performance of our legal services. Costs exceeding \$500, such as expert witness fees and deposition costs, may be billed directly to You, for which You hereby agree to make prompt, direct payments to the vendor. The Firm will attempt to notify You prior to advancing any individual item of which the cost is likely to exceed \$2,500.

Billing arrangements: Itemized statements of services and disbursements will be sent to You monthly, with payment to be made within thirty (30) days of the invoice date. If You have any questions regarding the billing format or any information contained in any invoice or statement, please contact the Firm so that we can try to resolve any concerns promptly and amicably.

We have made no guarantees whatsoever as to the total professional fees and costs to be incurred in this representation, nor the outcome(s) of our representation of You in the Consolidated Litigation. Should we provide in the future any good faith estimates regarding professional fees and costs, these estimates are to be employed as a guide and are in no way binding.

RETAINER

In this matter, we are not requesting a retainer. However, we reserve the right to request a retainer at any time during our future handling of this matter. If, and when, a retainer is requested for this representation, that retainer will be held exclusively for the payment of legal services rendered and costs incurred in connection with the handling of this matter. The retainer will be deposited into our client trust account until the conclusion or termination of our engagement; and will be applied against the Firm's final invoice in this matter (and any outstanding account balance), with the remaining balance, if any, returned to you at that time. However, we reserve the right, at any time, to apply the retainer to any or all of your outstanding account balance. Similarly, if the scope of our engagement or representation otherwise changes materially, we reserve the right to require an increase in the retainer. We also reserve the right to require separate retainers for any

other additional engagements that you request, and we accept, in the future. We trust that you will find this arrangement satisfactory.

CLIENT COOPERATION AND MUTUAL COMMUNICATION

In order to effectively advocate Your interests, it is important for You to understand, that You have an affirmative obligation to assist and to cooperate with the Firm during this engagement. For example, You may be required to furnish certain information and documents, and You may be expected to provide requested documentation promptly to the appropriate firm representative, whether an attorney, paralegal, or secretary. You must also be available to work with the Firm in preparation for meetings, depositions, hearings, etc. and to discuss issues as they arise throughout this matter. Your noncooperation will be grounds for the Firm's withdrawal; thus, it is essential that we maintain open communication through this, and any future, engagements.

In return, the Firm will keep You informed of the status of this matter and consult with You when appropriate. Copies of significant correspondence and documents will be sent to the person designated by You from time to time for that purpose. Unless You instruct us otherwise, we will treat You as the designated representative for this matter.

In the event You need to reach the Firm and the person sought is unavailable, please leave a message for that person disclosing the nature and urgency of the call. It is our policy that all calls will be returned promptly, and in any event no later than within three (3) business days of receipt of the call; if You have not received a return call within that time, please call again. You also have access to my personal mobile number (contained within my email signature block). Feel free to use it if you need to reach me with urgency.

WITHDRAWAL OR TERMINATION

This engagement and our attorney-client relationship will terminate when we have completed the services in the matters covered by this engagement letter and any written supplement to this engagement letter, whether we have been paid in full and whether we have yet delivered all completed work product to You.

You also have the right to terminate this engagement at any time, but Your termination of our services will not affect Your responsibility for payment of legal services rendered and of other charges incurred before termination and/or in connection with an orderly transition of the matter.

The Firm also reserves the right to withdraw from the engagement, and from representing You subject to the ethical restrictions imposed upon us by the applicable Rules of Professional Responsibility if You fail: (i) to cooperate with the Firm's representation, (ii) to make timely payments as required pursuant to this letter, or (iii) you request the Firm undertake any position or action that in our good-faith opinion requires and/or permits our withdrawal because of professional duties imposed upon us by the applicable Rules of Professional Responsibility.

If the Firm seeks to terminate this engagement for any reason, reasonable notice will be given to You. If we withdraw, You hereby agree to cooperate in the execution of any documents to effect that withdrawal including, but not limited to, a motion to withdraw as counsel of record.

You also agree to pay the Firm for all services rendered and other reasonably related charges incurred prior to the notice of withdrawal and/or as a result of an orderly transition of the matter.

FILES

Upon the termination of a matter, either by withdrawal or closing of the file, any hard copy client files associated with this matter shall be reviewed by us before being closed and prepared for storage. We will not close a file until we have reviewed it to identify all client property. Upon notice of termination of a matter, You have ten (10) years to request a copy of Your file, after which time such file shall be reviewed for possible destruction. If we decide that such file should be destroyed, we shall give you written notice of at least 90 days prior to destruction.

BINDING AGREEMENT

This letter represents the entire agreement between You and the Firm (collectively, this letter and the Policy constitute the "Agreement"). Any conflicts between the same will be resolved in favor of the terms set forth herein.

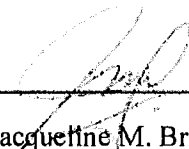
By signing below, You acknowledge that this Agreement has been carefully reviewed and its content understood. You also agree to be bound by all of this Agreement's terms and conditions. Furthermore, You acknowledge that the Firm has made no representations to You regarding the outcome of the matter for which the Firm has been engaged hereunder. Finally, no change or waiver of any of the provisions of this letter shall be binding on either You or the Firm unless the change is in writing and signed by both You and an authorized representative of the Firm.

If this letter reflects Your understanding of our relationship, please sign and return an executed copy. Your instructing us or continuing to instruct us on this matter following the delivery of this letter to You will also constitute Your full acceptance of the terms set forth above.

Thank you again for this opportunity to be of service to You; we look forward to working with You.

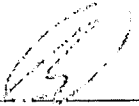
Sincerely,

BIENVENU, FOCO & VIATOR, LLC

By: 
Jacqueline M. Brettner

AGREED AND CONSENTED TO BY

RH Copper Creek LLC
R.H. East Lake LLC
& R.H. Chenault Creek LLC

By:  _____
Mr. Mark Silber, Member

Date: _____

Bienvenu, Foco & Viator LLC
4210 Bluebonnet Boulevard
Baton Rouge, LA 70809 USA

Telephone: 225-388-5600 Fax: 225-388-5622

RH Companies

As at

Feb 4, 2025

4499 Pond Hill Road
San Antonio, TX 78231 USA

Interest Charge To

Feb 4, 2025

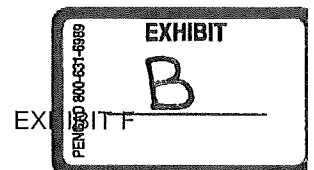
REMINDER NOTICE

RE: Akeen v Dasmen - Insurance Coverage

Bill Date	Matter #	Inv #	Billed	Interest	Paid	Due	Rate	Aging
Aug -23-24	1071-00001	30843	20,363.69	0.00	0.00	20,363.69	0.00%	> 120 days
Oct -02-24	1071-00001	31095	34,735.50	0.00	0.00	34,735.50	0.00%	> 120 days
Nov -15-24	1071-00001	31409	9,346.98	0.00	0.00	9,346.98	0.00%	<=90 days
Jan -22-25	1071-00001	31700	2,356.20	0.00	0.00	2,356.20	0.00%	<=30 days
Feb -04-25	1071-00001	31768	450.45	0.00	0.00	450.45	0.00%	<=30 days
Totals			\$67,252.82	\$0.00	\$0.00	\$67,252.82		

Balance Due and Owing

\$67,252.82



Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) BIENVENU, FOCO & VIATOR, LLC		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see Instructions)		4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions <input type="checkbox"/>		
	5 Address (number, street, and apt. or suite no.). See Instructions. 4210 BLUEBONNET BLVD		Requester's name and address (optional)
6 City, state, and ZIP code BATON ROUGE, LA 70809			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number	
<div></div>	<div></div>
or	
Employer identification number	

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person Molly Browne	Date 7/9/24
-----------	--	--------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.


What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature </p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>RH Chenault Creek, LLC</p> <p>Through registered agent of service:</p> <p>VCORP Agent Services, Inc.</p> <p>3867 Plaza Tower Dr 1st Floor</p> <p>Baton Rouge, LA 70816</p>		<p>B. Received by (Printed Name) ABBY SARMIENTO</p> <p>C. Date of Delivery 03/1/25</p>	
<p>2. Article Number (Transfer from service label)</p> <p>9589 0710 5270 0722 0089 54</p>		<p>D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>		<p>4. Service Type</p> <p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

EXHIBIT F

USPS TRACKING#



BATON ROUGE LA 707

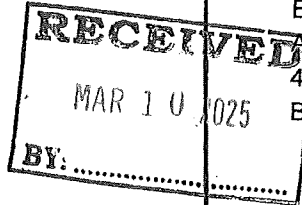
7 MAR 2025 PM 2 L

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 7563 2098 8947 91

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box •



Bienvenu, Foco, & Viator

Attn: Anthony Lascaro

4210 Bluebonnet Blvd

Baton Rouge, LA 70809

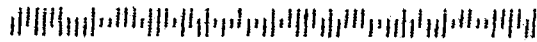


EXHIBIT F


SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY																
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>	<p>A. Signature X <i>[Signature]</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) ABBY SARMIENTO C. Date of Delivery 2/3/25</p>																
<p>1. Article Addressed to:</p> <p>RH Cooper Creek, LLC Through registered agent of service: VCORP Agent Services, Inc. 3867 Plaza Tower Dr 1st Floor Baton Rouge, LA 70816</p> <p> 9590 9402 7563 2098 8947 77</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Collect on Delivery Restricted Delivery		<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
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<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)																	
<p>2. Article Number (Transfer from service label) 589 0710 5270 0722 0089 78</p>	<p>PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt</p>																

EXHIBIT F

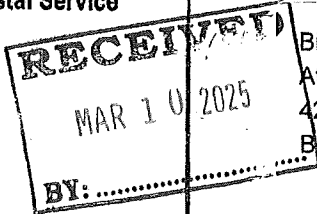
USPS TRACKING#



9590 9402 7563 2098 8947 77

First-Class Mail
Postage & Fees Paid
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Permit No. G-10

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Postal Service



• Sender: Please print your name, address, and ZIP+4® in this box •

Bienvenu, Foco, & Viator
Attn: Anthony Lascaro
4210 Bluebonnet Blvd
Baton Rouge, LA 70809

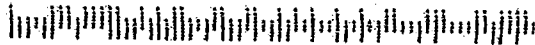


EXHIBIT F

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<p>1. Article Addressed to:</p> <p>RH East Lake, LLC</p> <p>Through registered agent of service:</p> <p>VCORP Agent Services, Inc.</p> <p>3867 Plaza Tower Dr 1st Floor</p> <p>Baton Rouge, LA 70816</p> <div style="text-align: center;">  9590 9402 7563 2098 8947 84 </div>	<p>3. Service Type</p> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Collect on Delivery Restricted Delivery		<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
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<p>2. Article Number (Transfer from service label)</p> <p>3589 0710 5270 0722 0089 61</p>																	
<p>PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt</p>																	

EXHIBIT F

USPS TRACKING#



BATON ROUGE, LA 707

7 MAR 2025 PM 3 L

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 7563 2098 8947 84

United States
Postal Service

* Sender: Please print your name, address, and ZIP+4® in this box*

Bienvenu, Foco, & Viator
Attn: Anthony Lascaro
4210 Bluebonnet Blvd
Baton Rouge, LA 70809

RECEIVED

MAR 10 2025

BY:

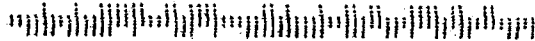


EXHIBIT F

NINETEENTH JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

BIENVENU, FOCO & VIATOR, LLC,
Petitioner

v.

RH COPPER CREEK, LLC; RH EAST
LAKE, LLC; AND RH CHENAULT
CREEK, LLC
Defendants

*
*
*
*
*
*
*

DOCKET NO: _____

DIVISION: “ _____ ”

PETITION FOR COLLECTION OF OPEN ACCOUNT

NOW INTO COURT, through undersigned counsel, comes Petitioner, **BIENVENU, FOCO & VIATOR, LLC** (sometimes referred to below as “BFV” or “Petitioner”), a limited liability company chartered under the laws of the State of Louisiana, that is domiciled, doing business in, and has its principal place of business in Baton Rouge, Louisiana, which represents as follows:

DEFENDANTS

Made Defendants herein are the following:

- A. **RH COPPER CREEK, LLC**, a foreign limited liability company, that is licensed to do and doing business in Louisiana with its principal business establishment in Louisiana in Baton Rouge, Louisiana;
- B. **RH EAST LAKE, LLC**, a foreign limited liability company, that is licensed to do and doing business in Louisiana with its principal business establishment in Louisiana in Baton Rouge, Louisiana; and
- C. **RH CHENAULT CREEK, LLC**, a foreign limited liability company, that is licensed to do and doing business in Louisiana with its principal business establishment in Louisiana in Baton Rouge, Louisiana.

(collectively hereafter “RH Companies” or “Defendants”)

VENUE

1.

As more fully set forth in the following Paragraphs, the allegations of which are incorporated herein by reference, this suit is an action to collect from the RH Companies an open account for unpaid legal fees and expenses due BFV.

2.

The open account arose at BFV’s law office in Baton Rouge, Louisiana when the RH Companies failed to pay five separate invoices. These invoices were sent from BFV’s Baton Rouge office and concerned work substantially performed at BFV’s Baton Rouge office. Thus, insofar as

the open account was created at BFV's Baton Rouge office and the services were substantially performed in said office, venue is proper in East Baton Rouge Parish pursuant to La. Code Civ. Proc. art. 74.4.

3.

Alternatively, the principal business establishment in Louisiana for each of the RH Companies is 3867 Plaza Tower Drive, 1st Floor, Baton Rouge, Louisiana, 70816. Accordingly, venue is proper against all three Defendants pursuant to La. Code Civ. Proc. art. 42(4).

4.

In the further alternative, BFV avers that venue in East Baton Rouge Parish is proper for any and all other reasons supported by the facts more specifically set forth below.

FACTS

5.

BFV is a law firm with an office in Baton Rouge, Louisiana. From this office, it serves clients throughout Louisiana.

6.

In May, 2024, BFV was retained to represent the RH Companies concerning insurance coverage-related matters arising in litigation then-pending in Louisiana, in particular the matter styled *Joshua Akeem, et al. v. Dasmen Residential, LLC, et al.*, consolidated with 19-CV-13673, 19-CV-13705, 19-CV-14634, 19-CV-636, 19-CV-14637, and 20-CV-187 (collectively the "Consolidated Litigation").

7.

BFV sent five invoices concerning its work for the RH Companies in the Consolidated Litigation: Invoice No. 30843 (\$20,363.69), Invoice No. 31095 (\$34,735.50), Invoice No. 31409 (\$9,346.98), Invoice No. 31700 (\$2,356.20), and Invoice No. 31768 (\$450.45). These invoices total SIXTY-SEVEN THOUSAND, TWO HUNDRED AND FIFTY-TWO AND 82/100 DOLLARS (\$67,252.82). See Affidavit of M. Broussard and Sub-Exhibits thereto (**Exhibit "1"**).

8.

None of BFV's five invoices has been paid, and all of the invoices are well over thirty days old and past due.

9.

When other attempts to resolve these issues failed, a formal, written demand was made on

the RH Companies on March 5, 2025 concerning their open account. (Exhibit "2")

10.

More than 30 days have passed since the mailing of the formal, written demand to the RH Companies, correctly setting forth the amount owed, which notice was delivered as reflected by the domestic return receipts (green cards). (Exhibit "3").

11.

This formal, written demand satisfies the written demand required by La. R.S. § 9:2781. Alternatively, citation and service of this Petition satisfies written demand as required by La. R.S. § 9:2781. Accordingly, the RH Companies are liable to BFV for its reasonable attorneys' fees and costs expended in the bringing of this action to collect the open account sued on herein.

12.

Despite this formal, written demand, and as evidenced by the attached Affidavit of Correctness, as of the date of this Petition, the RH Companies have not paid any part of the balance due on this account. See Affidavit of M. Broussard (Exhibit "1").

13.

Accordingly, for all these reasons, the RH Companies are justly and truly indebted unto BFV in the full and total outstanding sum of SIXTY-SEVEN THOUSAND, TWO HUNDRED AND FIFTY-TWO AND 82/100 DOLLARS (\$67,252.82), plus legal interest from the date the monies became due pursuant to La. C.C. art. 2000 as well as all reasonable attorneys' fees and costs of these proceedings pursuant to La. R.S. § 9:2781.

PRAYER

WHEREFORE, all premises considered, Petitioner, BIENVENU, FOCO & VIATOR, LLC, prays that Defendants RH COPPER CREEK, LLC; RH EAST LAKE, LLC; and RH CHENAULT CREEK, LLC, be duly cited to appear and served and after all proceedings are had, there be judgment in favor of BIENVENU, FOCO & VIATOR, LLC, and against RH COPPER CREEK, LLC; RH EAST LAKE, LLC; and RH CHENAULT CREEK, LLC, casting them jointly and solidarily liable for the full sum of SIXTY-SEVEN THOUSAND, TWO HUNDRED AND FIFTY-TWO AND 82/100 DOLLARS (\$67,252.82), legal interest from the date the monies became due pursuant to La. C.C. art. 2000, reasonable attorneys' fees as provided for by La. R.S. § 9:2781, all costs of these proceedings, and all such other legal and equitable relief as the justice of this cause may require and permit.

REQUEST FOR NOTICE

Pursuant to La. C.C.P. art. 1572, the undersigned, as counsel for Petitioner, requests notice of all trial and hearing dates. The undersigned also requests notice of signing of any final judgment or the rendition of any interlocutory order or judgment as provided by La. C.C.P. arts. 1913 and 1914.

Respectfully submitted,

BIENVENU, FOCO & VIATOR, LLC

David M. Bienvenu, Jr. (Bar Roll No. 20700)

Phillip E. Foco (Bar Roll No. 25670)

John Allain Viator (Bar Roll No. 25915)

Anthony J. Lascaro (Bar Roll No. 32546)

Samantha M. Kennedy (Bar Roll No. 39428)

Jeremy D. Carter (Bar Roll No. 39829)

Katherine E. Roberts (Bar Roll No. 40927)

4210 Bluebonnet Blvd.

Baton Rouge, LA 70809

Phone: (225) 388-5600

Fax: (225) 388-5622

E-mail: david.bienvenu@bblawla.com

phillip.foco@bblawla.com

john.viator@bblawla.com

anthony.lascaro@bblawla.com

samantha.kennedy@bblawla.com

jeremy.carter@bblawla.com

katherine.roberts@bblawla.com

Counsel for Petitioner

PLEASE SERVE:

1. RH Copper Creek, LLC

Through its registered agent for service of process:

VCORP AGENT SERVICES, INC.

3867 PLAZA TOWER DR, 1ST FLOOR

BATON ROUGE, LA 70816

2. RH East Lake, LLC

Through its registered agent for service of process:

VCORP AGENT SERVICES, INC.

3867 PLAZA TOWER DR, 1ST FLOOR

BATON ROUGE, LA 70816

3. RH Chenault Creek, LLC

Through its registered agent for service of process:

VCORP AGENT SERVICES, INC.

3867 PLAZA TOWER DR, 1ST FLOOR

BATON ROUGE, LA 70816

NINETEENTH JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

BIENVENU, FOCO & VIATOR, LLC,
Petitioner

v.

RH COPPER CREEK, LLC; RH EAST
LAKE, LLC; AND RH CHENAULT
CREEK, LLC
Defendants

*
*
* DOCKET NO: _____
*
*
*
* DIVISION: " _____ "
*
*

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

AFFIDAVIT OF CORRECTNESS OF ACCOUNT
ON BEHALF OF BIENVENU, FOCO & VIATOR, LLC

BEFORE ME, the undersigned notary public, personally came and appeared Molly
Broussard who, while under oath, did declare and testify, as follows:

1. My name is Molly Broussard; I am over 18 years of age; and my business address is 4210
Bluebonnet Blvd., Baton Rouge, Louisiana, 70809.
2. I am the Chief Financial Officer ("CFO") for the law firm Bienvenu, Foco & Viator, LLC
("BFV"), and I have held this position since 2018.
3. In my position as CFO of BFV, I am responsible for, among other things, preparing legal
invoices, which document time spent and expenses incurred in the service of BFV's
Clients. I see to it that these invoices are sent to Clients, and I receive and process payments
from BFV's Clients related to said invoices. In this capacity, I have personal knowledge of
BFV's invoices, billings, receivables, and their status.
4. Attached hereto are true, accurate, and correct copies of the following BFV invoices:

Invoice No:	Bill Date	Amount	Exhibit
30843	Aug. 23, 2024	\$20,363.69	"A"
31095	Oct. 2, 2024	34,735.50	"B"
31409	Nov. 15, 2024	9,346.98	"C"
31700	Jan. 22, 2025	2,356.20	"D"
31768	Feb. 4, 2025	450.45	"E"
		Total: \$67,252.82	

5. Despite multiple attempts to collect the amounts due on these invoices, no money has been
paid, and the total sum of SIXTY-SEVEN THOUSAND, TWO HUNDRED AND FIFTY-
TWO AND 82/100 DOLLARS (\$67,252.82) remains outstanding.

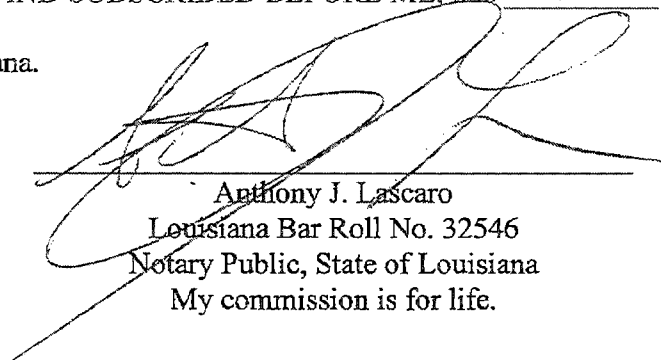
[affidavit continues on following page]



6. Affiant further declares that she has reviewed the accompanying *Petition for Collection on Open Account* and declares that all of the facts stated therein are true and accurate to the best of her knowledge and belief.
7. Further affiant sayeth not.


Molly Broussard, Chief Financial Officer at BFV

SWORN TO AND SUBSCRIBED BEFORE ME, this 5th day of April, 2025, in
Baton Rouge, Louisiana.


Anthony J. Lascaro
Louisiana Bar Roll No. 32546
Notary Public, State of Louisiana
My commission is for life.

Bienvenu, Foco & Viator LLC
4210 Bluebonnet Boulevard
Baton Rouge, LA 70809

Ph:225-388-5600 Fax:225-388-5622 Fed ID #: [REDACTED]
August 23, 2024

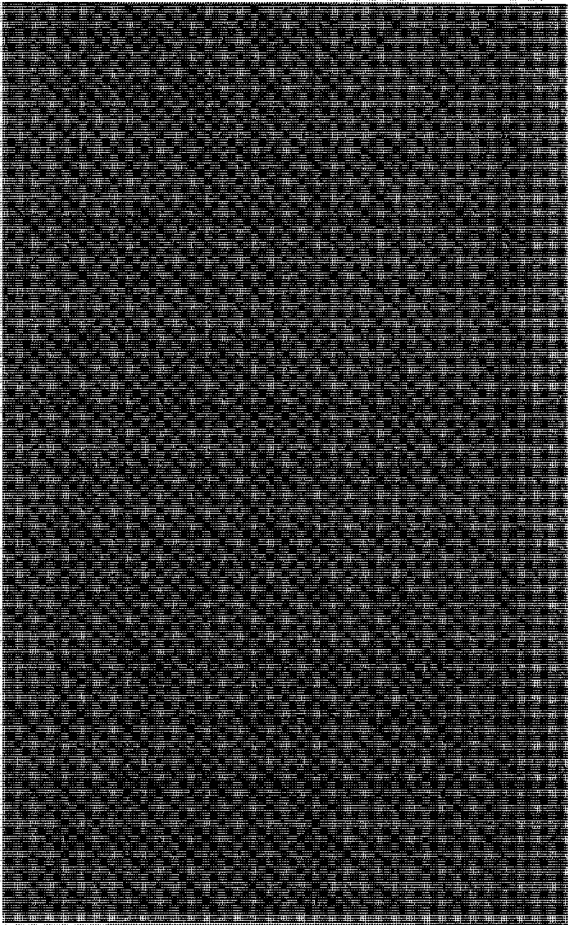
RH Companies
4499 Pond Hill Road
San Antonio, TX
78231 USA

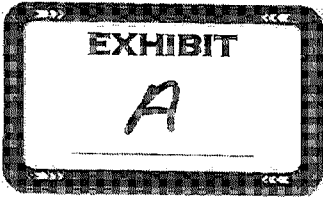
Billing Through: Jun 30,2024
Our File #: 1071-00001
Inv #: 30843

Attention: Ms. Valeria Barradas

RE: Akeen v Dasmen - Insurance Coverage

DATE LAWYER DESCRIPTION HOURS RATE AMOUNT

May-08-24	JDC		2.20	\$211.50	465.30
	KER		1.40	\$211.50	296.10
May-15-24	JDC		0.40	\$211.50	84.60
May-17-24	JLL		0.60	\$148.50	89.10



		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000
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	JLL		0.30	\$148.50	44.55
May-20-24	JLL		0.20	\$148.50	29.70
May-28-24	AJL		3.30	\$346.50	1,143.45
	JDC		1.20	\$211.50	253.80
May-29-24	AJL		1.00	\$346.50	346.50
	PEF		2.50	\$382.50	956.25
	JDC		0.80	\$211.50	169.20

May-30-24	AJL	0.30	\$346.50	103.95
May-31-24	AJL	2.20	\$346.50	762.30
	JLL	0.20	\$148.50	29.70
Jun-01-24	AJL	1.60	\$346.50	554.40
Jun-03-24	AJL	3.80	\$346.50	1,316.70
	JLL	1.00	\$148.50	148.50
	JLL	0.10	\$148.50	14.85

	JLL		0.20	\$148.50	29.70
Jun-04-24	JLL		0.20	\$148.50	29.70
Jun-05-24	AJL		1.70	\$346.50	589.05
	JLL		0.30	\$148.50	44.55
	JLL		0.10	\$148.50	14.85
Jun-06-24	AJL		1.30	\$346.50	450.45
	JLL		2.10	\$148.50	311.85
	JLL		0.90	\$148.50	133.65
	JLL		0.10	\$148.50	14.85
Jun-08-24	AJL		3.40	\$346.50	1,178.10

Jun-10-24	JLL	0.20	\$148.50	29.70
Jun-11-24	JLL	0.20	\$148.50	29.70
	JLL	0.20	\$148.50	29.70
	JLL	0.40	\$148.50	59.40
	JLL	0.10	\$148.50	14.85
Jun-12-24	AJL	2.50	\$346.50	866.25
	JLL	0.30	\$148.50	44.55
	JLL	0.30	\$148.50	44.55
	JLL	0.20	\$148.50	29.70
Jun-13-24	AJL	1.00	\$346.50	346.50

	JLL	0.60	\$148.50	89.10
	JLL	0.60	\$148.50	89.10
Jun-17-24	JLL	0.20	\$148.50	29.70
Jun-18-24	AJL	4.60	\$346.50	1,593.90
Jun-19-24	AJL	1.30	\$346.50	450.45
Jun-20-24	AJL	0.50	\$346.50	173.25
	JLL	0.10	\$148.50	14.85
	JLL	0.60	\$148.50	89.10

	JLL	0.30	\$148.50	44.55
	JLL	0.10	\$148.50	14.85
	JLL	1.50	\$148.50	222.75
Jun-21-24	AJL	0.20	\$346.50	69.30
Jun-24-24	JLL	0.10	\$148.50	14.85
	JLL	0.20	\$148.50	29.70
Jun-25-24	AJL	4.40	\$346.50	1,524.60
	JLL	0.80	\$148.50	118.80

JLL

0.30 \$148.50 44.55

JLL

0.10 \$148.50 14.85

Jun-26-24

AJL

1.00 \$346.50 346.50

JLL

0.10 \$148.50 14.85

JLL

0.20 \$148.50 29.70

Jun-27-24

AJL

5.90 \$346.50 2,044.35

	JAV	0.60	\$382.50	229.50
	SMK	0.10	\$211.50	21.15
	JLL	0.10	\$148.50	14.85
	JLL	0.10	\$148.50	14.85
Jun-28-24	AJL	5.50	\$346.50	1,905.75
Totals		68.90	\$20,350.35	

EXPENSES

May-29-24	Other - Conference Call charges on 5/29/24	13.34
Totals		\$13.34

Total Fee & Expenses	\$20,363.69
Balance Due This Invoice	\$20,363.69

Bienvenu, Foco & Viator LLC
4210 Bluebonnet Boulevard
Baton Rouge, LA 70809

Ph:225-388-5600 Fax:225-388-5622 Fed ID #: [REDACTED]
October 2, 2024

RH Companies
4499 Pond Hill Road
San Antonio, TX
78231 USA

Attention: Ms. Valeria Barradas
RE: Akeen v Dasmen - Insurance Coverage

Billing Through: Aug 31,2024
Our File #: 1071-00001
Inv #: 31095

DATE	LAWYER	DESCRIPTION	HOURS	RATE	AMOUNT
Jul-01-24	AJL	[REDACTED]	7.70	\$346.50	2,668.05
	KER	[REDACTED]	0.70	\$211.50	148.05
	KER	[REDACTED]	2.00	\$211.50	423.00
	SMK	[REDACTED]	0.50	\$211.50	105.75



[REDACTED]

EXHIBIT G

Jul-02-24	SMK		3.20	\$211.50	676.80
	JLL		0.20	\$148.50	29.70
	AJL		6.30	\$346.50	2,182.95
	KER		0.70	\$211.50	148.05
	SMK		1.80	\$211.50	380.70
	SMK		1.40	\$211.50	296.10

Jul-03-24

SMK

1.60 \$211.50 338.40

SMK

0.20 \$211.50 42.30

JLL

0.10 \$148.50 14.85

AJL

7.80 \$346.50 2,702.70

KER

5.50 \$211.50 1,163.25

SMK

1.90 \$211.50 401.85

	JLL		0.10	\$148.50	14.85
	JLL		0.10	\$148.50	14.85
	JLL		0.10	\$148.50	14.85
	JLL		0.10	\$148.50	14.85
	JLL		0.10	\$148.50	14.85
Jul-04-24	AJL		1.40	\$346.50	485.10
	SMK		1.50	\$211.50	317.25
	SMK		1.70	\$211.50	359.55
Jul-05-24	AJL		7.70	\$346.50	2,668.05

	KER	2.80	\$211.50	592.20
	SMK	1.80	\$211.50	380.70
	SMK	3.30	\$211.50	697.95
	SMK	1.80	\$211.50	380.70
Jul-06-24	KER	1.80	\$211.50	380.70
Jul-07-24	AJL	0.10	\$346.50	34.65
	JAV	0.70	\$382.50	267.75
	SMK	1.50	\$211.50	317.25

Jul-08-24	AJL	5.10	\$346.50	1,767.15
	KER	6.00	\$211.50	1,269.00
	SMK	1.80	\$211.50	380.70
	SMK	2.10	\$211.50	444.15
	JLL	0.10	\$148.50	14.85
	JLL	0.10	\$148.50	14.85
Jul-09-24	AJL	0.50	\$346.50	173.25

	JDC	0.40	\$211.50	84.60
	KER	4.30	\$211.50	909.45
	SMK	2.60	\$211.50	549.90
	JLL	0.10	\$148.50	14.85
	JLL	0.10	\$148.50	14.85
Jul-10-24	JLL	0.60	\$148.50	89.10
	JLL	0.20	\$148.50	29.70
Jul-11-24	AJL	0.40	\$346.50	138.60
	KER	5.70	\$211.50	1,205.55

	SMK	0.40	\$211.50	84.60
	JLL	0.30	\$148.50	44.55
	JLL	0.20	\$148.50	29.70
Jul-12-24	KER	0.50	\$211.50	105.75
	JLL	0.90	\$148.50	133.65
Jul-14-24	KER	9.50	\$211.50	2,009.25
Jul-15-24	AJL	7.60	\$346.50	2,633.40

Jul-16-24	AJL	2.40	\$346.50	831.60
	JLL	1.80	\$148.50	267.30
Jul-17-24	AJL	0.80	\$346.50	277.20
	AJL	0.50	\$346.50	173.25
	JLL	0.10	\$148.50	14.85
	JLL	0.20	\$148.50	29.70
Jul-18-24	JLL	0.10	\$148.50	14.85
	AJL	0.10	\$346.50	34.65
	JLL	0.10	\$148.50	14.85
Jul-22-24	AJL	1.80	\$346.50	623.70
	JLL	0.10	\$148.50	14.85

Jul-23-24	AJL	1.00	\$346.50	346.50
Jul-24-24	JLL	0.20	\$148.50	29.70
	JLL	0.30	\$148.50	44.55
Jul-30-24	AJL	0.50	\$346.50	173.25
Jul-31-24	AJL	0.20	\$346.50	69.30
	JLL	0.20	\$148.50	29.70
	JLL	0.10	\$148.50	14.85
Aug-02-24	AJL	0.30	\$346.50	103.95
Aug-05-24	JLL	0.10	\$148.50	14.85
Aug-06-24	AJL	1.00	\$346.50	346.50
Aug-15-24	AJL	0.60	\$346.50	207.90

	JLL		0.20	\$148.50	29.70
	JLL		0.10	\$148.50	14.85
	JLL		0.20	\$148.50	29.70
	JLL		0.10	\$148.50	14.85
Aug-16-24	AJL		0.30	\$346.50	103.95
	JLL		0.10	\$148.50	14.85
	JLL		0.10	\$148.50	14.85
	JLL		0.10	\$148.50	14.85
Totals			131.40	\$34,735.50	
Total Fee & Expenses					\$34,735.50
Balance Due This Invoice					\$34,735.50

Bienvenu, Foco & Viator LLC

4210 Bluebonnet Boulevard
Baton Rouge, LA 70809

Ph:225-388-5600

Fax:225-388-5622

Fed ID #:

November 15, 2024

RH Companies

4499 Pond Hill Road
San Antonio, TX
78231 USA

Billing Through: Oct 31,2024

Our File #: 1071-00001

Inv #: 31409

Attention: Ms. Valeria Barradas

RE: Akeen v Dasmen - Insurance Coverage

DATE	LAWYER	DESCRIPTION	HOURS	RATE	AMOUNT
Sep-04-24	JLL		0.20	\$148.50	29.70
Sep-05-24	AJL		0.60	\$346.50	207.90
Sep-09-24	AJL		0.10	\$346.50	34.65
	JLL		0.30	\$148.50	44.55
Sep-10-24	AJL		0.40	\$346.50	138.60
	JLL		0.10	\$148.50	14.85

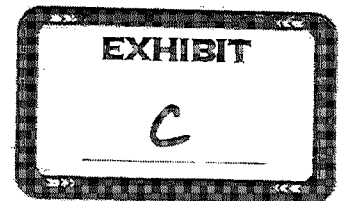


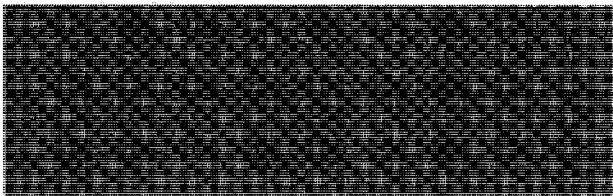
EXHIBIT G

Sep-17-24	AJL	0.70	\$346.50	242.55
Sep-18-24	AJL	6.30	\$346.50	2,182.95
Sep-19-24	AJL	0.40	\$346.50	138.60
Sep-20-24	AJL	0.40	\$346.50	138.60
	JLL	0.20	\$148.50	29.70
	JLL	0.20	\$148.50	29.70
Sep-24-24	AJL	0.20	\$346.50	69.30
Sep-25-24	JLL	0.10	\$148.50	14.85
	JLL	0.50	\$148.50	74.25
Oct-01-24	AJL	2.80	\$346.50	970.20
Oct-02-24	AJL	1.70	\$346.50	589.05

	JDC	0.20	\$211.50	42.30
Oct-03-24	AJL	0.30	\$346.50	103.95
Oct-07-24	JLL	0.20	\$148.50	29.70
	JLL	0.10	\$148.50	14.85
Oct-08-24	AJL	1.10	\$346.50	381.15
	JLL	0.30	\$148.50	44.55
Oct-09-24	AJL	5.50	\$346.50	1,905.75
Oct-10-24	AJL	0.10	\$346.50	34.65
Oct-11-24	AJL	0.70	\$346.50	242.55
Oct-14-24	AJL	0.20	\$346.50	69.30

	JLL		0.10	\$148.50	14.85
Oct-15-24	AJL		0.60	\$346.50	207.90
	JLL		0.20	\$148.50	29.70
Oct-16-24	JLL		0.20	\$148.50	29.70
Oct-21-24	AJL		0.30	\$346.50	103.95
Oct-22-24	AJL		0.40	\$346.50	138.60
	JLL		0.10	\$148.50	14.85
	JLL		0.10	\$148.50	14.85
Oct-23-24	AJL		1.50	\$346.50	519.75
Oct-24-24	AJL		0.10	\$346.50	34.65
Oct-31-24	AJL		0.40	\$346.50	138.60

EXHIBIT G



Totals	27.90	\$9,066.15
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EXPENSES

Sep-18-24	Local Travel - AJL parking in New Orleans, LA during oral argument on plaintiff's motion to compel or alt motion for adverse presumption for spoliation of evidence	20.59
	Out-of-town travel - AJL Mileage to/from New Orleans, LA (500 Poydras Street) for oral argument on plaintiff's motion to compel or alt motion for adverse presumption for spoliation of evidence (149.2 miles * @ 0.67/mile)	99.96
	Out-of-town travel - Lunch in New Orleans, LA following oral argument on plaintiff's motion to compel or alt motion for adverse presumption for spoliation of evidence	24.51
Oct-09-24	Local Travel - AJL parking in New Orleans, LA during hearing on MTC Motion for Adverse Inference	20.59
	Out-of-town travel - Lunch in New Orleans, LA following hearing on plaintiff's motion to compel or alt motion for adverse inference for spoliation of evidence	15.22
	Out-of-town travel - AJL Mileage Reimbursement to/from New Orleans, LA (500 Poydras Street) for hearing on MTC Motion for Adverse Inference (149.2 miles * .67 cents/mile)	99.96

Totals	\$280.83
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Total Fee & Expenses	\$9,346.98
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Balance Due This Invoice	\$9,346.98
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Bienvenu, Foco & Viator LLC
4210 Bluebonnet Boulevard
Baton Rouge, LA 70809

Ph:225-388-5600

Fax:225-388-5622

Fed ID #: [REDACTED]

January 22, 2025

RH Companies
4499 Pond Hill Road
San Antonio, TX
78231 USA

Billing Through: Nov 30,2024
Our File #: 1071-00001
Inv #: 31700

Attention: Ms. Valeria Barradas

RE: Akeen v Dasmen - Insurance Coverage

DATE	LAWYER	DESCRIPTION	HOURS	RATE	AMOUNT
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Nov-01-24	AJL	[REDACTED]	1.80	\$346.50	623.70
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Nov-04-24	AJL	[REDACTED]	2.20	\$346.50	762.30
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Nov-05-24	AJL	[REDACTED]	2.60	\$346.50	900.90
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Nov-21-24

AJL

0.20

\$346.50

69.30

Totals

6.80

\$2,356.20

Total Fee & Expenses

\$2,356.20

Balance Due This Invoice

\$2,356.20

Bienvenu, Foco & Viator LLC
4210 Bluebonnet Boulevard
Baton Rouge, LA 70809

Ph:225-388-5600

Fax:225-388-5622

Fed ID # [REDACTED]

February 4, 2025

RH Companies
4499 Pond Hill Road
San Antonio, TX
78231 USA

Billing Through: Jan 31,2025
Our File #: 1071-00001
Inv #: 31768

Attention: Ms. Valeria Barradas

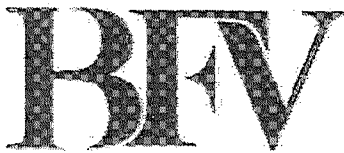
RE: Akeen v Dasmien - Insurance Coverage

DATE	LAWYER	DESCRIPTION	HOURS	RATE	AMOUNT
Dec-18-24	AJL	[REDACTED]	0.60	\$346.50	207.90
Jan-06-25	AJL	[REDACTED]	0.30	\$346.50	103.95
Jan-07-25	AJL	[REDACTED]	0.40	\$346.50	138.60

Totals 1.30 \$450.45

Total Fee & Expenses \$450.45
Balance Due This Invoice \$450.45





BIENVENU
FOCO
VIATOR

ANTHONY J. LASCARO
Partner
(225) 388-5605 TELEPHONE
(225) 388-5622 FACSIMILE
anthony.lascaro@bblawia.com

March 5, 2025

RH Copper Creek, LLC

Through its registered agent for service of process:
VCORP AGENT SERVICES, INC.
3867 PLAZA TOWER DR, 1ST FLOOR
BATON ROUGE, LA 70816

Via Certified Mail
(9589 0710 5270 0722 0089 78)

RH East Lake, LLC

Through its registered agent for service of process:
VCORP AGENT SERVICES, INC.
3867 PLAZA TOWER DR, 1ST FLOOR
BATON ROUGE, LA 70816

Via Certified Mail
(9589 0710 5270 0722 0089 61)

RH Chenault Creek, LLC

Through its registered agent for service of process:
VCORP AGENT SERVICES, INC.
3867 PLAZA TOWER DR, 1ST FLOOR
BATON ROUGE, LA 70816

Via Certified Mail
(9589 0710 5270 0722 0089 54)

RE: DEMAND ON OPEN ACCOUNT: Amount Past Due: \$67,252.82

To whom it may concern:

Our Firm, Bienvenu, Foco & Viator, LLC ("Firm"), was retained to represent RH Copper Creek, LLC, RH East Lake, LLC, and RH Chenault Creek, LLC ("RH Entities") concerning certain issues that arose in the matter styled *Joshua Akeem, et al. v. Dasmen Residential, LLC, et al.* Attached for your reference is a copy of the retention agreement (Exhibit "A"). We previously issued five invoices bearing invoice numbers 30843, 31095, 31409, 31700, and 31768 in connection with our representation of the RH Entities in this litigation. A summary of these invoices is attached (Exhibit "B"), and additional full copies available upon request. To date, none of these invoices has been paid, and the total outstanding is \$67,252.82. This amount is past due.

You may consider this letter to be a written demand pursuant to Louisiana Revised Statutes § 9:2781, and you are hereby advised that you may be liable for the Firm's attorneys' fees and costs incurred in connection with this matter should you fail to remit payment in the amount of \$67,252.82 within thirty (30) days of the date of your receipt of this letter. Please be further advised that, if payment in the stated amount is not received by the Firm within thirty (30) days of the date of your receipt of this letter, a lawsuit will be filed against you and we will pursue all fees, costs, and expenses allowed by Louisiana law.

4210 Bluebonnet Blvd., Baton Rouge, LA 70809 • PHONE: 225.388.5600 FAX: 225.388.5622 •



EXHIBIT G

March 5, 2025
Page 2

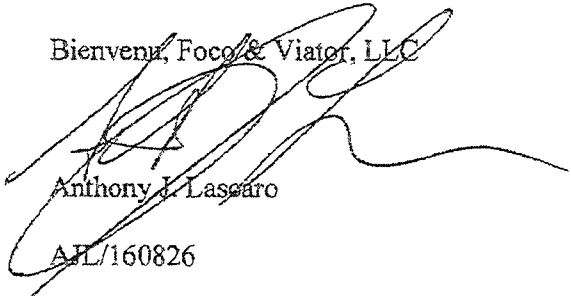
For your convenience, I've enclosed a copy of our Firm W9, and the check may be sent to:

Bienvenu, Foco & Viator, LLC
Attn: Molly Broussard, CFO
4210 Bluebonnet Blvd.
Baton Rouge, LA 70809

If you would prefer to make other arrangements, please contact Molly to coordinate. Thank you for your prompt attention to this matter.

Sincerely,

Bienvenu, Foco & Viator, LLC


Anthony J. Lascaro

ATL/160826

Enclosures

CC:

Moshe "Mark" Silber
Managing Partner
Rhodium Asset Management, LLC
RH Copper Creek, LLC
RH East Lake, LLC
RH Chenault Creek, LLC
One World Trade Center, Suite 8500
New York, NY 10007

Via Fax (212-666-3220)
&
E-Mail (mark@rhodiumre.com)

Justin Utz
Chief Operating Officer
The Lynd Company & Lynd Management Group
d/b/a Lynd Living
4499 Pond Hill Road
San Antonio, TX 78231

Via Fax (210-733-6125)
&
E-Mail (jutz@lynd.com)

Stephen Abrunzo
Director of Risk Management
NB Affordable
100 Philips Parkway
Montvale, NJ 07645

Via Fax (212-466-6167)
&
E-Mail (sabrunzo@nbaffordable.com)

EXHIBIT G

March 5, 2025
Page 3

Valeria Barradas
Director of Property Accounting
The Lynd Company & Lynd Management Group
d/b/a Lynd Living
4499 Pond Hill Road
San Antonio, TX 78231

Via Fax (210-733-6125)
&
E-Mail (vbarradas@lynd.com)

Molly Broussard

Firm



BIENVENU
FOCO
VIATOR

JACQUELINE M. BRETTNER
Partner

225-388-5614 (direct dial)
504-782-1166 (Cell)
225-388-5622 (facsimile)
Jacqueline.Brettner@bblawla.com

May 14, 2024

VIA EMAIL ONLY

Attn.: Mr. Mark Silber, Member
One World Trade Center, Suite 8500
New York, NY 10007
RH Copper Creek LLC, et. al.¹
Via Claims Specialist:
Mr. Yosef Wolf, EVU Residential
100 Phillips Parkway
Montvale, New Jersey 09973
Email: ywolf@evu.com

Physical Copies of Billings to:

Attn.: Lynd
4499 Pond Hill Road
San Antonio, Texas 78231

Billings via Email to:

Attn.: Ms. Valeria Barradas
Email: vbarradas@lynd.com

RE: *Co-Counsel engagement relating to Insurance Coverage relating to and/or arising from the matter captioned: Akeem v. Dasmen, et. al., EDLA 19-cv-13650 consolidated with: 19-13673; 19-13705; 19-14634; 19-636; 19-14637; 20-187 (the "Consolidated Litigation")*

Dear Alex and Ira,

Thank you for the opportunity to serve as local co-counsel for RH Copper Creek LLC, R.H. East Lake LLC, R.H. Chenault Creek LLC (collectively, "You" or "RH Companies") relating to insurance coverage issues, including but not limited to the preparation of an opposition to be filed against the Motion for Partial Summary Judgment filed on April 24, 2024 by your insurer, Wilshire Insurance Company ("Wilshire"), and all accompanying research, analysis, drafting, editing, filing, and any other associated tasks, fees, costs, and expenses associated with insurance coverage related matters arising from or otherwise relating to the Consolidated Litigation. We sincerely hope you will be pleased with the services of Bienvenu, Foco & Viator, LLC (the "Firm").

This letter sets forth the terms upon which the Firm agrees to represent You, including the nature of the engagement, the Firm's conflicts of interest policy, and the fees associated with our services, effective May 9, 2024.

SCOPE OF SERVICES

¹ This includes R.H. East Lake LLC, and R.H. Chenault Creek LLC.

4210 Bluebonnet Blvd., Baton Rouge, LA 70809

PHONE: 225.388.5600 FAX: 225.388.5622

bblawla.com

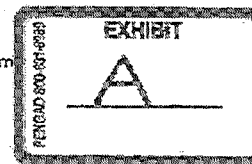


EXHIBIT G

You have engaged the Firm to represent the R.H. Companies in connection with the Consolidated Litigation, as noted in detail in pg. 1 of this Engagement Letter. If You request additional and/or more specific engagements in the future, and the Firm accepts such engagements, the provisions of this letter will likewise apply to any such additional engagements.

This engagement letter does not encompass, nor does it engage the Firm to represent You in, any matter not described above. Further, this engagement specifically excludes any advice or representation related to securities.

CONFLICTS OF INTEREST

We have conducted our conflict-of-interest check and advise that we are not aware of any conflict at this time which would prevent us from representing You. We are obviously mindful of the potential for conflicts of interest which could arise in representing You and other clients of the Firm. We reasonable believe that our representation of You in a matter adverse to one of our other clients would not be adversely affected merely because of our representation of such other client on another and unrelated matter. Accordingly, it is understood that our representation on Your behalf is conditioned on Your consent at this time to our representation of both You and such other clients for so long as the matters are unrelated.

ASSIGNMENT OF FIRM PERSONNEL

I will be primarily responsible for the supervision of Your matter, but You are engaging the Firm, not me individually. In effort to maintain a streamlined representation of You in these matters, I may also call upon the expertise of fellow BFV partners, associate attorneys and paralegals, when necessary and efficient, from time to time.

LEGAL FEES, EXPENSES, AND BILLINGS

Our legal fees are determined on an hourly rate for lawyers' time, plus actual costs incurred in connection with the legal representation. Our hourly rates for this matter are as follows:

Attorney/Paralegal	Hourly Rate
Jacqueline M. Brettner, Partner	\$382.50 per hour
Anthony J. Lascaro, Partner	\$346.50 per hour
Jeremy D. Carter, Associate	\$211.50 per hour
Jennifer L. LeGlue, Paralegal	\$148.50 per hour

If circumstances require that attorneys or paralegals not listed above perform work on this legal matter, their rates will correspond to those above, taking into account their levels of experience. These hourly rates are based on experience and subject to change as the Firm generally reviews and, when appropriate, adjusts attorney and paralegal rates at the beginning of each calendar year. As time is of the essence in the Consolidated Litigation, I may employ timekeepers other than those listed at the rates listed which correspond with their level of expertise without prior consultation. However, and as always, I will staff this matter in the manner most efficient and effective for our representation of You in the Consolidated Litigation.

Hourly billing will be to the tenth (1/10th) of an hour for time spent on Your matter. Detailed time records maintained by each attorney and paralegal will be available at any time for Your review on a confidential basis. Billable time includes all time spent on the representation including, but not limited to, legal and other research; drafting/reading emails, letters, pleadings, and documents; telephone calls; consultations and conferences with clients, witnesses, court personnel, and other persons; settlement negotiations; pretrial preparation; discovery; fact investigation; reviewing materials; travel time; and court appearances.

Costs and disbursements: You are responsible for payment of any expenses properly and reasonably incurred on Your behalf, including reimbursement of all disbursements advanced by the Firm. Such expenses and disbursements may include, but are not limited to, photocopying charges, long distance telephone calls, travel expenses, postage, medical records, deposition costs and fees, transcript costs, witness fees, expert fees, subpoena costs, filing fees and other court costs, recordation fees, sheriffs and service fees, travel expenses including but not limited to airfare, lodging, mileage (based on the rate set by the Internal Revenue Service), automobile rental charges, and meals, investigation fees, courier fees, trial consultant costs, mediation fees, trial exhibit costs, photographic, electronic or digital evidence production, computer research charges, and other charges for items incident to the performance of our legal services. Costs exceeding \$500, such as expert witness fees and deposition costs, may be billed directly to You, for which You hereby agree to make prompt, direct payments to the vendor. The Firm will attempt to notify You prior to advancing any individual item of which the cost is likely to exceed \$2,500.

Billing arrangements: Itemized statements of services and disbursements will be sent to You monthly, with payment to be made within thirty (30) days of the invoice date. If You have any questions regarding the billing format or any information contained in any invoice or statement, please contact the Firm so that we can try to resolve any concerns promptly and amicably.

We have made no guarantees whatsoever as to the total professional fees and costs to be incurred in this representation, nor the outcome(s) of our representation of You in the Consolidated Litigation. Should we provide in the future any good faith estimates regarding professional fees and costs, these estimates are to be employed as a guide and are in no way binding.

RETAINER

In this matter, we are not requesting a retainer. However, we reserve the right to request a retainer at any time during our future handling of this matter. If, and when, a retainer is requested for this representation, that retainer will be held exclusively for the payment of legal services rendered and costs incurred in connection with the handling of this matter. The retainer will be deposited into our client trust account until the conclusion or termination of our engagement; and will be applied against the Firm's final invoice in this matter (and any outstanding account balance), with the remaining balance, if any, returned to you at that time. However, we reserve the right, at any time, to apply the retainer to any or all of your outstanding account balance. Similarly, if the scope of our engagement or representation otherwise changes materially, we reserve the right to require an increase in the retainer. We also reserve the right to require separate retainers for any

other additional engagements that you request, and we accept, in the future. We trust that you will find this arrangement satisfactory.

CLIENT COOPERATION AND MUTUAL COMMUNICATION

In order to effectively advocate Your interests, it is important for You to understand, that You have an affirmative obligation to assist and to cooperate with the Firm during this engagement. For example, You may be required to furnish certain information and documents, and You may be expected to provide requested documentation promptly to the appropriate firm representative, whether an attorney, paralegal, or secretary. You must also be available to work with the Firm in preparation for meetings, depositions, hearings, etc. and to discuss issues as they arise throughout this matter. Your noncooperation will be grounds for the Firm's withdrawal; thus, it is essential that we maintain open communication through this, and any future, engagements.

In return, the Firm will keep You informed of the status of this matter and consult with You when appropriate. Copies of significant correspondence and documents will be sent to the person designated by You from time to time for that purpose. Unless You instruct us otherwise, we will treat You as the designated representative for this matter.

In the event You need to reach the Firm and the person sought is unavailable, please leave a message for that person disclosing the nature and urgency of the call. It is our policy that all calls will be returned promptly, and in any event no later than within three (3) business days of receipt of the call; if You have not received a return call within that time, please call again. You also have access to my personal mobile number (contained within my email signature block). Feel free to use it if you need to reach me with urgency.

WITHDRAWAL OR TERMINATION

This engagement and our attorney-client relationship will terminate when we have completed the services in the matters covered by this engagement letter and any written supplement to this engagement letter, whether we have been paid in full and whether we have yet delivered all completed work product to You.

You also have the right to terminate this engagement at any time, but Your termination of our services will not affect Your responsibility for payment of legal services rendered and of other charges incurred before termination and/or in connection with an orderly transition of the matter.

The Firm also reserves the right to withdraw from the engagement, and from representing You subject to the ethical restrictions imposed upon us by the applicable Rules of Professional Responsibility if You fail: (i) to cooperate with the Firm's representation, (ii) to make timely payments as required pursuant to this letter, or (iii) you request the Firm undertake any position or action that in our good-faith opinion requires and/or permits our withdrawal because of professional duties imposed upon us by the applicable Rules of Professional Responsibility.

If the Firm seeks to terminate this engagement for any reason, reasonable notice will be given to You. If we withdraw, You hereby agree to cooperate in the execution of any documents to effect that withdrawal including, but not limited to, a motion to withdraw as counsel of record.

You also agree to pay the Firm for all services rendered and other reasonably related charges incurred prior to the notice of withdrawal and/or as a result of an orderly transition of the matter.

FILES

Upon the termination of a matter, either by withdrawal or closing of the file, any hard copy client files associated with this matter shall be reviewed by us before being closed and prepared for storage. We will not close a file until we have reviewed it to identify all client property. Upon notice of termination of a matter, You have ten (10) years to request a copy of Your file, after which time such file shall be reviewed for possible destruction. If we decide that such file should be destroyed, we shall give you written notice of at least 90 days prior to destruction.

BINDING AGREEMENT

This letter represents the entire agreement between You and the Firm (collectively, this letter and the Policy constitute the "Agreement"). Any conflicts between the same will be resolved in favor of the terms set forth herein.

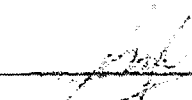
By signing below, You acknowledge that this Agreement has been carefully reviewed and its content understood. You also agree to be bound by all of this Agreement's terms and conditions. Furthermore, You acknowledge that the Firm has made no representations to You regarding the outcome of the matter for which the Firm has been engaged hereunder. Finally, no change or waiver of any of the provisions of this letter shall be binding on either You or the Firm unless the change is in writing and signed by both You and an authorized representative of the Firm.

If this letter reflects Your understanding of our relationship, please sign and return an executed copy. Your instructing us or continuing to instruct us on this matter following the delivery of this letter to You will also constitute Your full acceptance of the terms set forth above.

Thank you again for this opportunity to be of service to You; we look forward to working with You.

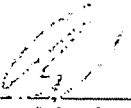
Sincerely,

BIENVENU, FOCO & VIATOR, LLC

By: 
Jacqueline M. Brettner

AGREED AND CONSENTED TO BY

RH Copper Creek LLC
R.H. East Lake LLC
& R.H. Chenault Creek LLC

By: 
Mr. Mark Silber, Member

Date: _____

Bienvenu, Foco & Viator LLC
4210 Bluebonnet Boulevard
Baton Rouge, LA 70809 USA

Telephone: 225-388-5600 Fax: 225-388-5622

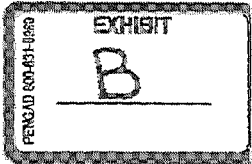
RH Companies As at Feb 4, 2025
4499 Pond Hill Road Interest Charge To Feb 4, 2025
San Antonio, TX 78231 USA

REMINDER NOTICE

RE: Akeen v Dasmen - Insurance Coverage

Bill Date	Matter #	Inv #	Billed	Interest	Paid	Due	Rate	Aging
Aug -23-24	1071-00001	30843	20,363.69	0.00	0.00	20,363.69	0.00%	> 120 days
Oct -02-24	1071-00001	31095	34,735.50	0.00	0.00	34,735.50	0.00%	> 120 days
Nov -15-24	1071-00001	31409	9,346.98	0.00	0.00	9,346.98	0.00%	<=90 days
Jan -22-25	1071-00001	31700	2,356.20	0.00	0.00	2,356.20	0.00%	<=30 days
Feb -04-25	1071-00001	31768	450.45	0.00	0.00	450.45	0.00%	<=30 days
Totals			\$67,252.82	\$0.00	\$0.00	\$67,252.82		

Balance Due and Owing \$67,252.82



**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin, For guidance related to the purpose of Form W-9, see Purpose of Form, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) BIENVENU, FOCO & VIATOR, LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any): Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any): (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 4210 BLUEBONNET BLVD 6 City, state, and ZIP code BATON ROUGE, LA 70809 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table><tr><td>Social security number</td></tr><tr><td><div></div></td></tr><tr><td>or</td></tr><tr><td>Employer identification number</td></tr><tr><td><div></div></td></tr></table>	Social security number	<div></div>	or	Employer identification number	<div></div>
Social security number						
<div></div>						
or						
Employer identification number						
<div></div>						

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	Sign Here Signature of U.S. person <i>Molly Browne</i> Date 7/9/24
--	--

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

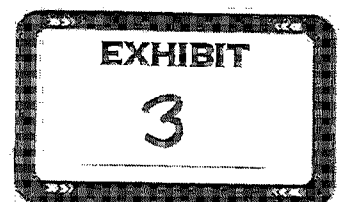
Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY																	
<p><input checked="" type="checkbox"/> Complete items 1, 2, and 3.</p> <p><input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you.</p> <p><input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>RH Cooper Creek, LLC Through registered agent of service. VCORP Agent Services, Inc. 3867 Plaza Tower Dr 1st Floor Baton Rouge, LA 70816</p> <p> 9590 9402 7563 2098 8947 77</p> <p>2. Article Number (Transfer from service label)</p> <p>589 0710 5270 0722 0089 78</p>		<p>A. Signature  <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) ABBY SARMIENTO</p> <p>C. Date of Delivery 2/2/25</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type</p> <table border="0"><tr><td><input type="checkbox"/> Adult Signature</td><td><input type="checkbox"/> Priority Mail Express®</td></tr><tr><td><input type="checkbox"/> Adult Signature Restricted Delivery</td><td><input type="checkbox"/> Registered Mail™</td></tr><tr><td><input type="checkbox"/> Certified Mail®</td><td><input type="checkbox"/> Registered Mail Restricted Delivery</td></tr><tr><td><input type="checkbox"/> Certified Mail Restricted Delivery</td><td><input type="checkbox"/> Signature Confirmation®</td></tr><tr><td><input type="checkbox"/> Collect on Delivery</td><td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td></tr><tr><td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td><td></td></tr><tr><td><input type="checkbox"/> Insured Mail</td><td></td></tr><tr><td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td><td></td></tr></table>		<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation®	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Collect on Delivery Restricted Delivery		<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®																		
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™																		
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery																		
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation®																		
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery																		
<input type="checkbox"/> Collect on Delivery Restricted Delivery																			
<input type="checkbox"/> Insured Mail																			
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)																			

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt



USPS TRACKING#

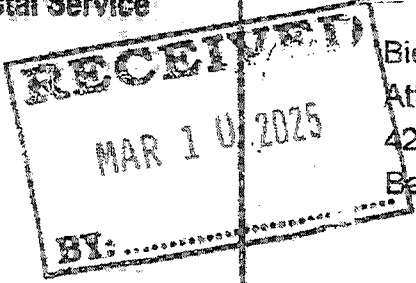


First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 7563 2098 8947 77

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box •



Bienvenu, Foco, & Viator
Attn: Anthony Lascaro
4210 Bluebonnet Blvd
Baton Rouge, LA 70809

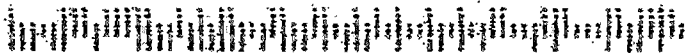


EXHIBIT G

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.

Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

RH East Lake, LLC
Through registered agent of service:
VCORP Agent Services, Inc.
3867 Plaza Tower Dr 1st Floor
Baton Rouge, LA 70816


9590 9402 7563 2098 8947 84

2. Article Number (Transfer from service label)

9589 0710 5270 0722 0089 61

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature



☒ Agent
☐ Addressee

B. Received by (Printed Name)

R. Y. SARMIENTO

C. Date of Delivery

3/2/25

D. Is delivery address different from item 1?

☐ Yes
☒ No
If YES, enter delivery address below:

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation®
☐ Signature Confirmation Restricted Delivery

EXHIBIT G

USPS TRACKING#



707
3 L

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 7563 2098 8947 84

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

Bienvenu, Foco, & Viator
Attn: Anthony Lascaro
4210 Bluebonnet Blvd
Baton Rouge, LA 70809

RECEIVED

MAR 10 2021

BY:



EXHIBIT G

SENDER: COMPLETE THIS SECTION

- ☒ Complete items 1, 2, and 3.
☒ Print your name and address on the reverse so that we can return the card to you.
☒ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

RH Chenault Creek, LLC
Through registered agent of service:
VCORP Agent Services, Inc.
3867 Plaza Tower Dr 1st Floor
Baton Rouge, LA 70816



9590 9402 7563 2098 8947 91

2. Article Number (Transfer from service label)

9589 0710 5270 0722 0089 54

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

ABBY SARMIENTO

8/2/21

D. Is delivery address different from item 1?

☒ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

EXHIBIT G



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 7563 2098 8947 91

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box •

RECEIVED
MAR 10 2025
BY:

Bienvenu, Foco, & Viator
Attn: Anthony Lascaro
4210 Bluebonnet Blvd
Baton Rouge, LA 70809

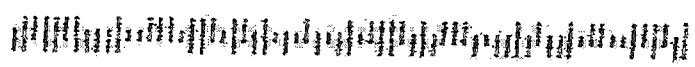


EXHIBIT G

NINETEENTH JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

BIENVENU, FOCO & VIATOR, LLC,
Petitioner

v.

RH COPPER CREEK, LLC; RH EAST
LAKE, LLC; AND RH CHENAULT
CREEK, LLC
Defendants

*
*
* DOCKET NO: 761630
*
*
* DIVISION: 27
*
*
*

MOTION FOR DEFAULT JUDGMENT PURSUANT TO LA. C.C.P. ART. 1702.1
WITH INCORPORATED MEMORANDUM IN SUPPORT

NOW INTO COURT, through undersigned counsel, comes Petitioner, BIENVENU, FOCO & VIATOR, LLC (“BFV” or “Petitioner”), which hereby moves this Court to enter a default judgment against Defendants, RH COPPER CREEK, LLC, RH EAST LAKE, LLC, and RH CHENAULT CREEK, LLC (collectively the “RH Companies” or “Defendants”). This relief is reasonable, appropriate, and should be granted for the following reasons:

A DEFAULT JUDGMENT IS WARRANTED.

1.

BFV’s *Petition for Collection on Open Account* (“*Petition*”) was filed on April 9, 2025.¹

2.

Each of the Defendants previously appointed VCORP AGENT SERVICES, INC. as its agent for service of process,² and each of the Defendants was personally served through said agent on April 23, 2025.³

3.

Pursuant to La. C.C.P. art. 1001, the Defendants were required to answer within 21 days of service. Accordingly, Defendants’ answers were due on or before May 14, 2025. Nevertheless, by reference to the Certificate of the Clerk of this Court filed contemporaneously with this Motion, this Court will see that no answer or other pleading was filed by Defendants.

BFV HAS ESTABLISHED A *PRIMA FACIE* CASE.

And now, in further support of this Motion, BFV submits the following evidence as *prima facie* proof of the open account made the subject of its *Petition*:

¹ See BFV’s *Petition* (Exhibit “A”). No discovery requests were served with BFV’s *Petition*.

² See Certified Secretary of State Records for the Defendants, which are attached *en globo* (Exhibit “B”).

³ See Certified Copies of the Returns of Service for the Defendants, which are attached *en globo* (Exhibit “C”).

4.

As required by La. C.C.P. art. 1702(B)(3), attached hereto as Exhibit “D” is an Affidavit of Correctness of Account executed by BFV’s Chief Financial Officer, Molly Broussard.

5.

BFV is a law firm with an office in Baton Rouge, Louisiana. From this office, it serves clients throughout Louisiana.⁴

6.

In May, 2024, BFV was retained to represent Defendants concerning insurance coverage-related matters arising in litigation then-pending in Louisiana, in particular the matter styled *Joshua Akeem, et al. v. Dasmen Residential, LLC, et al.*, consolidated with 19-CV-13673, 19-CV-13705, 19-CV-14634, 19-CV-636, 19-CV-14637, and 20-CV-187 (collectively the “Consolidated Litigation”).⁵

7.

Appended to the Affidavit of Correctness are true, accurate, and correct copies of the five invoices BFV sent Defendants concerning BFV’s work in the Consolidated Litigation: Invoice No. 30843 (\$20,363.69), Invoice No. 31095 (\$34,735.50), Invoice No. 31409 (\$9,346.98), Invoice No. 31700 (\$2,356.20), and Invoice No. 31768 (\$450.45). These invoices total SIXTY-SEVEN THOUSAND, TWO HUNDRED AND FIFTY-TWO AND 82/100 DOLLARS (\$67,252.82),⁶ which amount remains unpaid.⁷

8.

The foregoing is *prima facie* proof of BFV’s claims against Defendants.⁸

AN AWARD OF ATTORNEY’S FEES IS PROPER.

9.

BFV also seeks reasonable attorney’s fees in connection with this open account pursuant to La. R.S. § 9:2781. This statute provides that a claimant shall be liable for attorneys fees incurred in collecting the open account if no payment is received within thirty days after written demand is sent.⁹

⁴ See Affidavit of Correctness at ¶¶ 1 – 2 (Exhibit “D”).

⁵ See Affidavit of Correctness at ¶ 3 (Exhibit “D”); see also May 14, 2024 Retention Agreement at pg.2, which is attached as sub-Exhibit “1-A” to the Affidavit of Anthony Lascaro (Exhibit “E”).

⁶ See Affidavit of Correctness at ¶ 5 and sub-exhibits “D-1” through “D-5” (Exhibit “D”).

⁷ See Affidavit of Correctness at ¶ 6 (Exhibit “D”).

⁸ See La. C.C.P. art. 1702(B)(3) (providing that “When the sum due is on open account . . . , an affidavit of the correctness thereof shall be prima facie proof.”).

⁹ See La. R.S. § 9:2781(A) (providing in pertinent part that “[w]hen any person fails to pay an open account within thirty days after the claimant sends written demand therefor correctly setting forth the amount

10.

Attached hereto as **Exhibit “E”** is an affidavit from undersigned counsel attaching a true, accurate, and correct copy of the demand letter sent to Defendants on March 5, 2025.¹⁰ This demand letter correctly set forth the amount owed, and when no payment was received within thirty days thereof, the Petition instituting this suit was filed. Because Defendants failed to pay the open account within thirty days of the demand letter, BFV’s attorney’s fees are properly taxable under La. R.S. § 9:2781(A).

11.

As of the date of filing this Motion, undersigned counsel has spent approximately 13.3 hours pursuing this open account, which time was spent preparing the demand letter, preparing the Petition and documents and affidavits in support thereof, reviewing the returns of service, researching the new rules enacted by the Legislature for default judgments, and preparing and filing this Motion and the associated affidavits, certifications, and supporting documents and exhibits.¹¹

12.

As reflected in the retention agreement between BFV and the Defendants, Defendants agreed to compensate undersigned counsel at the rate of \$346.50 per hour.¹² Accordingly, BFV submits that it should be compensated at this rate for each of the 13.3 hours expended by its counsel on this matter. BFV respectfully submits that the FOUR THOUSAND, SIX HUNDRED AND EIGHT AND 45/100 DOLLARS (\$4,608.45) fee this represents is a fair and reasonable amount of attorney’s fees in connection with this matter and should be taxed accordingly.

**THIS MOTION SHOULD BE GRANTED
WITHOUT THE NEED OF APPEARING FOR A HEARING.**

13.

La. C.C.P. art. 1702.1 provides that a default judgment may be granted without appearing for a hearing when a certification satisfying the requirements of said Article is included with the Motion for Default Judgment.

owed, that person shall be liable to the claimant for reasonable attorney fees for the prosecution and collection of such claim when judgment on the claim is rendered in favor of the claimant. Citation and service of a petition shall be deemed written demand for the purpose of this Section.” (emphasis added)).

¹⁰ See March 5, 2025 Demand Letter to Defendants, which is attached as sub-Exhibit “1” to the Affidavit of Anthony Lascaro (**Exhibit “E”**).

¹¹ See Affidavit of Anthony Lascaro at ¶ 6 (**Exhibit “E”**).

¹² See May 14, 2024 Retention Agreement at pg.2, which is attached as sub-Exhibit “1-A” to the Affidavit of Anthony Lascaro (**Exhibit “E”**).

14.

Accordingly, in addition to all of the foregoing, in keeping with the requirements of Article 1702.1, and in furtherance of the desire to obtain a judgment of default without need of appearing for a hearing in open court, a Certification Pursuant to La. C.C.P. art. 1702.1 is located below.

15.

All of the attached Exhibits are offered, filed, introduced, and submitted in support of this Motion.

PRAYER

THEREFORE, a *prima facie* case having been established for all the foregoing reasons, Petitioner, BIENVENU, FOCO & VIATOR, LLC, prays that this Motion be granted and that there be a judgment of default entered herein in favor of BIENVENU, FOCO & VIATOR, LLC and against Defendants, RH COPPER CREEK, LLC, RH EAST LAKE, LLC, and RH CHENAULT CREEK, LLC, finding and decreeing them jointly and solidarily liable to BIENVENU, FOCO & VIATOR, LLC for:

- a. The full sum of SIXTY-SEVEN THOUSAND, TWO HUNDRED AND FIFTY-TWO AND 82/100 DOLLARS (\$67,252.82);
- b. Legal interest thereon at the maximum legal rate from April 9, 2025, until paid;
- c. Attorney's fees in the amount of FOUR THOUSAND, SIX HUNDRED AND EIGHT AND 45/100 DOLLARS (\$4,608.45);
- d. All costs of these proceedings; and
- e. Such other legal and equitable relief as the justice of this cause may require and permit.

CERTIFICATION PURSUANT TO LA. C.C.P. ART. 1702.1

In keeping with the requirements of La. C.C.P. art. 1702.1, undersigned counsel does hereby certify as follows:

- a. The above-captioned suit is a suit on open account;
- b. The necessary affidavit of BFV's Chief Financial Officer Molly Broussard and the invoices forming the basis of the above-captioned suit are attached hereto¹³;
- c. Attorney's fees are sought pursuant to La. R.S. § 9:2781, and the affidavit of undersigned counsel in support of these attorney's fees is attached hereto¹⁴;
- d. The number of days required by La. R.S. § 9:2781(A) have elapsed since demand was made upon the Defendants¹⁵;

¹³ See Affidavit of Correctness and sub-exhibits "D-1" through "D-5" (Exhibit "D").

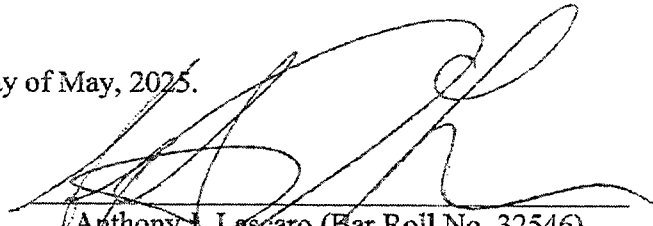
¹⁴ See Affidavit of Anthony Lascaro (Exhibit "E").

¹⁵ See March 5, 2025 Demand Letter to Defendants, which is attached as sub-Exhibit "1" to the Affidavit of Anthony Lascaro (Exhibit "E").

- e. Each of the Defendants was personally served through its agent for service of process on April 23, 2025¹⁶;
- f. The Certificate of the Clerk of Court required by La. C.C.P. art. 1702.1(B) is included with this Motion; and
- g. A proposed default judgment is included with this Motion.

I hereby CERTIFY that the foregoing information is true and correct to the best of my knowledge, information, and belief.

Baton Rouge, Louisiana, this 15th day of May, 2025.



Anthony J. Lascaro (Bar Roll No. 32546)
Counsel for Petitioner

Respectfully submitted,



BIENVENU FOCO & VIATOR, LLC

David M. Bienvenu, Jr. (Bar Roll No. 20700)
Phillip E. Foco (Bar Roll No. 25670)
John Allain Viator (Bar Roll No. 25915)
Anthony J. Lascaro (Bar Roll No. 32546)
Samantha M. Kennedy (Bar Roll No. 39428)
Jeremy D. Carter (Bar Roll No. 39829)
Katherine E. Roberts (Bar Roll No. 40927)
4210 Bluebonnet Blvd.
Baton Rouge, LA 70809
Phone: (225) 388-5600
Fax: (225) 388-5622
E-mail: david.bienvenu@bblawla.com
phillip.foco@bblawla.com
john.viator@bblawla.com
anthony.lascaro@bblawla.com
samantha.kennedy@bblawla.com
jeremy.carter@bblawla.com
katherine.roberts@bblawla.com

Counsel for Petitioner

¹⁶ See Certified Secretary of State Records for the Defendants, which are attached *en globo* (Exhibit "B"); see Certified Copies of the Returns of Service for the Defendants, which are attached *en globo* (Exhibit "C").

NINETEENTH JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

BIENVENU, FOCO & VIATOR, LLC,
Petitioner

v.

RH COPPER CREEK, LLC; RH EAST
LAKE, LLC; AND RH CHENAULT
CREEK, LLC
Defendants

*

*

* DOCKET NO: 761630

*

*

* DIVISION: 27

*

*

CERTIFICATE OF CLERK OF COURT

I HEREBY CERTIFY that on the _____ day of _____,
2025, the record of the above-captioned matter was examined by the Clerk of this Court and no
answer or other pleading was found to have been filed within the time prescribed by law or by the
Court.

THUS REVIEWED AND CERTIFIED this _____ day of _____,
2025, in Baton Rouge, Louisiana

CLERK OF COURT FOR THE NINETEENTH
JUDICIAL DISTRICT COURT

NINETEENTH JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

BIENVENU, FOCO & VIATOR, LLC,
Petitioner

v.

RH COPPER CREEK, LLC; RH EAST
LAKE, LLC; AND RH CHENAULT
CREEK, LLC
Defendants

*
*
* DOCKET NO: 761630
*
*
*
* DIVISION: 27
*
*
*

JUDGMENT

More than twenty-one (21) days have elapsed since the service of citation and the Petition for Collection on Open Account on Defendants, RH COPPER CREEK, LLC, RH EAST LAKE, LLC, and RH CHENAULT CREEK, LLC; the Defendants having failed to appear and answer; due *prima facie* proof having been produced by Petitioner BIENVENU, FOCO & VIATOR, LLC in support of its Petition, and considering the law, evidence, and BFV’s May 15, 2025, Motion for Default Judgment Pursuant to La. C.C.P. art. 1702.1 and the exhibits thereto (“**Motion**”), which are admitted as prayed:

IT IS ORDERED, ADJUDGED, AND DECREED that the Motion is hereby **GRANTED**;

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that there be Judgment herein in favor of Petitioner BIENVENU, FOCO & VIATOR, LLC, and against Defendants, RH COPPER CREEK, LLC, RH EAST LAKE, LLC, and RH CHENAULT CREEK, LLC, finding and adjudicating Defendants, RH COPPER CREEK, LLC, RH EAST LAKE, LLC, and RH CHENAULT CREEK, LLC jointly and solidarily liable to BIENVENU, FOCO & VIATOR, LLC for:

- a. The full sum of SIXTY-SEVEN THOUSAND, TWO HUNDRED AND FIFTY-TWO AND 82/100 DOLLARS (\$67,252.82);
- b. Legal interest thereon at the maximum legal rate from April 9, 2025, until paid;
- c. Attorney’s fees in the amount of FOUR THOUSAND, SIX HUNDRED AND EIGHT AND 45/100 DOLLARS (\$4,608.45); and
- d. All costs of these proceedings

JUDGMENT READ, RENDERED, AND SIGNED in Baton Rouge, Louisiana this _____ day of _____, 2025.

HON. TIFFANY FOXWORTH-ROBERTS
DISTRICT JUDGE

EAST BATON ROUGE PARISH
Filed Apr 09, 2025 2:36 PM
Deputy Clerk of Court
E-File Received Apr 07, 2025 1:38 PM
EAST BATON ROUGE PARISH
Filed May 16, 2025 2:41 PM
Deputy Clerk of Court
File Received May 15, 2025 11:26 AM

C-761630
27
C-761630
27

NINETEENTH JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

BIENVENU, FOCO & VIATOR, LLC, *
Petitioner *
v. * DOCKET NO: _____
*
RH COPPER CREEK, LLC; RH EAST *
LAKE, LLC; AND RH CHENAULT *
CREEK, LLC * DIVISION: " _____"
Defendants *
*

PETITION FOR COLLECTION OF OPEN ACCOUNT

NOW INTO COURT, through undersigned counsel, comes Petitioner, BIENVENU, FOCO & VIATOR, LLC (sometimes referred to below as "BFV" or "Petitioner"), a limited liability company chartered under the laws of the State of Louisiana, that is domiciled, doing business in, and has its principal place of business in Baton Rouge, Louisiana, which represents as follows:

DEFENDANTS

Made Defendants herein are the following:

- A. RH COPPER CREEK, LLC, a foreign limited liability company, that is licensed to do and doing business in Louisiana with its principal business establishment in Louisiana in Baton Rouge, Louisiana;
- B. RH EAST LAKE, LLC, a foreign limited liability company, that is licensed to do and doing business in Louisiana with its principal business establishment in Louisiana in Baton Rouge, Louisiana; and
- C. RH CHENAULT CREEK, LLC, a foreign limited liability company, that is licensed to do and doing business in Louisiana with its principal business establishment in Louisiana in Baton Rouge, Louisiana.

(collectively hereafter "RH Companies" or "Defendants")

VENUE

1.

As more fully set forth in the following Paragraphs, the allegations of which are incorporated herein by reference, this suit is an action to collect from the RH Companies an open account for unpaid legal fees and expenses due BFV.

2.

The open account arose at BFV's law office in Baton Rouge, Louisiana when the RH Companies failed to pay five separate invoices. These invoices were sent from BFV's Baton Rouge office and concerned work substantially performed at BFV's Baton Rouge office. Thus, insofar as



the open account was created at BFV's Baton Rouge office and the services were substantially performed in said office, venue is proper in East Baton Rouge Parish pursuant to La. Code Civ. Proc. art. 74.4.

3.

Alternatively, the principal business establishment in Louisiana for each of the RH Companies is 3867 Plaza Tower Drive, 1st Floor, Baton Rouge, Louisiana, 70816. Accordingly, venue is proper against all three Defendants pursuant to La. Code Civ. Proc. art. 42(4).

4.

In the further alternative, BFV avers that venue in East Baton Rouge Parish is proper for any and all other reasons supported by the facts more specifically set forth below.

FACTS

5.

BFV is a law firm with an office in Baton Rouge, Louisiana. From this office, it serves clients throughout Louisiana.

6.

In May, 2024, BFV was retained to represent the RH Companies concerning insurance coverage-related matters arising in litigation then-pending in Louisiana, in particular the matter styled *Joshua Akeem, et al. v. Dasmen Residential, LLC, et al.*, consolidated with 19-CV-13673, 19-CV-13705, 19-CV-14634, 19-CV-636, 19-CV-14637, and 20-CV-187 (collectively the "Consolidated Litigation").

7.

BFV sent five invoices concerning its work for the RH Companies in the Consolidated Litigation: Invoice No. 30843 (\$20,363.69), Invoice No. 31095 (\$34,735.50), Invoice No. 31409 (\$9,346.98), Invoice No. 31700 (\$2,356.20), and Invoice No. 31768 (\$450.45). These invoices total SIXTY-SEVEN THOUSAND, TWO HUNDRED AND FIFTY-TWO AND 82/100 DOLLARS (\$67,252.82). See Affidavit of M. Broussard and Sub-Exhibits thereto (**Exhibit "1"**).

8.

None of BFV's five invoices has been paid, and all of the invoices are well over thirty days old and past due.

9.

When other attempts to resolve these issues failed, a formal, written demand was made on

the RH Companies on March 5, 2025 concerning their open account. (Exhibit "2")

10.

More than 30 days have passed since the mailing of the formal, written demand to the RH Companies, correctly setting forth the amount owed, which notice was delivered as reflected by the domestic return receipts (green cards). (Exhibit "3").

11.

This formal, written demand satisfies the written demand required by La. R.S. § 9:2781. Alternatively, citation and service of this Petition satisfies written demand as required by La. R.S. § 9:2781. Accordingly, the RH Companies are liable to BFV for its reasonable attorneys' fees and costs expended in the bringing of this action to collect the open account sued on herein.

12.

Despite this formal, written demand, and as evidenced by the attached Affidavit of Correctness, as of the date of this Petition, the RH Companies have not paid any part of the balance due on this account. See Affidavit of M. Broussard (Exhibit "1").

13.

Accordingly, for all these reasons, the RH Companies are justly and truly indebted unto BFV in the full and total outstanding sum of SIXTY-SEVEN THOUSAND, TWO HUNDRED AND FIFTY-TWO AND 82/100 DOLLARS (\$67,252.82), plus legal interest from the date the monies became due pursuant to La. C.C. art. 2000 as well as all reasonable attorneys' fees and costs of these proceedings pursuant to La. R.S. § 9:2781.

PRAYER

WHEREFORE, all premises considered, Petitioner, BIENVENU, FOCO & VIATOR, LLC, prays that Defendants RH COPPER CREEK, LLC; RH EAST LAKE, LLC; and RH CHENAULT CREEK, LLC, be duly cited to appear and served and after all proceedings are had, there be judgment in favor of BIENVENU, FOCO & VIATOR, LLC, and against RH COPPER CREEK, LLC; RH EAST LAKE, LLC; and RH CHENAULT CREEK, LLC, casting them jointly and solidarily liable for the full sum of SIXTY-SEVEN THOUSAND, TWO HUNDRED AND FIFTY-TWO AND 82/100 DOLLARS (\$67,252.82), legal interest from the date the monies became due pursuant to La. C.C. art. 2000, reasonable attorneys' fees as provided for by La. R.S. § 9:2781, all costs of these proceedings, and all such other legal and equitable relief as the justice of this cause may require and permit.

REQUEST FOR NOTICE

Pursuant to La. C.C.P. art. 1572, the undersigned, as counsel for Petitioner, requests notice of all trial and hearing dates. The undersigned also requests notice of signing of any final judgment or the rendition of any interlocutory order or judgment as provided by La. C.C.P. arts. 1913 and 1914.

Respectfully submitted,

BIENVENU, FOCO & VIATOR, LLC

David M. Bienvenu, Jr. (Bar Roll No. 20700)

Phillip E. Foco (Bar Roll No. 25670)

John Allain Viator (Bar Roll No. 25915)

Anthony J. Lascaro (Bar Roll No. 32546)

Samantha M. Kennedy (Bar Roll No. 39428)

Jeremy D. Carter (Bar Roll No. 39829)

Katherine E. Roberts (Bar Roll No. 40927)

4210 Bluebonnet Blvd.

Baton Rouge, LA 70809

Phone: (225) 388-5600

Fax: (225) 388-5622

E-mail: david.bienvenu@bblawla.com

phillip.foco@bblawla.com

john.viator@bblawla.com

anthony.lascaro@bblawla.com

samantha.kennedy@bblawla.com

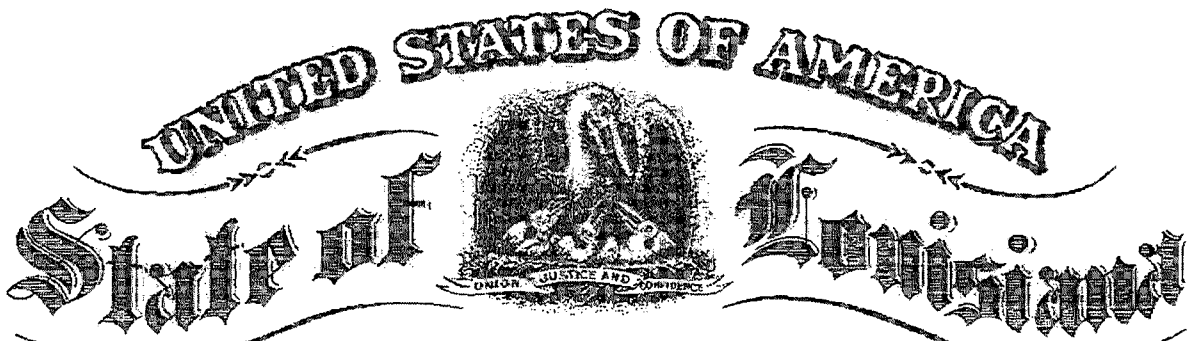
jeremy.carter@bblawla.com

katherine.roberts@bblawla.com

Counsel for Petitioner

PLEASE SERVE:

1. **RH Copper Creek, LLC**
Through its registered agent for service of process:
VCORP AGENT SERVICES, INC.
3867 PLAZA TOWER DR, 1ST FLOOR
BATON ROUGE, LA 70816
2. **RH East Lake, LLC**
Through its registered agent for service of process:
VCORP AGENT SERVICES, INC.
3867 PLAZA TOWER DR, 1ST FLOOR
BATON ROUGE, LA 70816
3. **RH Chenault Creek, LLC**
Through its registered agent for service of process:
VCORP AGENT SERVICES, INC.
3867 PLAZA TOWER DR, 1ST FLOOR
BATON ROUGE, LA 70816



Nancy Landry
SECRETARY OF STATE

As Secretary of State of the State of Louisiana, I do hereby Certify that

In response to your request we are pleased to provide the information on the subject
Limited Liability Company (Non-Louisiana) which filed an application for certificate of
authority in this office on November 07, 2017.

Name: RH COPPER CREEK LLC

Type: Limited Liability Company (Non-Louisiana)

City: WILMINGTON

Status: INACTIVE

Business: RH COPPER CREEK LLC

Charter Number: 42853632Q

Registration Date: 11/7/2017

State of Origin: DELAWARE

Domicile Address
1013 CENTRE ROAD
SUITE 403-B
WILMINGTON, DE 19805

Mailing Address
46 MAIN STREET
SUITE 339
MONSEY, NY 10952

Principal Business Office
400 RELLA BLVD.
SUITE 301
SUFFERN, NY 10901

Registered Office in Louisiana
3867 PLAZA TOWER DR, 1ST FLOOR
BATON ROUGE, LA 70816



Principal Business Establishment in Louisiana
3867 PLAZA TOWER DR., 1ST FLOOR
BATON ROUGE, LA 70816

Status: INACTIVE

Inactive Reason: Action By Secretary of State

Qualified: 11/7/2017

Last Report Filed: 11/13/2023

Type: Limited Liability Company (Non-Louisiana)

Registered Agent(s)
Agent: VCORP AGENT SERVICES, INC.
Address: 3867 PLAZA TOWER DR, 1ST FLOOR
City, State, Zip: BATON ROUGE, LA 70816
Appointment Date: 11/7/2017

Officer(s) **Additional Officers:** No

Officer: MARK SILBER
Title: Member
Address: 46 MAIN ST.
SUITE 339
City, State, Zip: MONSEY, NY 10952

Amendments on file

Date	Description
3/17/2025	Revoked

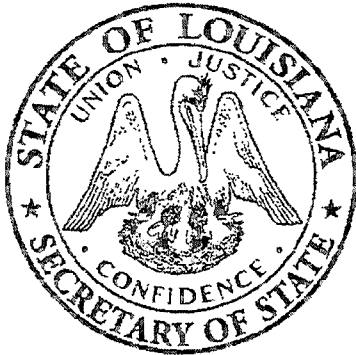
In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

April 30, 2025

Nancy Landry

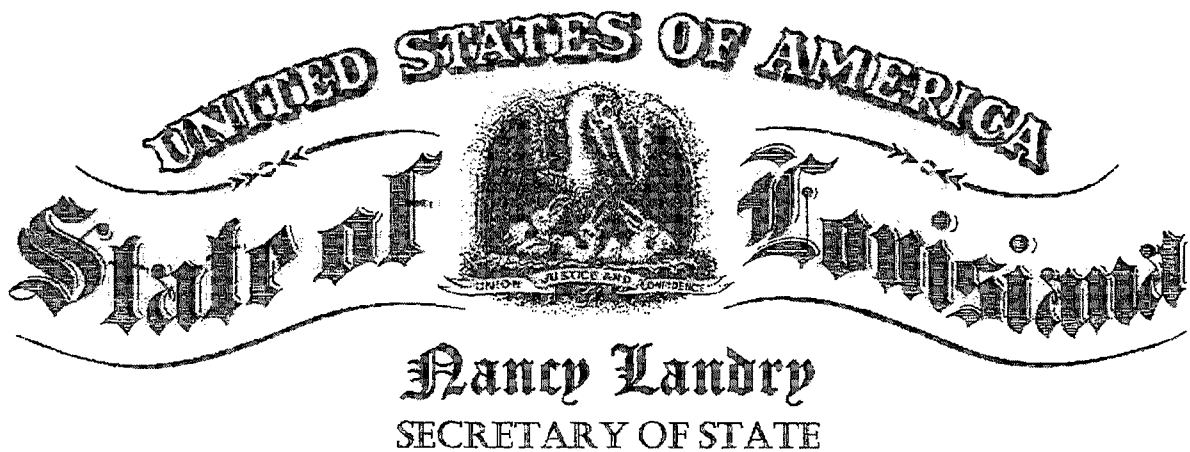
Secretary of State

Web 42853632Q



Certificate ID: 12029687#Q8Q83

To validate this certificate, visit the following web site, go to **Business Services, Search for Louisiana Business Filings, Validate a Certificate**, then follow the instructions displayed.
www.sos.la.gov



As Secretary of State of the State of Louisiana I do hereby Certify that

In response to your request we are pleased to provide the information on the subject Limited Liability Company (Non-Louisiana) which filed an application for certificate of authority in this office on November 07, 2017.

Name: RH EAST LAKE LLC

Type: Limited Liability Company (Non-Louisiana)

City: WILMINGTON

Status: INACTIVE

Business: RH EAST LAKE LLC

Charter Number: 42853640Q

Registration Date: 11/7/2017

State of Origin: DELAWARE

Domicile Address

1013 CENTER ROAD
SUITE 403-B
WILMINGTON, DE 19805

Mailing Address

46 MAIN STREET
SUITE 339
MONSEY, NY 10952

Principal Business Office

400 RELLA BLVD.
SUITE 301
SUFFERN, NY 10901

Registered Office in Louisiana

3867 PLAZA TOWER DR, 1ST FLOOR
BATON ROUGE, LA 70816

Principal Business Establishment in Louisiana
3867 PLAZA TOWER DR., 1ST FLOOR
BATON ROUGE, LA 70816

Status: INACTIVE

Inactive Reason: Action By Secretary of State

Qualified: 11/7/2017

Last Report Filed: 11/13/2023

Type: Limited Liability Company (Non-Louisiana)

Registered Agent(s)
Agent: VCORP AGENT SERVICES, INC.
Address: 3867 PLAZA TOWER DR, 1ST FLOOR
City, State, Zip: BATON ROUGE, LA 70816
Appointment Date: 11/7/2017

Officer(s) **Additional Officers:** No

Officer: MARK SILBER
Title: Member
Address: 46 MAIN ST.
SUITE 301
City, State, Zip: MONSEY, NY 10952

Amendments on file

Date	Description
3/17/2025	Revoked

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

April 30, 2025

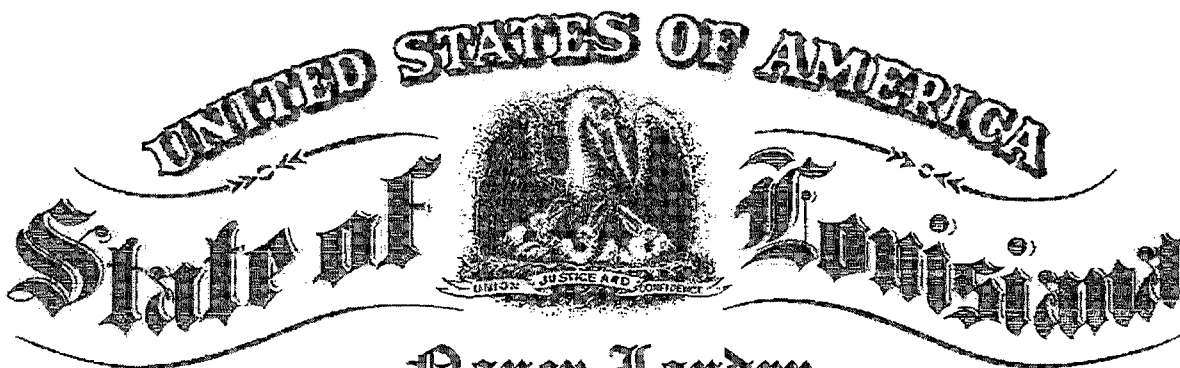
Nancy Landry

Secretary of State
Web 42853640Q



Certificate ID: 12029686#G6Q83

To validate this certificate, visit the following web site, go to **Business Services, Search for Louisiana Business Filings, Validate a Certificate**, then follow the instructions displayed.
www.sos.la.gov



Nancy Landry
SECRETARY OF STATE

As Secretary of State of the State of Louisiana, I do hereby Certify that

In response to your request we are pleased to provide the information on the subject
Limited Liability Company (Non-Louisiana) which filed an application for certificate of
authority in this office on November 07, 2017.

Name: RH CHENAULT CREEK LLC

Type: Limited Liability Company (Non-Louisiana)

City: WILMINGTON

Status: INACTIVE

Business: RH CHENAULT CREEK LLC

Charter Number: 42853647Q

Registration Date: 11/7/2017

State of Origin: DELAWARE

Domicile Address
1013 CENTRE ROAD
SUITE 403-B
WILMINGTON, DE 19805

Mailing Address
46 MAIN STREET
SUITE 339
MONSEY, NY 10952

Principal Business Office
400 RELLA BLVD
SUITE 301
SUFFERN, NY 10901

Registered Office in Louisiana
3867 PLAZA TOWER DR, 1ST FLOOR
BATON ROUGE, LA 70816

Principal Business Establishment in Louisiana

3867 PLAZA TOWER DR., 1ST FLOOR
BATON ROUGE, LA 70816

Status: INACTIVE
Inactive Reason: Action By Secretary of State
Qualified: 11/7/2017
Last Report Filed: 11/13/2023
Type: Limited Liability Company (Non-Louisiana)

Registered Agent(s)

Agent: VCORP AGENT SERVICES, INC.
Address: 3867 PLAZA TOWER DR, 1ST FLOOR
City, State, Zip: BATON ROUGE, LA 70816
Appointment Date: 11/7/2017

Officer(s)

Officer: MARK SILBER
Title: Member
Address: 46 MAIN ST
SUITE 339
City, State, Zip: MONSEY, NY 10952

Additional Officers: No

Amendments on file

Date	Description
3/17/2025	Revoked

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

April 30, 2025

Nancy Landry

Secretary of State

Web 42853647Q



Certificate ID: 12029685#83P83

To validate this certificate, visit the following web site, go to **Business Services, Search for Louisiana Business Filings, Validate a Certificate**, then follow the instructions displayed.
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CITATION



EXHIBIT H

RECEIVED
East Baton Rouge Sheriff Office
APR 21 2025



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CertID: 2025051500232

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Doug Welborn

East Baton Rouge Parish
Clerk of Court

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EXHIBIT H

RETURN COPY



D16488223

CITATION

BIENVENU, FOCO & VIATOR, LLC
(Plaintiff)

VS

RH COPPER CREEK, LLC
(Defendant)

NUMBER C-761630 "27"

19TH JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

TO: RH EAST LAKE, LLC
THROUGH ITS REGISTERED AGENT
FOR SERVICE OF PROCESS
VCORP AGENT SERVICES, INC.
3867 PLAZA TOWER DR., 1ST FLOOR
BATON ROUGE, LA 70816

GREETINGS:

Attached to this citation is a certified copy of a petition or other legal pleading that has been filed with the Clerk of Court for East Baton Rouge Parish ("Clerk of Court") and in which service upon you was requested by the filing party. Please read the petition for information concerning any claims that may have been asserted against you.

Pursuant to Louisiana Code of Civil Procedure Article 1001, you are required to file an answer to the petition or other legal pleading in the Clerk of Court's Civil Department located at 300 North Boulevard, Suite 3301, Baton Rouge, Louisiana, and you must do so within EITHER:

1. 21 DAYS of the date you were served with the petition; OR
2. 30 DAYS of the date you were served with both the petition and a discovery request. (*Note: If no discovery request was included with your petition, you must instead adhere to the 21-day deadline above.)

If you fail to file an answer or other legal pleading, a default judgment may be rendered against you. Any questions you may have seeking legal advice should be directed to an attorney at law, not the Clerk of Court. This citation was issued by the Clerk of Court for East Baton Rouge Parish on APRIL 17, 2025.



Deborah Barr
Deputy Clerk of Court for
Doug Welborn, Clerk of Court

Requesting Attorney: BIENVENU, DAVID M., JR

*The following documents are attached:

PETITION FOR COLLECTION OF OPEN ACCOUNT

SERVICE INFORMATION:

Received on the _____ day of _____, 20____ and on the _____ day of _____, 20____, served on the above named party as follows:

PERSONAL SERVICE: On the party herein named at _____

DOMICILIARY SERVICE: On the within named _____, by leaving the same at his domicile in this parish in the hands of _____, a person of suitable age and discretion residing in the said domicile at _____

SECRETARY OF STATE: By tendering same to the within named, by handing same to _____

DUE AND DILIGENT: After diligent search and inquiry, was unable to find the within named _____ or his domicile, or anyone legally authorized to represent him.

RETURNED: Parish of East Baton Rouge, this _____ day of _____, 20____

SERVICE: \$ _____
MILEAGE: \$ _____
TOTAL: \$ _____

Deputy Sheriff
Parish of East Baton Rouge

CITATION-2000

I made service on the named party through
law enforcement officer through _____

☒ CT Corp
☐ LA Corp & Registered Agent Services

by tendering a copy of this document to
☒ Abby Sarmiento
☐ Ashley Minvielle

APR 23 2025
DEPUTY BRYAN SIMMONS
Deputy Sheriff, Parish of East Baton Rouge, Louisiana



Certified True and
Correct Copy

CertID: 2025051500225

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Doug Welborn
East Baton Rouge Parish
Clerk of Court

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EXHIBIT H



**Certified True and
Correct Copy**

CertID: 2025051500225

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Doug Welborn

East Baton Rouge Parish
Clerk of Court

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EXHIBIT H

RECEIVED
East Baton Rouge Parish Sheriff's Office
MAY 16 2025

RETURN COPY



D16488215

CITATION

BIENVENU, FOCO & VIATOR, LLC
(Plaintiff)

VS

RH COPPER CREEK, LLC
(Defendant)

NUMBER C-761630 "27"

19TH JUDICIAL DISTRICT COURT

PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

TO: RH COPPER CREEK, LLC
THROUGH ITS REGISTERED AGENT
FOR SERVICE OF PROCESS:
VCORP AGENT SERVICES, INC.
3867 PLAZA TOWER DR., 1ST FLOOR
BATON ROUGE, LA 70816

GREETINGS:

Attached to this citation is a certified copy of a petition or other legal pleading that has been filed with the Clerk of Court for East Baton Rouge Parish ("Clerk of Court") and in which service upon you was requested by the filing party. Please read the petition for information concerning any claims that may have been asserted against you.

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- 1. 21 DAYS of the date you were served with the petition; OR
- 2. 30 DAYS of the date you were served with both the petition and a discovery request. (*Note: If no discovery request was included with your petition, you must instead adhere to the 21-day deadline above.)

If you fail to file an answer or other legal pleading, a default judgment may be rendered against you. Any questions you may have seeking legal advice should be directed to an attorney at law, not the Clerk of Court. This citation was issued by the Clerk of Court for East Baton Rouge Parish on APRIL 17, 2025.



Belinda Evans
Deputy Clerk of Court for
Doug Welborn, Clerk of Court

Requesting Attorney: BIENVENU, DAVID M., JR

*The following documents are attached:

PETITION FOR COLLECTION OF OPEN ACCOUNT

SERVICE INFORMATION:

Received on the _____ day of _____, 20____ and on the _____ day of _____, 20____, served on the above named party as follows:

PERSONAL SERVICE: On the party herein named at _____

DOMICILIARY SERVICE: On the within named _____, by leaving the same at his domicile in this parish in the hands of _____, a person of suitable age and discretion residing in the said domicile at _____

SECRETARY OF STATE: By tendering same to the within named, by handing same to _____

DUE AND DILIGENT: After diligent search and inquiry, was unable to find the within named _____ or his domicile, or anyone legally authorized to represent him.

RETURNED: Parish of East Baton Rouge, this _____ day of _____, 20____

SERVICE: \$ _____
MILEAGES: _____
TOTAL: \$ _____

Deputy Sheriff
Parish of East Baton Rouge

CITATION-2000

I made service on the named party through law enforcement officer through _____
☒ ST Corp
☐ LA Corp & Registered Agent Services

8506
APR 23 2025
by tendering a copy of this document to
☒ Abby Sarmiento
☐ Ashley Minvielle
DEPUTY BRYAN SIMMONS
Deputy Sheriff, Parish of East Baton Rouge, Louisiana



Certified True and
Correct Copy

CertID: 2025051500233

Alteration and subsequent re-filing of this certified copy may violate La. R.S. 14:132, 133, and/or RPC Rule 3.3(a)(3).

Doug Welborn
East Baton Rouge Parish
Clerk of Court

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EXHIBIT H

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East Baton Rouge Sheriff Office
APR 21 2025



**Certified True and
Correct Copy**

CertID: 2025051500233

Alteration and subsequent re-filing of this certified copy may violate La. R.S. 14:132, 133, and/or RPC Rule 3.3(a)(3).

Doug Welborn

East Baton Rouge Parish
Clerk of Court

Generated Date:
5/15/2025 9:43 AM

EXHIBIT H

NINETEENTH JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

BIENVENU, FOCO & VIATOR, LLC,	*	
<i>Petitioner</i>	*	
	*	DOCKET NO: 761630
v.	*	
	*	
RH COPPER CREEK, LLC; RH EAST	*	
LAKE, LLC; AND RH CHENAULT	*	DIVISION: 27
CREEK, LLC	*	
<i>Defendants</i>	*	

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

AFFIDAVIT OF CORRECTNESS OF ACCOUNT
ON BEHALF OF BIENVENU, FOCO & VIATOR, LLC

BEFORE ME, the undersigned notary public, personally came and appeared **Molly Broussard** who, while under oath, did declare and testify, as follows:

1. My name is Molly Broussard; I am over 18 years of age; and my business address is 4210 Bluebonnet Blvd., Baton Rouge, Louisiana, 70809.
2. I am the Chief Financial Officer (“CFO”) for the law firm Bienvenu, Foco & Viator, LLC (“BFV”), and I have held this position since 2018.
3. In May, 2024, BFV was retained to represent the RH COPPER CREEK, LLC, RH EAST LAKE, LLC, and RH CHENAULT CREEK, LLC (collectively the “**RH Companies**”) concerning insurance coverage-related matters arising in litigation then-pending in Louisiana, in particular the matter styled *Joshua Akeem, et al. v. Dasmen Residential, LLC, et al.*, consolidated with 19-CV-13673, 19-CV-13705, 19-CV-14634, 19-CV-636, 19-CV-14637, and 20-CV-187 (collectively the “**Consolidated Litigation**”).
4. In my position as CFO of BFV, I am responsible for, among other things, preparing legal invoices, which document time spent and expenses incurred in the service of BFV’s Clients. I see to it that these invoices are sent to Clients, and I receive and process payments from BFV’s Clients related to said invoices. In this capacity, I have personal knowledge of BFV’s invoices, billings, receivables, and their status.

[affidavit continues on following page]



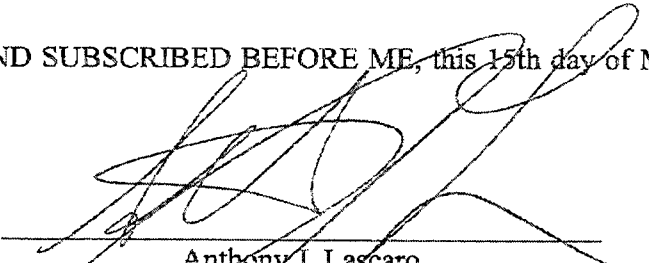
5. Attached hereto are true, accurate, and correct copies of the following BFV invoices issued to the RH Companies in the Consolidated Litigation:

Invoice No:	Bill Date	Amount	Exhibit
30843	Aug. 23, 2024	\$20,363.69	"1"
31095	Oct. 2, 2024	34,735.50	"2"
31409	Nov. 15, 2024	9,346.98	"3"
31700	Jan. 22, 2025	2,356.20	"4"
31768	Feb. 4, 2025	450.45	"5"
		Total: \$67,252.82	

6. Despite multiple attempts to collect the amounts due on these invoices, no money has been paid, and the total sum of SIXTY-SEVEN THOUSAND, TWO HUNDRED AND FIFTY-TWO AND 82/100 DOLLARS (\$67,252.82) remains outstanding.
7. Affiant further declares that she has reviewed the accompanying *Petition for Collection on Open Account* and declares that all of the facts stated therein are true and accurate to the best of her knowledge and belief.
8. Further affiant sayeth not.


Molly Broussard, Chief Financial Officer at BFV

SWORN TO AND SUBSCRIBED BEFORE ME, this 15th day of May, 2025, in Baton Rouge, Louisiana.


Anthony J. Lascaro
Louisiana Bar Roll No. 32546
Notary Public, State of Louisiana
My commission is for life.

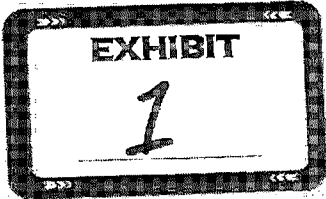
Bienvenu, Foco & Viator LLC
4210 Bluebonnet Boulevard
Baton Rouge, LA 70809

Ph:225-388-5600 Fax:225-388-5622 Fed ID #: [REDACTED]
August 23, 2024

RH Companies
4499 Pond Hill Road
San Antonio, TX
78231 USA

Attention: Ms. Valeria Barradas Billing Through: Jun 30,2024
Our File #: 1071-00001
Inv #: 30843
RE: Akeen v Dasmen - Insurance Coverage

DATE	LAWYER	DESCRIPTION	HOURS	RATE	AMOUNT
May-08-24	JDC	Communicate (in firm): Confer with J. Brettner re potential opposition to motion for partial summary judgment filed by insurance carrier of client, review/respond to emails with K. Roberts re filing deadlines for Eastern District of Louisiana (.6). Document review of insurance coverage analysis prepared by J. Brettner; document review of Wilshire motion for summary judgment (1.6).	2.20	\$211.50	465.30
	KER	Research time constraints in federal court. Researched whether submission date is same as hearing date. Looked at docket to see filings and submission date filing for case. Summarized findings and emailed to Jeremy.	1.40	\$211.50	296.10
May-15-24	JDC	Review/analyze/respond to J. Brettner re motion to continue MSJ hearing; coordinate drafting of motion to continue submission date of Wilshire's MSJ (.4).	0.40	\$211.50	84.60
May-17-24	JLL	Draft/revise Unopposed Motion to Extend the Submission date for Defendant Wilshire's Motion for Partial Summary Judgment	0.60	\$148.50	89.10



	JLL	Draft/revise Motion to Enroll as Coverage Counsel	0.30	\$148.50	44.55
May-20-24	JLL	Communicate (other external) - Phone call with Clerk of Court in Eastern District re: clarification on Manner in which to enroll as counsel for coverage issues.	0.20	\$148.50	29.70
May-28-24	AJL	Review/analyze - review file materials, prior emails, and similar re status of case and issues presented; telephone call with Wilshire's counsel re continuance and moving the submission date on their MPSJ re insurance coverage; follow up email to Wilshire's counsel confirming discussion and understanding; prep punch list of issues for upcoming call; initial prep of Motion to Continue Submission deadline and Motion to Enroll as coverage counsel.	3.30	\$346.50	1,143.45
	JDC	Communicate (in firm): Confer with AJL and PEF re representation of RH companies, legal theory in opposition to motion for summary judgment filed by Wilshire, draft motion to continue hearing (1.2).	1.20	\$211.50	253.80
May-29-24	AJL	Communicate (other external) - call with Yosef and team re path forward (.3); review prior materials in Jackie's file re case (.7).	1.00	\$346.50	346.50
	PEF	Review/analyze - Review of file materials in order to determine status of file and issues related to coverage dispute in order to advise client re: future action (2.0); conference with client re: status of case (.30); conference with E. Eagan re: representation of RH Companies in coverage dispute (.20).	2.50	\$382.50	956.25
	JDC	Review/analyze JMB historic coverage analysis on RH Companies matters, confer with PEF and AJL re arguments in opposition to Wilshire's motion for partial summary judgment (.5). Phone call with client re representation of RH Companies on insurance coverage issues with Wilshire (.3).	0.80	\$211.50	169.20

May-30-24	AJL	Communicate (other external) - email Yosef re Firm CV and upcoming deadlines.	0.30	\$346.50	103.95
May-31-24	AJL	Communicate (other external) - exchange of emails with Yosef re enrolling; additional prep of Motion to Enroll; exchange of emails with E. Eagan re blessing to file Motion to Enroll jointly.	2.20	\$346.50	762.30
	JLL	Review/analyze Format, finalize and file Motion to Enroll as counsel	0.20	\$148.50	29.70
Jun-01-24	AJL	Review/analyze - review prior pleadings and filings in suit record re status of certain deadlines; prep email to all counsel re whether any objection exists to our moving to continue the submission deadline on Wilshire's MPSJ; initial prep of Motion to Continue said submission date; follow up email from E. Eagan re no objection to Motion.	1.60	\$346.50	554.40
Jun-03-24	AJL	Review/analyze - review issue identified by Court with motion to enroll given original consolidation order (0.2); review consolidation order (0.4); update motion to enroll and prep motion for expedited consideration (0.7); review prior pleadings in case that inform certain issues in the Motion to Continue and Motion to Expedite (0.3); review Court's grant of Motion to Enroll (0.1); prep motion to continue and motion to expedite (1); review Plaintiff's Motion to Strike Jury (0.8); exchange of emails with Yosef re filings and Court's granting of our motion to enroll (0.2); exchange of emails with plaintiff's counsel re absence of objection to certain continuances (0.1).	3.80	\$346.50	1,316.70
	JLL	Review/analyze Finalize and file Motion to Continue Submission Date on Wilshire's MSJ and Motion for Expedited Consideration of same	1.00	\$148.50	148.50
	JLL	Review/analyze Order Granting Motion to Enroll Bienvenu Foco & Viator	0.10	\$148.50	14.85

	JLL	Review/analyze Motoin to Continue Submission Date for All Dispositive Motions, and Motion to Vacate Jury Trial	0.20	\$148.50	29.70
Jun-04-24	JLL	Review/analyze Plaintiff's Corrected Motion to Vacate Jury Trial with accompany exhibits and Motion for Expedited Consideration of same	0.20	\$148.50	29.70
Jun-05-24	AJL	Review/analyze - review order granting Motion to Extend Submission Date (0.1); update Yosef re same (0.1); telephone call with E: Eagan re obtaining case documents in this matter, including discovery and depositions (0.2); initial review of material forwarded to get sense of its scope and substance (1.3).	1.70	\$346.50	589.05
	JLL	Review/analyze Case file materials received from client	0.30	\$148.50	44.55
	JLL	Review/analyze Order Granting Motion to Continue Submission Date for Wilshire's Motion for Partial Summary Judgment and adjust trial deadlines in accordance with opposing same	0.10	\$148.50	14.85
Jun-06-24	AJL	Review/analyze - additional review of historical file material to evaluate issues and options germane to opposing Wilshire's MPSJ (1.3).	1.30	\$346.50	450.45
	JLL	Review/analyze Plaintiff's Motion for Summary Judgment re: Breach of Contract and 98 attachments/exhibits	2.10	\$148.50	311.85
	JLL	Review/analyze Plaintiff's Motion for Summary Judgment re Legal Theories of Single Business Enterprise & Alter Ego and 32 attachments/exhibits	0.90	\$148.50	133.65
	JLL	Review/analyze Order granting Motion to Expedite Motion to Vacate and generate Deadline to oppose/respond to same	0.10	\$148.50	14.85
Jun-08-24	AJL	Review/analyze - Review voluminous recent filings by Plaintiffs re what if any impact	3.40	\$346.50	1,178.10

they may have on potential coverage-related issues, including Rec. Docs. 436, 438, 439, 443, 444, 446, 447 and 448.

Jun-10-24	JLL	Review/analyze Plaintiff's Motion for Sanctions and exhibits that accompanied same	0.20	\$148.50	29.70
Jun-11-24	JLL	Review/analyze Plaintiff's Motion in Limine to Exclude Defendants Expert Dr. Eric Gershwin and exhibits that accompany same and generate deadline to oppose same	0.20	\$148.50	29.70
	JLL	Review/analyze Plaintiff's Motion in Limine to Exclude Defendants expert David Watts and exhibits that accompany same and generate deadline to oppose same	0.20	\$148.50	29.70
	JLL	Review/analyze Dasmen's Motion for Leave to File Excess pages and Motion for Partial Summary Judgment re Various Issues and Claims with 50 additional exhibits	0.40	\$148.50	59.40
	JLL	Review/analyze Plaintiff's corrected Motion in Limine to Exclude Expert David Watts	0.10	\$148.50	14.85
Jun-12-24	AJL	Review/analyze - Review voluminous recent filings by Plaintiffs re what if any impact they may have on potential coverage-related issues, including Rec. Docs. 451, 452, 453, 457, and 459 .	2.50	\$346.50	866.25
	JLL	Review/analyze Plaintiff's Motion for Sanctions and accompanying exhibits and attachments	0.30	\$148.50	44.55
	JLL	Review/analyze Plaintiff's Motion in Limine to Exclude Defendants Expert Dr. Eric Gershwin and all accompanying exhibits and attachments	0.30	\$148.50	44.55
	JLL	Review/analyze Plaintiff's Motion in Limine to Exclude Defendants Expert David N. Watts	0.20	\$148.50	29.70
Jun-13-24	AJL	Review/analyze - review Rec. Docs. 460, 461, and 462 re insurance-specific issues	1.00	\$346.50	346.50

or other developments that may inform our opposition.

	JLL	Review/analyze Dasmen & RH Entities Motion for Partial Summary Judgment and accompanying exhibits and attachments	0.60	\$148.50	89.10
	JLL	Review/analyze Dasmen & RH Entities Motion for Leave to File Excess Pages and Proposed Motion for Partial Summary Judgment and accompany attachments and exhibits	0.60	\$148.50	89.10
Jun-17-24	JLL	Review/analyze all pleadings re: confirmation of submission date on Wilshire's Motion for Partial Summary Judgement	0.20	\$148.50	29.70
Jun-18-24	AJL	Review/analyze - review Rec. Docs. 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, and 473 re insurance-specific issues or other developments that may inform our opposition; review prior discovery responses exchanged by parties re those responses that might support our opposition to Wilshire's MPSJ re mold exclusion.	4.60	\$346.50	1,593.90
Jun-19-24	AJL	Review/analyze - review Rec. Doc. 475 re insurance-specific issues or other developments that may inform our opposition; review Plaintiffs' Opposition to Wilshire's MPSJ (474).	1.30	\$346.50	450.45
Jun-20-24	AJL	Review/analyze - review Rec. Doc. 477 re upcoming oral argument and 478 re excluding J. Bancroft's testimony.	0.50	\$346.50	173.25
	JLL	Review/analyze Order denying without Prejudice Motion to Vacate Jury Demand	0.10	\$148.50	14.85
	JLL	Review/analyze Dasmen & RH Entities Opposition to Motion for Partial Summary Judgment re Statutory Warranties and accompanying exhibits to same, Opposition to Motion for Partial Summary Judgment re Breach of Contract and accompanying exhibits to same, Opposition to Motion for	0.60	\$148.50	89.10

Partial Summary Judgment re Liability and accompanying exhibits to same, Opposition to Motion for Partial Summary Judgment re Legal Theories and accompanying exhibits to same, Opposition to Motion for Sanctions and accompanying exhibits to same and Opposition to Motion in Limine re Dr. Eric Gershwin

	JLL	Review/analyze Wilshire's Opposition to Motion for Partial Summary Judgment re Liability, Opposition to Motion to Continue Submission Dates for All Dispositive Motions & MILs and Opposition to Motion in Limine re David Watts	0.30	\$148.50	44.55
	JLL	Review/analyze Plaintiff's Opposition to Wilshire's Motion for Partial Summary Judgment	0.10	\$148.50	14.85
	JLL	Review/analyze Plaintiff's Motion for Leave to File Opposition to RH Entities & Dasmen's MPSJ on Various Issues and 103 accompanying exhibits to same	1.50	\$148.50	222.75
Jun-21-24	AJL	Review/analyze - review revised opposition to Wilshire's MPSJ filed by Plaintiffs' (480).	0.20	\$346.50	69.30
Jun-24-24	JLL	Review/analyze Order Granting Leave to File in Excess Pages	0.10	\$148.50	14.85
	JLL	Review/analyze Dasmen & RH Entities Reply in Support for Motion for Partial Summary Judgment	0.20	\$148.50	29.70
Jun-25-24	AJL	Review/analyze - review Rec. Docs. 483, 486, 487, 488, and 489 re insurance-specific issues or other developments that may inform our opposition; review historic emails between Jackie and Emily re issues in case that may inform insurance issues; initial review of jurisprudence upon which Wilshire's MPSJ is based and jurisprudence concerning the mold exclusion and anti-concurrent causation clause.	4.40	\$346.50	1,524.60
	JLL	Review/analyze Plaintiffs	0.80	\$148.50	118.80

Opposition to MPSJ and 102 accompanying attachments and exhibits

	JLL	Review/analyze Dasmen & RH Entities Motion in Limine to Exclude Certain Evidence and Testimony, Motion in Limine to Exclude Plaintiff's Expert Dr. Stephens and MOTION to Strike Plaintiffs' Expert Disclosures and Preclude Expert Testimony of Diane Trainor, Kevin U. Stephens, Jeremiah Bancroft, and Carlos Hampton	0.30	\$148.50	44.55
	JLL	Review/analyze Wilshire's MOTION in Limine to Prohibit References at Trial to Whether Defendants Were Insured Against Liability to Prove Defendants Acted Negligently or Wrongfully	0.10	\$148.50	14.85
Jun-26-24	AJL	Review/analyze - additional review of jurisprudence re anti-concurrent causation clause; review today's pleadings, including Rec Docs 492 and 493.	1.00	\$346.50	346.50
	JLL	Review/analyze Plaintiff's Motion for Extension of Time to File Response to MILs	0.10	\$148.50	14.85
	JLL	Review/analyze Plaintiff's Opposition to Motion in Limine to Exclude Plaintiffs' Proposed Expert Jeremiah Bancroft and Plaintiff's Opposition to Motion in Limine to Prohibit References at Trial to Whether Defendants Were Insured Against Liability to Prove Defendants Acted Negligently or Wrongfully	0.20	\$148.50	29.70
Jun-27-24	AJL	Review/analyze - initial review of sample of voluminous depositions from flight one plaintiffs (1.8); review of jurisprudence cited in Wilshire's MPSJ (1.6); review prior insurance coverage opinions issued by Judge Papillion re his approach and preference re same (0.9); review various Louisiana district court cases re application of mold exclusions (0.4); review Plaintiff's third-amending complaint re specificity of allegations re mold v water and other sources of injury and damage (0.8); review Court's order setting	5.90	\$346.50	2,044.35

status conference early July (0.2); telephone call with E. Eagan re prior expert reports (0.2).

	JAV	Review/analyze: Analyze key points for opposition to Wilshire MPSJ, confer with Lascaro regarding key evidence to include in opposition to create genuine issue of material fact (.60)	0.60	\$382.50	229.50
	SMK	Review/analyze correspondence re: upcoming deposition review project.	0.10	\$211.50	21.15
	JLL	Review/analyze Dasmen & RH Entities Opposition to Plaintiffs Motion for Extension	0.10	\$148.50	14.85
	JLL	Review/analyze Order that Motion to Continue Submission Date for all Dispositive Motion and MILs is MOOT	0.10	\$148.50	14.85
Jun-28-24	AJL	Review/analyze - initial review of expert reports forwarded by E. Eagan (1.0); additional review of jurisprudence cited in Wilshire's MPSJ re distinguishing same (3.8); meet with JAV and preliminary discussions with depo review team re needed info and plan (0.3); and initial drafting of MPSJ (0.4).	5.50	\$346.50	1,905.75
	Totals		68.90	\$20,350.35	
EXPENSES					
May-29-24		Other - Conference Call charges on 5/29/24		13.34	
	Totals			\$13.34	
	Total Fee & Expenses				\$20,363.69
	Balance Due This Invoice				\$20,363.69

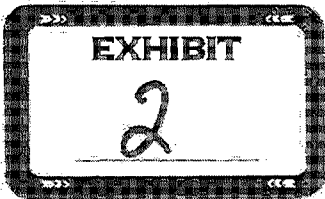
Bienvenu, Foco & Viator LLC
4210 Bluebonnet Boulevard
Baton Rouge, LA 70809

Ph:225-388-5600 Fax:225-388-5622 Fed ID #: [REDACTED]
October 2, 2024

RH Companies
4499 Pond Hill Road
San Antonio, TX
78231 USA

Attention: Ms. Valeria Barradas
Billing Through: Aug 31,2024
Our File #: 1071-00001
Inv #: 31095
RE: Akeen v Dasmien - Insurance Coverage

DATE	LAWYER	DESCRIPTION	HOURS	RATE	AMOUNT
Jul-01-24	AJL	Draft/revise - work on Memo in Opposition to Motion for Summary Judgment (6.5); meet with SMK and KR re depo review needs (0.5); review jurisprudence re inappropriateness of a district court issuing an advisory opinion to develop points of opposition for motion (0.7).	7.70	\$346.50	2,668.05
	KER	Review/analyze and strategized re: extracting deposition testimony in connection to drafting opposition to motion for summary judgment.	0.70	\$211.50	148.05
	KER	Review/analyze deposition testimony of parties in the Akeem matter in connection to extracting testimony for drafting opposition to MSJ	2.00	\$211.50	423.00
	SMK	Plan and prepare for upcoming deposition summary/quote extract project in connection with drafting brief of relevant deposition excerpts detailing personal injury or property damage resulting from water intrusion, leaks, falling fans and fixtures, for AJL use in opposition to motion for summary judgment.	0.50	\$211.50	105.75



	SMK	Review/analyze and read deposition of Ana Caldao, dated June 22, 2023, in connection with drafting brief of relevant deposition excerpts detailing personal injury or property damage resulting from water intrusion, leaks, falling fans and fixtures, for AJL use in opposition to motion for summary judgment; Draft memorandum and highlight key method for designating relevant testimony.	3.20	\$211.50	676.80
	JLL	Review/analyze Plaintiff's Opposition to Motion in Limine to Exclude Plaintiff's Expert Stephens and exhibits that accompany same	0.20	\$148.50	29.70
Jul-02-24	AJL	Review/analyze - review expert report of Hamp's Construction for prep of Oppositions (0.5); review Carpenter decision re issue of mold exclusion applicability being better handled via jury instruction to reinforce fact issues argument in opposition (0.8); review pleadings and file materials for additional prep of opposition (1.1); additional prep of Opposition to Motion (3.9).	6.30	\$346.50	2,182.95
	KER	Review/analyze and strategized re: extracting testimony from depositions in connection to providing them to AJL for drafting opposition to motion for summary judgment; read and extracted deposition testimony in the Akeem matter in connection to drafting opposition to motion for summary judgment.	0.70	\$211.50	148.05
	SMK	Review/analyze and read deposition of Andrea Riley, dated June 14, 2022, in connection with drafting brief of relevant deposition excerpts detailing personal injury or property damage resulting from water intrusion, leaks, falling fans and fixtures, for AJL use in opposition to motion for summary judgment.	1.80	\$211.50	380.70
	SMK	Review/analyze and read deposition of Angela Woodson, dated July 28, 2022, in connection with drafting brief of relevant deposition excerpts detailing personal injury or property damage resulting from water intrusion, leaks, falling fans and fixtures, for	1.40	\$211.50	296.10

AJL use in opposition to motion for summary judgment.

	SMK	Review/analyze and read deposition of Angela Simeon, dated June 21, 2023, in connection with drafting brief of relevant deposition excerpts detailing personal injury or property damage resulting from water intrusion, leaks, falling fans and fixtures, for AJL use in opposition to motion for summary judgment.	1.60	\$211.50	338.40
	SMK	Review/analyze and read deposition of Ashley Brown in connection with drafting brief of relevant deposition excerpts detailing personal injury or property damage resulting from water intrusion, leaks, falling fans and fixtures, for AJL use in opposition to motion for summary judgment.	0.20	\$211.50	42.30
	JLL	Review/analyze Dasmen & RH Entities Reply to Motion in Limine to Exclude Plaintiffs' Expert Stephens	0.10	\$148.50	14.85
Jul-03-24	AJL	Review/analyze - review and analyze designated testimony from specific depositions identified by team to support arguments re significant non-mold claims (5); additional prep of Opposition to include said sections (2.6); exchange of emails with E. Eagan re prior pleadings (0.2).	7.80	\$346.50	2,702.70
	KER	Review/analyze extracted deposition testimony in the Akeem matter in connection to drafting opposition to motion for summary judgment.	5.50	\$211.50	1,163.25
	SMK	Review/analyze and read deposition of Brittany Tucker, dated June 21, 2023, in connection with drafting brief of relevant deposition excerpts detailing personal injury or property damage resulting from water intrusion, leaks, falling fans and fixtures, for AJL use in opposition to motion for summary judgment.	1.90	\$211.50	401.85

	JLL	Review/analyze Plaintiff's Proposed Jury Instructions	0.10	\$148.50	14.85
	JLL	Review/analyze Plaintiff's Opposition to Motion to Strike Plaintiff's Expert Disclosures and Preclude Expert Testimony of Trainor, Stephens, Bancroft and Hampton	0.10	\$148.50	14.85
	JLL	Review/analyze Plaintiff's Motion to Stike Defendants Experts for Failure to Comply with Rule 26 Disclosures	0.10	\$148.50	14.85
	JLL	Review/analyze Plaintiffs' Motion in Limine to Preclude Testimony and/or Evidence, Failure to Provide Timely and/or adequate Rule 26 Disclosures and/or Discovery Sanctions	0.10	\$148.50	14.85
	JLL	Review/analyze Plaintiffs Motion in Limine to Exclude Certain Evidence and Testimony	0.10	\$148.50	14.85
Jul-04-24	AJL	Review/analyze - review Rec. Doc. 501, 502, 503, 504, and 505 re insurance related issues.	1.40	\$346.50	485.10
	SMK	Review/analyze and read deposition of Brandy Wilson dated June 13, 2022, in connection with drafting brief of relevant deposition excerpts detailing personal injury or property damage resulting from water intrusion, leaks, falling fans and fixtures, for AJL use in opposition to motion for summary judgment.	1.50	\$211.50	317.25
	SMK	Review/analyze and read deposition of Bridget Bardell dated June 28, 2023, in connection with drafting brief of relevant deposition excerpts detailing personal injury or property damage resulting from water intrusion, leaks, falling fans and fixtures, for AJL use in opposition to motion for summary judgment.	1.70	\$211.50	359.55
Jul-05-24	AJL	Review/analyze - additional review and analyze designated testimony from specific depos identified by team to support arguments re significant non-mold claims	7.70	\$346.50	2,668.05

(5.4); additional prep of Opposition to include said sections (1.8); prep for status conference set for Monday (0.5).

	KER	Review/analyze and extracted deposition testimony in the Akeem matter in connection to drafting opposition to motion for summary judgment.	2.80	\$211.50	592.20
	SMK	Review/analyze and read deposition of Cathy Harris, dated July 29, 2023, in connection with drafting brief of relevant deposition excerpts detailing personal injury or property damage resulting from water intrusion, leaks, falling fans and fixtures, for AJL use in opposition to motion for summary judgment.	1.80	\$211.50	380.70
	SMK	Review/analyze and read depositions of Dareranica Duplessis, dated June 13, 2022, October 26, 2020 in connection with drafting brief of relevant deposition excerpts detailing personal injury or property damage resulting from water intrusion, leaks, falling fans and fixtures, for AJL use in opposition to motion for summary judgment.	3.30	\$211.50	697.95
	SMK	Review/analyze deposition of Dakota Blunt, dated June 14, 2022, in connection with drafting brief of relevant deposition excerpts detailing personal injury or property damage resulting from water intrusion, leaks, falling fans and fixtures, for AJL use in opposition to motion for summary judgment.	1.80	\$211.50	380.70
Jul-06-24	KER	Review/analyze and extracted deposition testimony in the Akeem matter in connection to drafting opposition to motion for summary judgment.	1.80	\$211.50	380.70
Jul-07-24	AJL	Review/analyze - review order canceling status conference previously set for tomorrow.	0.10	\$346.50	34.65
	JAV	Review/analyze/revise Opposition to Partial MSJ (.70)	0.70	\$382.50	267.75
	SMK	Review/analyze AJL Draft Opposition in	1.50	\$211.50	317.25

connection with preparing case cites to deposition testimony in support of position. Revise deposition summaries to match desired formatting.

Jul-08-24	AJL	Draft/revise - additional prep of Opposition (4.6); email Yosef re draft opposition and coordinating with other counsel re points made (0.3); exchange of emails with E. Eagan re review of opposition to ensure no issues with defense case in chief (0.2).	5.10	\$346.50	1,767.15
	KER	Review/analyze and extracted deposition testimony in the Akeem matter in connection to drafting opposition to motion for summary judgment.	6.00	\$211.50	1,269.00
	SMK	Review/analyze and read deposition of Daphne Cross, dated June 21, 2023, in connection with drafting brief of relevant deposition excerpts detailing personal injury or property damage resulting from water intrusion, leaks, falling fans and fixtures, for AJL use in opposition to motion for summary judgment.	1.80	\$211.50	380.70
	SMK	Review/analyze previously extracted deposition testimony for testimony specific to plaintiff-owned property damage and update memorandum summary to include same.	2.10	\$211.50	444.15
	JLL	Review/analyze Notice from court cancelling Telephone Status Conference and notifying AJL of same	0.10	\$148.50	14.85
	JLL	Review/analyze Plaintiffs' Motion in Limine to Exclude Testimony and/or Documentary Evidence related to Defendants Wtinesses who have not been identified with specificity	0.10	\$148.50	14.85
Jul-09-24	AJL	Communicate (other external) - exchange of emails with E. Eagan re status conference (0.3); review minute entry re continuing the trial and limiting further discovery to expert discovery only (0.2).	0.50	\$346.50	173.25

	JDC	Review/analyze docket for status conference scheduling; emails with AJL re status conference (.3). Phone call re status conference; draft email to counsel for RH Companies re same (.1).	0.40	\$211.50	84.60
	KER	read and extracted deposition testimony in the Akeem matter in connection to drafting opposition to motion for summary judgment.	4.30	\$211.50	909.45
	SMK	Review/analyze and read deposition of Dwayne Chaney, maintenance tech for apartment complex, dated August 10, 2020, in connection with drafting brief of relevant deposition excerpts detailing numerous residents report of personal injury and first-hand account of repairs needed for property damage resulting from water intrusion, leaks, falling fans and fixtures, for AJL use in opposition to motion for summary judgment.	2.60	\$211.50	549.90
	JLL	Review/analyze Dasmen & RH Entities Reply to Motion in Limine to Exclude Certain Evidence and Testimony	0.10	\$148.50	14.85
	JLL	Review/analyze Dasmen & RH Entities Opposition to Motion in Limine to Exclude Testimony and/or Documentary Evidence related to Defendants Witnesses who have not been identified with specificity	0.10	\$148.50	14.85
Jul-10-24	JLL	Plan and prepare for filing of Opposition to Wilshire's Motion for Partial Summary Judgment. Gather and prepare exhibits to accompany same	0.60	\$148.50	89.10
	JLL	Review/analyze Minute Entry from court and generate corresponding Deadlines and Hearing dates	0.20	\$148.50	29.70
Jul-11-24	AJL	Review/analyze - review Rec. Doc. 507 re insurance related issues.	0.40	\$346.50	138.60
	KER	Read and extracted deposition testimony in the Akeem matter in connection to drafting opposition to motion for summary judgment;	5.70	\$211.50	1,205.55

Strategized and prepared for drafting
opposition to motion for summary judgment
re: the deposition summaries

	SMK	Review/analyze and submit final deposition summaries of 16 reviewed depositions to KER and AJL for use in opposition to motion.	0.40	\$211.50	84.60
	JLL	Plan and prepare for filing of Opposition to Wilshire's MPSJ by continuing to collect exhibits added to Draft of Opposition referenced to accompany same	0.30	\$148.50	44.55
	JLL	Review/analyze Minute Entry from court and generate deadlines associated with trial dates/conferences	0.20	\$148.50	29.70
Jul-12-24	KER	Strategized and prepared for drafting opposition to motion for summary judgment	0.50	\$211.50	105.75
	JLL	Plan and prepare for filing of Opposition to Wilshire's MPSJ. Continue collection of exhibits referenced in Opposition	0.90	\$148.50	133.65
Jul-14-24	KER	Drafted portion of opposition to motion for summary judgment to include excerpts from plaintiffs' depositions discussing property damage, illness, water intrusion, and slip and fall injuries. Revised draft and citations and sent to AJL for review. Revised and edited citations for all depositions included in the opposition for motion for summary judgment.	9.50	\$211.50	2,009.25
Jul-15-24	AJL	Communicate (other external) - telephone call to Plaintiff's counsel re alleged deficiency in their opposition to Wilshire's MPSJ (0.3); exchange of emails with Emily re same (0.1); update Opposition to Wilshire's MPSJ with additional excerpts from depos of various plaintiffs to reinforce existence of non-mold claims (5.2); prep response to Wilshire's Statement of Uncontested Facts (1.1); prep motion for oral argument (0.4); follow up exchange with	7.60	\$346.50	2,633.40

Emily re final draft of Opposition (0.3);
follow up with Yosef re same (0.2).

Jul-16-24	AJL	Review/analyze - final review and finalize Opposition to Wilshire's MPSJ and supporting documents and exhibits (2.3); email Yosef re same and final copy (0.1).	2.40	\$346.50	831.60
	JLL	Review/analyze finalize and fil Opposition to Wilshire' Motion for partial Summary Judgment including accompanying exhibits and prepare Hard Copy as requested by the Judge	1.80	\$148.50	267.30
Jul-17-24	AJL	Draft/revise - prep letter to Court re Opposition filed yesterday (0.2); telephone call from E. Eagan and N. Bergeron re Opposition (0.2); follow up extended telephone call with N. Bergeron re same (0.4).	0.80	\$346.50	277.20
	AJL	Review/analyze - review Rec. Doc. 519 re insurance related issues.	0.50	\$346.50	173.25
	JLL	Draft/revise lett expert's review to Judge re: Requested Hard Copy of Motion in Limine	0.10	\$148.50	14.85
	JLL	Draft/revise finalize and file Request for Oral Argument	0.20	\$148.50	29.70
	JLL	Review/analyze Dasmen & RH Entities' Memo in Support to Motion to Strike Plaintiffs' Expert Disclosures	0.10	\$148.50	14.85
Jul-18-24	AJL	Review/analyze - review Court's notice concerning oral argument.	0.10	\$346.50	34.65
	JLL	Review/analyze Notice regarding Oral Argument re: Motion for Summary Judgment	0.10	\$148.50	14.85
Jul-22-24	AJL	Review/analyze - review Wilshire's reply to Plaintiffs' and our Opposition to Wilshire's MPSJ re coverage.	1.80	\$346.50	623.70
	JLL	Review/analyze Wilshire's Reply to Motion for Partial Summary Judgment	0.10	\$148.50	14.85

Jul-23-24	AJL	Communicate (other external) - telephone call with E. Eagan re magistrate judge (0.2); review Rec. Doc. 523 and 526 re insurance related issues (0.8).	1.00	\$346.50	346.50
Jul-24-24	JLL	Review/analyze Plaintiff's motion to Compel re Defendant's Expert Witnesses and exhibit that accompany same	0.20	\$148.50	29.70
	JLL	Review/analyze Plaintiff's Motion to Compel or in the Alternative Request for Adverse Presumption for Spoliation of Evidence	0.30	\$148.50	44.55
Jul-30-24	AJL	Review/analyze - review Rec. Doc. 529, 530, and 531 re insurance related issues.	0.50	\$346.50	173.25
Jul-31-24	AJL	Review/analyze - review Rec. Doc. 532 re insurance related issues.	0.20	\$346.50	69.30
	JLL	Review/analyze Plaintiff's Motion to Compel Full & Complete Discovery Resp re Defendants' Experts	0.20	\$148.50	29.70
	JLL	Review/analyze Dasmen & RH Entities Opposition to Motion to Compel	0.10	\$148.50	14.85
Aug-02-24	AJL	Review/analyze - review electronic filing system re most recent updates, including order setting hearing on Aug. 7; email Yosef re current status.	0.30	\$346.50	103.95
Aug-05-24	JLL	Review/analyze Notice from court re: Oral Argument set for Plaintiff's Motion to Compel	0.10	\$148.50	14.85
Aug-06-24	AJL	Plan and prepare for - prep for tomorrow's hearing on Motion to Compel; email from Emily re it being reset; review order from the Court continuing the hearing and directing submission of additional briefing.	1.00	\$346.50	346.50
Aug-15-24	AJL	Review/analyze - review pleadings filed in matter (Rec. Docs. 535, 536, 537, and 538) re insurance and coverage related issues and other matters that may impact same.	0.60	\$346.50	207.90

	JLL	Review/analyze Plaintiff's Memo in Support of Motion to Compek or alternative Motion for Adverse Inference for Spoliation of Evidence	0.20	\$148.50	29.70
	JLL	Review/analyze Dasmen & RH Entities Exparte Motion for Extension of Time to Supplement Brief	0.10	\$148.50	14.85
	JLL	Review/analyze Plaintiff's Exparte Motion for Leave to File Supplement Brief w Evidence	0.20	\$148.50	29.70
	JLL	Review/analyze Dasmen & RH Entities Exparte Motion to Expedite Consideration of Unopposed Motion to Extend Supplemental Brief Deadline	0.10	\$148.50	14.85
Aug-16-24	AJL	Review/analyze - review pleadings filed in matter (Rec. Docs. 540 and 543) re insurance and coverage related issues and other matters that may impact same.	0.30	\$346.50	103.95
	JLL	Review/analyze Wilshire's Supplemental Memo in Opposition to Motion to Compel	0.10	\$148.50	14.85
	JLL	Review/analyze Dasmen and RH Entities Supplemental Memo is Opposition to Motion to Compel	0.10	\$148.50	14.85
	JLL	Review/analyze Order from court Denying as moot Defendant's Motion to Extend Supplemental Briefing deadline and Expedited consideration for same	0.10	\$148.50	14.85
Totals			131.40	\$34,735.50	
Total Fee & Expenses					\$34,735.50
Balance Due This Invoice					\$34,735.50

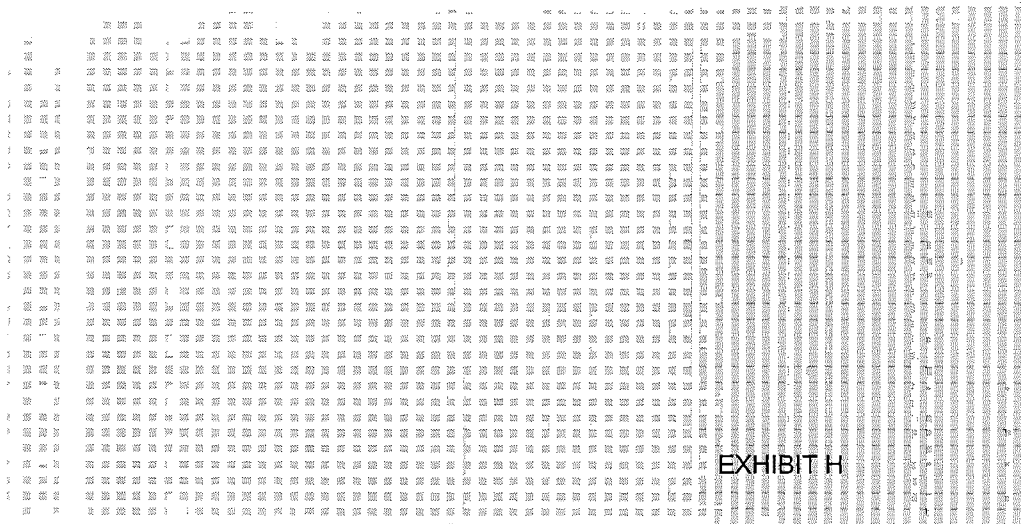
Bienvenu, Foco & Viator LLC
4210 Bluebonnet Boulevard
Baton Rouge, LA 70809

Ph:225-388-5600 Fax:225-388-5622 Fed ID #: [REDACTED]
November 15, 2024

RH Companies
4499 Pond Hill Road
San Antonio, TX
78231 USA

Attention: Ms. Valeria Barradas Billing Through: Oct 31,2024
Our File #: 1071-00001
Inv #: 31409
RE: Akeen v Dasmen - Insurance Coverage

DATE	LAWYER	DESCRIPTION	HOURS	RATE	AMOUNT
Sep-04-24	JLL	Review/analyze Plaintiff's Motion for Leave to File Supplemental Briefing with Evidence withheld by defense counsel	0.20	\$148.50	29.70
Sep-05-24	AJL	Review/analyze - review pleadings filed in matter (Rec. Docs. 545 and voluminous exhibits) re insurance and coverage related issues and other matters that may impact same.	0.60	\$346.50	207.90
Sep-09-24	AJL	Communicate (other external) - exchange of emails with E. Eagan re upcoming hearing.	0.10	\$346.50	34.65
	JLL	Review/analyze Plaintiff's Motion for Leave to File Supplemental Brief and accompanying proposed pleading, court's notice to plaintiffs re: Deficiency and Plaintiff's Amended filing re: same	0.30	\$148.50	44.55
Sep-10-24	AJL	Communicate (other external) - exchange of telephone calls with Court's clerk re upcoming hearing given impending hurricane Q; email E. Eagan re same.	0.40	\$346.50	138.60
	JLL	Review/analyze Notice from court	0.10	\$148.50	14.85



rescheduling Oral Argument on Motion to Compel

Sep-17-24	AJL	Plan and prepare for - prep for tomorrow's hearing regarding pending motions to compel and motions for adverse inference.	0.70	\$346.50	242.55
Sep-18-24	AJL	Plan and prepare for - additional prep for and attend hearing in Eastern District of LA; post-hearing meeting with counsel for Wilshire Insurance and defense counsel for RH Co.	6.30	\$346.50	2,182.95
Sep-19-24	AJL	Communicate (other external) - exchange of emails with E. Eagan, et al and review marked up prior order of Court re strategy for resisting Plaintiff's spoliation arguments.	0.40	\$346.50	138.60
Sep-20-24	AJL	Review/analyze - review Court's minute entry re Wednesday's hearing and Rec. Doc. 550 re depo of David watts and supplemental briefing and hearing date; review Rec. Doc. 551.	0.40	\$346.50	138.60
	JLL	Review/analyze Minute Entry from Motion Hearing on 9/18 received from the court, and judgments on various motions	0.20	\$148.50	29.70
	JLL	Review/analyze Dasmen and RH Entities Opposition to Motion to Supplement Briefing	0.20	\$148.50	29.70
Sep-24-24	AJL	Review/analyze - review Wilshire Insurance's supplemental brief re allegedly withheld evidence.	0.20	\$346.50	69.30
Sep-25-24	JLL	Review/analyze Wilshire's Opposition to Motion to Supplement Brief	0.10	\$148.50	14.85
	JLL	Review/analyze Notice from court setting various Hearings and deadlines	0.50	\$148.50	74.25
Oct-01-24	AJL	Plan and prepare for - prep for and attend Court ordered depo of David Watts.	2.80	\$346.50	970.20
Oct-02-24	AJL	Communicate (other external) - telephone	1.70	\$346.50	589.05

call from S. Bagneris re corporate rep;
review press release re same; review
pleadings in underlying case; follow up with
E. Eagan re same; review Plaintiff's
pleadings re perpetuation of trial testimony
and request for a status conference (Rec.
Docs. 554 and 555).

	JDC	Review/analyze emails notifications and recent filings from Plaintiff in RH Properties matter (.2).	0.20	\$211.50	42.30
Oct-03-24	AJL	Review/analyze - review Plaintiffs' motion for a status conference.	0.30	\$346.50	103.95
Oct-07-24	JLL	Review/analyze Plaintiff's Expedited Motion & Order to Preserve and Perpetuate Testimony and Plaintiff's Request for Status Conference	0.20	\$148.50	29.70
	JLL	Review/analyze Dasmen & RH Entities Supplemental Memo in Opposition of Motion to Compel	0.10	\$148.50	14.85
Oct-08-24	AJL	Review/analyze - review supplemental pleadings in advance of tomorrow's follow up hearing.	1.10	\$346.50	381.15
	JLL	Review/analyze Dasmen & RH Entities Mtn for Leave Excess Pages 2nd Supp Memo in Opp to Pltff's Motion to Compel	0.30	\$148.50	44.55
Oct-09-24	AJL	Plan and prepare for - additional prep for and attend continuation of hearing in New Orleans, Louisiana.	5.50	\$346.50	1,905.75
Oct-10-24	AJL	Review/analyze - review order setting status conference.	0.10	\$346.50	34.65
Oct-11-24	AJL	Review/analyze - review draft opposition re motion to preserve and perpetuate; follow up with N. Bergeron re proposed addition; review additional emails re pleading edits.	0.70	\$346.50	242.55
Oct-14-24	AJL	Review/analyze - review supplemental edit to pleading circulated by N. Bergeron.	0.20	\$346.50	69.30

	JLL	Review/analyze Dasmen & RH Entities Memo in Opposition to Motion for Leave to Preserve and Perpetuate Testimony	0.10	\$148.50	14.85
Oct-15-24	AJL	Review/analyze - review petition forwarded by counsel concerning alleged default on certain mortgage agreements; review Plaintiff's Motion for Leave to file and Fourth Supplemental and Amending Petition re potential insurance issues.	0.60	\$346.50	207.90
	JLL	Review/analyze Plaintiff's Motion for Leave to File 4th Amended Complaint and Expedited Request for same	0.20	\$148.50	29.70
Oct-16-24	JLL	Review/analyze Plaintiff's Motion for Leave to File Supplemental Memo in Support of Motion for Summary Judgment re: Single Business Enterprise	0.20	\$148.50	29.70
Oct-21-24	AJL	Review/analyze - review draft opposition to motion to leave; exchange of emails with Nick and Emily re opposition and upcoming mediation.	0.30	\$346.50	103.95
Oct-22-24	AJL	Review/analyze - review additional edits to and emails regarding Opposition to Plaintiff's motion for leave to file fourth supplemental petition; review Wilshire's opposition re same.	0.40	\$346.50	138.60
	JLL	Review/analyze Dasmen and RH Entities Memo in Opposition to Plaintiff's Motion to Amend Complaint	0.10	\$148.50	14.85
	JLL	Review/analyze Wilshire's Memo in Opposition to Plaintiff's Motion to Amend Complain	0.10	\$148.50	14.85
Oct-23-24	AJL	Plan and prepare for - prep for and attend status conference with Judge Papillion and counsel for other parties.	1.50	\$346.50	519.75
Oct-24-24	AJL	Review/analyze - review Court's minute entry from yesterday's status conference.	0.10	\$346.50	34.65
Oct-31-24	AJL	Review/analyze - review Wilshire's email re	0.40	\$346.50	138.60

a mediator's proposal and follow up on same;
follow up with Emily re time to discuss issue
later today; telephone conf. with Emily re
time to discuss issue with Stephen and
setting up a call.

Totals	27.90	\$9,066.15
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EXPENSES

Sep-18-24	Local Travel - AJL parking in New Orleans, LA during oral argument on plaintiff's motion to compel or alt motion for adverse presumption for spoliation of evidence	20.59
	Out-of-town travel - AJL Mileage to/from New Orleans, LA (500 Poydras Street) for oral argument on plaintiff's motion to compel or alt motion for adverse presumption for spoliation of evidence (149.2 miles * @ 0.67/mile)	99.96
	Out-of-town travel - Lunch in New Orleans, LA following oral argument on plaintiff's motion to compel or alt motion for adverse presumption for spoliation of evidence	24.51
Oct-09-24	Local Travel - AJL parking in New Orleans, LA during hearing on MTC Motion for Adverse Inference	20.59
	Out-of-town travel - Lunch in New Orleans, LA following hearing on plaintiff's motion to compel or alt motion for adverse inference for spoliation of evidence	15.22
	Out-of-town travel - AJL Mileage Reimbursement to/from New Orleans, LA (500 Poydras Street) for hearing on MTC Motion for Adverse Inference (149.2 miles * .67 cents/mile)	99.96

Totals	\$280.83
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Total Fee & Expenses	\$9,346.98
Balance Due This Invoice	\$9,346.98

Bienvenu, Foco & Viator LLC
4210 Bluebonnet Boulevard
Baton Rouge, LA 70809

Ph:225-388-5600 Fax:225-388-5622 Fed ID #: [REDACTED]
January 22, 2025

RH Companies
4499 Pond Hill Road
San Antonio, TX
78231 USA

Attention: Ms. Valeria Barradas Billing Through: Nov 30,2024
Our File #: 1071-00001
Inv #: 31700
RE: Akeen v Dasmen - Insurance Coverage

DATE	LAWYER	DESCRIPTION	HOURS	RATE	AMOUNT
Nov-01-24	AJL	Review/analyze - review mediator's proposal; prep for and call with S. Abrunzo and E. Eagan re mediator's proposal; exchange of emails with T. Durbin re status of Client's position; telephone call from T. Durbin re same; follow up email to S. Abrunzo re discussion with Wilshire's counsel.	1.80	\$346.50	623.70
Nov-04-24	AJL	Communicate (other external) - exchange of emails with T. Durbin re mediator's proposal and E. Eagan re same; emails with Justin Utz re proposal; prep for and participate in call with J. Utz, Stephen, and Emily re mediator's proposal and contact with Wilshire's counsel; follow up emails with T. Durbin re proposal and status of extension; email from J. Utz re inability to contribute; follow up call with T. Durbin re same; update Client on T. Durbin's response and need to seek guidance from Wilsher on next steps.	2.20	\$346.50	762.30
Nov-05-24	AJL	Communicate (other external) - exchange of emails with J. Utz re potential for some money to be available to contribute to mediator's proposal; follow up with Wilshire's counsel re same; exchange of	2.60	\$346.50	900.90



multiple additional emails and telephone calls re additional funding possibilities; telephone call with T.Durbin re confirming acceptance of proposal; review proposal and circulate to client; confirm with Wilshire; follow up emails re acceptance and sharing said news with client.

Nov-21-24	AJL	Communicate (other external) - email exchange with Court' clerk re stay pending resolution of the settlement docs.	0.20	\$346.50	69.30
Totals			6.80	\$2,356.20	
Total Fee & Expenses					\$2,356.20
Balance Due This Invoice					\$2,356.20

Bienvenu, Foco & Viator LLC
4210 Bluebonnet Boulevard
Baton Rouge, LA 70809

Ph:225-388-5600 Fax:225-388-5622 Fed ID # [REDACTED]
February 4, 2025

RH Companies
4499 Pond Hill Road
San Antonio, TX
78231 USA

Attention: Ms. Valeria Barradas Billing Through: Jan 31,2025
Our File #: 1071-00001
Inv #: 31768
RE: Akeen v Dasmen - Insurance Coverage

DATE	LAWYER	DESCRIPTION	HOURS	RATE	AMOUNT
Dec-18-24	AJL	Review/analyze review email and agreement forwarded by counsel for Wilshire re payments being triggered; prep update to Client re Wilshire's payments being due and appropriate payee information	0.60	\$346.50	207.90
Jan-06-25	AJL	Communicate (other external) Email from T. Durbin re status of payment to Wilshire; follow up attempt to reach T. Durbin by phone to discuss same	0.30	\$346.50	103.95
Jan-07-25	AJL	Review/analyze review Agreement between RH Entities and Wilshire re payment to be made by Lynd; email J. Utz and S. Abrunzo re communication from Wilshire's payment pursuant to previous agreement.	0.40	\$346.50	138.60
Totals			1.30	\$450.45	
Total Fee & Expenses					\$450.45
Balance Due This Invoice					\$450.45



NINETEENTH JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

BIENVENU, FOCO & VIATOR, LLC,
Petitioner

v.

RH COPPER CREEK, LLC; RH EAST
LAKE, LLC; AND RH CHENAULT
CREEK, LLC
Defendants

*
*
* DOCKET NO: 761630
*
*
* DIVISION: 27
*
*
*

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

AFFIDAVIT OF ATTORNEY

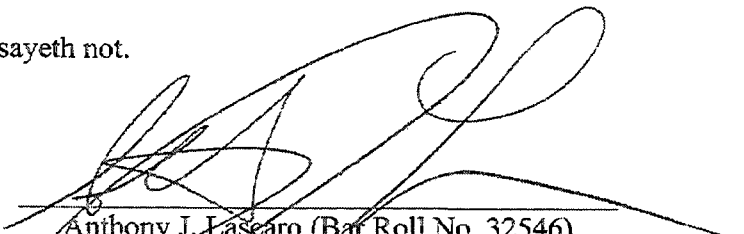
BEFORE ME, the undersigned notary public, personally came and appeared Anthony J. Lascaro who, while under oath, did declare and testify, as follows:

1. My name is Anthony J. Lascaro, and I am over 18 years of age.
2. I have been licensed to practice law in the State of Louisiana for over 15 years. All but three of those years have been spent practicing with the law firm Bienvenu, Foco & Viator, LLC ("BFV") where I am a partner. I am also counsel for BFV in the above-captioned case, and in this capacity, I have personal knowledge of the following facts.
3. Attached hereto as **Exhibit "1"** is a true, accurate, and correct copy of the March 5, 2025 demand letter I sent to Defendants, RH COPPER CREEK, LLC, RH EAST LAKE, LLC, and RH CHENAULT CREEK, LLC (collectively the "**Defendants**"), on behalf of BFV.
4. Attached to said demand letter are true, accurate, and correct copies of the retention agreement between BFV and the Defendants (**Exhibit "1-A"**) and a summary of the outstanding invoices made the subject of the demand letter (**Exhibit "1-B"**).
5. Attached hereto as **Exhibit "2"** are true, accurate, and correct copies of the return receipts (green cards) evidencing receipt of the demand letter by Defendants' registered agent for service of process.
6. In representing BFV in this matter, I have expended approximately 13.3 hours of time as of the date of this affidavit. This time was generally spent preparing the demand letter, preparing the Petition for Collection on Open Account and documents and affidavits in support thereof, reviewing the returns of service, researching the new rules enacted by the Legislature for default judgments, and preparing and filing the Motion for Default



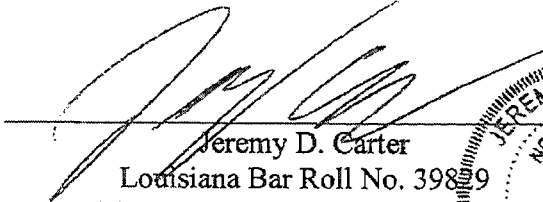
Judgment Pursuant to La. C.C.P. art 1702.1 and associated affidavits, certifications, and supporting documents and exhibits.

7. Further affiant sayeth not.




Anthony J. Lascaro (Bar Roll No. 32546)
Counsel for Petitioner

SWORN TO AND SUBSCRIBED BEFORE ME, this 15th day of May, 2025, in Baton Rouge, Louisiana.



Jeremy D. Carter
Louisiana Bar Roll No. 39859
Notary Public, State of Louisiana
My commission is for life.





BIENVENU
FOCO
VIATOR

ANTHONY J. LASCARO
Partner
(225) 388-5605 TELEPHONE
(225) 388-5622 FACSIMILE
anthony.lascaro@bbblawla.com

March 5, 2025

RH Copper Creek, LLC

Through its registered agent for service of process:
VCORP AGENT SERVICES, INC.
3867 PLAZA TOWER DR, 1ST FLOOR
BATON ROUGE, LA 70816

Via Certified Mail
(9589 0710 5270 0722 0089 78)

RH East Lake, LLC

Through its registered agent for service of process:
VCORP AGENT SERVICES, INC.
3867 PLAZA TOWER DR, 1ST FLOOR
BATON ROUGE, LA 70816

Via Certified Mail
(9589 0710 5270 0722 0089 61)

RH Chenault Creek, LLC

Through its registered agent for service of process:
VCORP AGENT SERVICES, INC.
3867 PLAZA TOWER DR, 1ST FLOOR
BATON ROUGE, LA 70816

Via Certified Mail
(9589 0710 5270 0722 0089 54)

RE: DEMAND ON OPEN ACCOUNT: Amount Past Due: \$67,252.82

To whom it may concern:

Our Firm, Bienvenu, Foco & Viator, LLC ("Firm"), was retained to represent RH Copper Creek, LLC, RH East Lake, LLC, and RH Chenault Creek, LLC ("RH Entities") concerning certain issues that arose in the matter styled *Joshua Akeem, et al. v. Dasmen Residential, LLC, et al.* Attached for your reference is a copy of the retention agreement (Exhibit "A"). We previously issued five invoices bearing invoice numbers 30843, 31095, 31409, 31700, and 31768 in connection with our representation of the RH Entities in this litigation. A summary of these invoices is attached (Exhibit "B"), and additional full copies available upon request. To date, none of these invoices has been paid, and the total outstanding is \$67,252.82. This amount is past due.

You may consider this letter to be a written demand pursuant to Louisiana Revised Statutes § 9:2781, and you are hereby advised that you may be liable for the Firm's attorneys' fees and costs incurred in connection with this matter should you fail to remit payment in the amount of \$67,252.82 within thirty (30) days of the date of your receipt of this letter. Please be further advised that, if payment in the stated amount is not received by the Firm within thirty (30) days of the date of your receipt of this letter, a lawsuit will be filed against you and we will pursue all fees, costs, and expenses allowed by Louisiana law.

4210 Bluebonnet Blvd., Baton Rouge, LA 70809 • PHONE: 225.388.5600 FAX: 225.388.5622 • www.bienvenufofoco.com



EXHIBIT H

March 5, 2025
Page 2

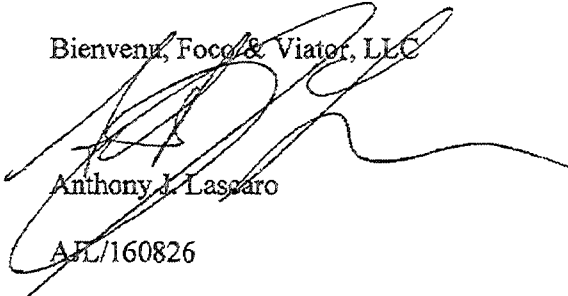
For your convenience, I've enclosed a copy of our Firm W9, and the check may be sent to:

Bienvenu, Foco & Viator, LLC
Attn: Molly Broussard, CFO
4210 Bluebonnet Blvd.
Baton Rouge, LA 70809

If you would prefer to make other arrangements, please contact Molly to coordinate. Thank you for your prompt attention to this matter.

Sincerely,

Bienvenu, Foco & Viator, LLC


Anthony J. Lascaro

AIL/160826

Enclosures

CC:

Moshe "Mark" Silber
Managing Partner
Rhodium Asset Management, LLC
RH Copper Creek, LLC
RH East Lake, LLC
RH Chenault Creek, LLC
One World Trade Center, Suite 8500
New York, NY 10007

Via Fax (212-666-3220)
&
E-Mail (mark@rhodiumre.com)

Justin Utz
Chief Operating Officer
The Lynd Company & Lynd Management Group
d/b/a Lynd Living
4499 Pond Hill Road
San Antonio, TX 78231

Via Fax (210-733-6125)
&
E-Mail (jutz@lynd.com)

Stephen Abrunzo
Director of Risk Management
NB Affordable
100 Philips Parkway
Montvale, NJ 07645

Via Fax (212-466-6167)
&
E-Mail (sabrunzo@nbaffordable.com)

EXHIBIT H

March 5, 2025
Page 3

Valeria Barradas
Director of Property Accounting
The Lynd Company & Lynd Management Group
d/b/a Lynd Living
4499 Pond Hill Road
San Antonio, TX 78231

Via Fax (210-733-6125)
&
E-Mail (vbarradas@lynd.com)

Molly Broussard

Firm



BIENVENU
FOCO
VIATOR

JACQUELINE M. BRETTNER
Partner

225-388-5614 (direct dial)
504-782-1166 (Cell)
225-388-5622 (facsimile)
Jacqueline.Brettner@bblawla.com

May 14, 2024

VIA EMAIL ONLY

Attn.: Mr. Mark Silber, Member
One World Trade Center, Suite 8500
New York, NY 10007
RH Copper Creek LLC, et. al.¹
Via Claims Specialist:
Mr. Yosef Wolf, EVU Residential
100 Phillips Parkway
Montvale, New Jersey 09973
Email: ywolf@evu.com

Physical Copies of Billings to:

Attn.: Lynd
4499Pond Hill Road
San Antonio, Texas 78231
Billings via Email to:
Attn.: Ms. Valeria Barradas
Email: vbaradas@lynd.com

RE: Co-Counsel engagement relating to Insurance Coverage relating to and/or arising from the matter captioned: *Akeem v. Dasmen, et. al., EDLA 19-cv-13650 consolidated with: 19-13673; 19-13705; 19-14634; 19-636; 19-14637, 20-187 (the "Consolidated Litigation")*

Dear Alex and Ira,

Thank you for the opportunity to serve as local co-counsel for RH Copper Creek LLC, R.H. East Lake LLC, R.H. Chenault Creek LLC (collectively, "You" or "RH Companies") relating to insurance coverage issues, including but not limited to the preparation of an opposition to be filed against the Motion for Partial Summary Judgment filed on April 24, 2024 by your insurer, Wilshire Insurance Company ("Wilshire"), and all accompanying research, analysis, drafting, editing, filing, and any other associated tasks, fees, costs, and expenses associated with insurance coverage related matters arising from or otherwise relating to the Consolidated Litigation. We sincerely hope you will be pleased with the services of Bienvenu, Foco & Viator, LLC (the "Firm").

This letter sets forth the terms upon which the Firm agrees to represent You, including the nature of the engagement, the Firm's conflicts of interest policy, and the fees associated with our services, effective May 9, 2024.

SCOPE OF SERVICES

¹ This includes R.H. East Lake LLC, and R.H. Chenault Creek LLC.

4210 Bluebonnet Blvd., Baton Rouge, LA 70809 PHONE: 225.388.5600 FAX: 225.388.5622 bblawla



You have engaged the Firm to represent the R.H. Companies in connection with the Consolidated Litigation, as noted in detail in pg. 1 of this Engagement Letter. If You request additional and/or more specific engagements in the future, and the Firm accepts such engagements, the provisions of this letter will likewise apply to any such additional engagements.

This engagement letter does not encompass, nor does it engage the Firm to represent You in, any matter not described above. Further, this engagement specifically excludes any advice or representation related to securities.

CONFLICTS OF INTEREST

We have conducted our conflict-of-interest check and advise that we are not aware of any conflict at this time which would prevent us from representing You. We are obviously mindful of the potential for conflicts of interest which could arise in representing You and other clients of the Firm. We reasonable believe that our representation of You in a matter adverse to one of our other clients would not be adversely affected merely because of our representation of such other client on another and unrelated matter. Accordingly, it is understood that our representation on Your behalf is conditioned on Your consent at this time to our representation of both You and such other clients for so long as the matters are unrelated.

ASSIGNMENT OF FIRM PERSONNEL

I will be primarily responsible for the supervision of Your matter, but You are engaging the Firm, not me individually. In effort to maintain a streamlined representation of You in these matters, I may also call upon the expertise of fellow BFV partners, associate attorneys and paralegals, when necessary and efficient, from time to time.

LEGAL FEES, EXPENSES, AND BILLINGS

Our legal fees are determined on an hourly rate for lawyers' time, plus actual costs incurred in connection with the legal representation. Our hourly rates for this matter are as follows:

Attorney/Paralegal	Hourly Rate
Jacqueline M. Brettner, Partner	\$382.50 per hour
Anthony J. Lascaro, Partner	\$346.50 per hour
Jeremy D. Carter, Associate	\$211.50 per hour
Jennifer L. LeGlue, Paralegal	\$148.50 per hour

If circumstances require that attorneys or paralegals not listed above perform work on this legal matter, their rates will correspond to those above, taking into account their levels of experience. These hourly rates are based on experience and subject to change as the Firm generally reviews and, when appropriate, adjusts attorney and paralegal rates at the beginning of each calendar year. As time is of the essence in the Consolidated Litigation, I may employ timekeepers other than those listed at the rates listed which correspond with their level of expertise without prior consultation. However, and as always, I will staff this matter in the manner most efficient and effective for our representation of You in the Consolidated Litigation.

Hourly billing will be to the tenth (1/10th) of an hour for time spent on Your matter. Detailed time records maintained by each attorney and paralegal will be available at any time for Your review on a confidential basis. Billable time includes all time spent on the representation including, but not limited to, legal and other research; drafting/reading emails, letters, pleadings; and documents; telephone calls; consultations and conferences with clients, witnesses, court personnel, and other persons; settlement negotiations; pretrial preparation; discovery; fact investigation; reviewing materials; travel time; and court appearances.

Costs and disbursements: You are responsible for payment of any expenses properly and reasonably incurred on Your behalf, including reimbursement of all disbursements advanced by the Firm. Such expenses and disbursements may include, but are not limited to, photocopying charges, long distance telephone calls, travel expenses, postage, medical records, deposition costs and fees, transcript costs, witness fees, expert fees, subpoena costs, filing fees and other court costs, recordation fees, sheriffs and service fees, travel expenses including but not limited to airfare, lodging, mileage (based on the rate set by the Internal Revenue Service), automobile rental charges, and meals, investigation fees, courier fees, trial consultant costs, mediation fees, trial exhibit costs, photographic, electronic or digital evidence production, computer research charges, and other charges for items incident to the performance of our legal services. Costs exceeding \$500, such as expert witness fees and deposition costs, may be billed directly to You, for which You hereby agree to make prompt, direct payments to the vendor. The Firm will attempt to notify You prior to advancing any individual item of which the cost is likely to exceed \$2,500.

Billing arrangements: Itemized statements of services and disbursements will be sent to You monthly, with payment to be made within thirty (30) days of the invoice date. If You have any questions regarding the billing format or any information contained in any invoice or statement, please contact the Firm so that we can try to resolve any concerns promptly and amicably.

We have made no guarantees whatsoever as to the total professional fees and costs to be incurred in this representation, nor the outcome(s) of our representation of You in the Consolidated Litigation. Should we provide in the future any good faith estimates regarding professional fees and costs, these estimates are to be employed as a guide and are in no way binding.

RETAINER

In this matter, we are not requesting a retainer. However, we reserve the right to request a retainer at any time during our future handling of this matter. If, and when, a retainer is requested for this representation, that retainer will be held exclusively for the payment of legal services rendered and costs incurred in connection with the handling of this matter. The retainer will be deposited into our client trust account until the conclusion or termination of our engagement; and will be applied against the Firm's final invoice in this matter (and any outstanding account balance), with the remaining balance, if any, returned to you at that time. However, we reserve the right, at any time, to apply the retainer to any or all of your outstanding account balance. Similarly, if the scope of our engagement or representation otherwise changes materially, we reserve the right to require an increase in the retainer. We also reserve the right to require separate retainers for any

other additional engagements that you request, and we accept, in the future. We trust that you will find this arrangement satisfactory.

CLIENT COOPERATION AND MUTUAL COMMUNICATION

In order to effectively advocate Your interests, it is important for You to understand, that You have an affirmative obligation to assist and to cooperate with the Firm during this engagement. For example, You may be required to furnish certain information and documents, and You may be expected to provide requested documentation promptly to the appropriate firm representative, whether an attorney, paralegal, or secretary. You must also be available to work with the Firm in preparation for meetings, depositions, hearings, etc. and to discuss issues as they arise throughout this matter. Your noncooperation will be grounds for the Firm's withdrawal; thus, it is essential that we maintain open communication through this, and any future, engagements.

In return, the Firm will keep You informed of the status of this matter and consult with You when appropriate. Copies of significant correspondence and documents will be sent to the person designated by You from time to time for that purpose. Unless You instruct us otherwise, we will treat You as the designated representative for this matter.

In the event You need to reach the Firm and the person sought is unavailable, please leave a message for that person disclosing the nature and urgency of the call. It is our policy that all calls will be returned promptly, and in any event no later than within three (3) business days of receipt of the call; if You have not received a return call within that time, please call again. You also have access to my personal mobile number (contained within my email signature block). Feel free to use it if you need to reach me with urgency.

WITHDRAWAL OR TERMINATION

This engagement and our attorney-client relationship will terminate when we have completed the services in the matters covered by this engagement letter and any written supplement to this engagement letter, whether we have been paid in full and whether we have yet delivered all completed work product to You.

You also have the right to terminate this engagement at any time, but Your termination of our services will not affect Your responsibility for payment of legal services rendered and of other charges incurred before termination and/or in connection with an orderly transition of the matter.

The Firm also reserves the right to withdraw from the engagement, and from representing You subject to the ethical restrictions imposed upon us by the applicable Rules of Professional Responsibility if You fail: (i) to cooperate with the Firm's representation, (ii) to make timely payments as required pursuant to this letter, or (iii) you request the Firm undertake any position or action that in our good-faith opinion requires and/or permits our withdrawal because of professional duties imposed upon us by the applicable Rules of Professional Responsibility.

If the Firm seeks to terminate this engagement for any reason, reasonable notice will be given to You. If we withdraw, You hereby agree to cooperate in the execution of any documents to effect that withdrawal including, but not limited to, a motion to withdraw as counsel of record.

You also agree to pay the Firm for all services rendered and other reasonably related charges incurred prior to the notice of withdrawal and/or as a result of an orderly transition of the matter.

FILES

Upon the termination of a matter, either by withdrawal or closing of the file, any hard copy client files associated with this matter shall be reviewed by us before being closed and prepared for storage. We will not close a file until we have reviewed it to identify all client property. Upon notice of termination of a matter, You have ten (10) years to request a copy of Your file, after which time such file shall be reviewed for possible destruction. If we decide that such file should be destroyed, we shall give you written notice of at least 90 days prior to destruction.

BINDING AGREEMENT

This letter represents the entire agreement between You and the Firm (collectively, this letter and the Policy constitute the “Agreement”). Any conflicts between the same will be resolved in favor of the terms set forth herein.

By signing below, You acknowledge that this Agreement has been carefully reviewed and its content understood. You also agree to be bound by all of this Agreement’s terms and conditions. Furthermore, You acknowledge that the Firm has made no representations to You regarding the outcome of the matter for which the Firm has been engaged hereunder. Finally, no change or waiver of any of the provisions of this letter shall be binding on either You or the Firm unless the change is in writing and signed by both You and an authorized representative of the Firm.

If this letter reflects Your understanding of our relationship, please sign and return an executed copy. Your instructing us or continuing to instruct us on this matter following the delivery of this letter to You will also constitute Your full acceptance of the terms set forth above.

Thank you again for this opportunity to be of service to You; we look forward to working with You.

Sincerely,

BIENVENU, FOCO & VIATOR, LLC

By: 
Jacqueline M. Brettner

AGREED AND CONSENTED TO BY

RH Copper Creek LLC
R.H. East Lake LLC
& R.H. Chenault Creek LLC

By: Mr. Mark Silber, Member

Date: _____

EXHIBIT H

Bienvenu, Foco & Viator LLC
4210 Bluebonnet Boulevard
Baton Rouge, LA 70809 USA

Telephone: 225-388-5600 Fax: 225-388-5622

RH Companies
4499 Pond Hill Road
San Antonio, TX 78231 USA

As at
Interest Charge To

Feb 4, 2025
Feb 4, 2025

REMINDER NOTICE

RE: Akeen v Dasmen - Insurance Coverage

Bill Date	Matter #	Inv #	Billed	Interest	Paid	Due	Rate	Aging
Aug -23-24	1071-00001	30843	20,363.69	0.00	0.00	20,363.69	0.00%	> 120 days
Oct -02-24	1071-00001	31095	34,735.50	0.00	0.00	34,735.50	0.00%	> 120 days
Nov -15-24	1071-00001	31409	9,346.98	0.00	0.00	9,346.98	0.00%	<=90 days
Jan -22-25	1071-00001	31700	2,356.20	0.00	0.00	2,356.20	0.00%	<=30 days
Feb -04-25	1071-00001	31768	450.45	0.00	0.00	450.45	0.00%	<=30 days
Totals			\$67,252.82	\$0.00	\$0.00	\$67,252.82		

Balance Due and Owing

\$67,252.82



**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) BIENVENU, FOCO & VIATOR, LLC		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>		
	5 Address (number, street, and apt. or suite no.). See instructions. 4210 BLUEBONNET BLVD	Requester's name and address (optional)	
6 City, state, and ZIP code BATON ROUGE, LA 70809			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table><tr><td colspan="2">Social security number</td></tr><tr><td><div></div></td><td><div></div></td></tr><tr><td colspan="2">or</td></tr><tr><td colspan="2">Employer identification number</td></tr></table>	Social security number		<div></div>	<div></div>	or		Employer identification number	
Social security number									
<div></div>	<div></div>								
or									
Employer identification number									

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	<table><tr><td>Signature of U.S. person</td><td>Date</td></tr><tr><td><i>Molly Browne</i></td><td>7/9/24</td></tr></table>	Signature of U.S. person	Date	<i>Molly Browne</i>	7/9/24
Signature of U.S. person	Date				
<i>Molly Browne</i>	7/9/24				

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.


What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY																	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature: <u>[Signature]</u> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name): <u>JOSE Y SARMIENTO</u> C. Date of Delivery: <u>2/3/25</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>																	
<p>1. Article Addressed to:</p> <p>RH Cooper Creek, LLC Through registered agent of service: VCORP Agent Services, Inc. 3867 Plaza Tower Dr 1st Floor Baton Rouge, LA 70816</p> <p> 9590 9402 7563 2098 8947 77</p>		<p>3. Service Type</p> <table border="0"><tr><td><input type="checkbox"/> Adult Signature</td><td><input type="checkbox"/> Priority Mail Express®</td></tr><tr><td><input type="checkbox"/> Adult Signature Restricted Delivery</td><td><input type="checkbox"/> Registered Mail™</td></tr><tr><td><input type="checkbox"/> Certified Mail®</td><td><input type="checkbox"/> Registered Mail Restricted Delivery</td></tr><tr><td><input type="checkbox"/> Certified Mail Restricted Delivery</td><td><input type="checkbox"/> Signature Confirmation™</td></tr><tr><td><input type="checkbox"/> Collect on Delivery</td><td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td></tr><tr><td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td><td></td></tr><tr><td><input type="checkbox"/> Insured Mail</td><td></td></tr><tr><td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td><td></td></tr></table>		<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Collect on Delivery Restricted Delivery		<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
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<input type="checkbox"/> Insured Mail																			
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)																			
<p>2. Article Number (Transfer from service label):</p> <p>589 0710 5270 0722 0089 78</p>																			

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

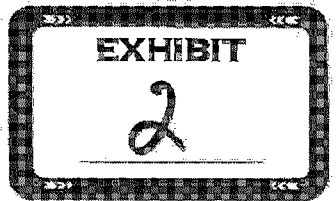


EXHIBIT H

USPS TRACKING #

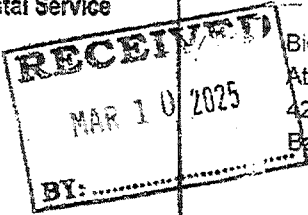


9590 9402 7563 2098 8947 77

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box®



Bienvenu, Foco, & Viator
Attn: Anthony Lascaro
4210 Bluebonnet Blvd
Baton Rouge, LA 70809

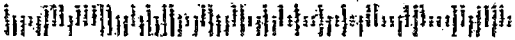


EXHIBIT H

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY																	
<p><input checked="" type="checkbox"/> Complete items 1, 2, and 3.</p> <p><input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you.</p> <p><input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature </p> <p>B. Received by (Printed Name) ARRY SARMIENTO</p> <p>C. Date of Delivery 3/7/25</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>																	
<p>1. Article Addressed to: RH East Lake, LLC Through registered agent of service: VCORP Agent Services, Inc. 3867 Plaza Tower Dr 1st Floor Baton Rouge, LA 70816</p> <p> 9590 9402 7563 2098 8947 84</p>																			
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PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

EXHIBIT H

USPS TRACKING#

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7408 215 3 L

First-Class Mail

Postage & Fees Paid

USPS

Permit No. G-10

9590 9402 7563 2098 8947 84

United States
Postal Service

RECEIVED

MAR 10 2024

BY:

• Sender: Please print your name, address, and ZIP+4® in this box•

Bienvenu, Foco, & Viator

Attn: Anthony Lascaro

4210 Bluebonnet Blvd

Baton Rouge, LA 70809

EXHIBIT H

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<div><input checked="" type="checkbox"/> Complete items 1, 2, and 3.</div> <div><input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you.</div> <div><input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.</div>		<div><div>A. Signature<div></div></div><div><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</div></div> <div><div>B. Received by (Printed Name)<div>ABBY SARMIENTO</div></div><div>C. Date of Delivery<div>8/27/25</div></div></div> <div><div>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</div></div>	
<div>1. Article Addressed to:<div>RH Chenault Creek, LLC Through registered agent of service: VCORP Agent Services, Inc. 3867 Plaza Tower Dr 1st Floor Baton Rouge, LA 70816</div></div> <div></div> <div>9590 9402 7563 2098 8947 91</div>		<div>3. Service Type<div><input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail</div><div><input type="checkbox"/> Priority Mail® Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery</div></div>	
<div>2. Article Number (Transfer from service label)<div>9589 0710 5270 0722 0089 54</div></div>		<div>ured Mail Restricted Delivery or \$500!</div>	

PS Form 3811, July 2020 PSN 7530-02-000-9063

Domestic Return Receipt

EXHIBIT H

USPS TRACKING#

9590 9402 7563 2098 8947 91

702
2 L

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

Bienvenu, Foco, & Viator
Attn: Anthony Lascaro
4210 Bluebonnet Blvd
Baton Rouge, LA 70809

RECEIVED

MAR 10 2025

BY:

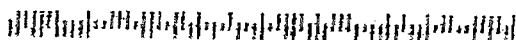


EXHIBIT H

NINETEENTH JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

BIENVENU, FOCO & VIATOR, LLC,
Petitioner

v.

RH COPPER CREEK, LLC; RH EAST
LAKE, LLC; AND RH CHENAULT
CREEK, LLC
Defendants

*
*
* DOCKET NO: 761630
*
*
*
* DIVISION: 27
*
*
*

JUDGMENT

More than twenty-one (21) days have elapsed since the service of citation and the Petition for Collection on Open Account on Defendants, RH COPPER CREEK, LLC, RH EAST LAKE, LLC, and RH CHENAULT CREEK, LLC; the Defendants having failed to appear and answer, due *prima facie* proof having been produced by Petitioner BIENVENU, FOCO & VIATOR, LLC in support of its Petition, and considering the law, evidence, and BFV’s May 15, 2025, Motion for Default Judgment Pursuant to La. C.C.P. art. 1702.1 and the exhibits thereto (“*Motion*”), which are admitted as prayed:

IT IS ORDERED, ADJUDGED, AND DECREED that the Motion is hereby **GRANTED**;
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that there be Judgment herein in favor of Petitioner BIENVENU, FOCO & VIATOR, LLC, and against Defendants, RH COPPER CREEK, LLC, RH EAST LAKE, LLC, and RH CHENAULT CREEK, LLC, finding and adjudicating Defendants, RH COPPER CREEK, LLC, RH EAST LAKE, LLC, and RH CHENAULT CREEK, LLC jointly and solidarily liable to BIENVENU, FOCO & VIATOR, LLC for:

- a. The full sum of SIXTY-SEVEN THOUSAND, TWO HUNDRED AND FIFTY-TWO AND 82/100 DOLLARS (\$67,252.82);
- b. Legal interest thereon at the maximum legal rate from April 9, 2025, until paid;
- c. Attorney’s fees in the amount of FOUR THOUSAND, SIX HUNDRED AND EIGHT AND 45/100 DOLLARS (\$4,608.45); and
- d. All costs of these proceedings

JUDGMENT READ, RENDERED, AND SIGNED in Baton Rouge, Louisiana this
20th day of May, 2025.

I HEREBY CERTIFY THAT ON THIS DAY A COPY OF THE WRITTEN REASONS FOR JUDGMENT / JUDGMENT / ORDER / COMMISSIONER’S RECOMMENDATION WAS MAILED BY ME WITH SUFFICIENT POSTAGE AFFIXED. SEE ATTACHED LETTER FOR LIST OF RECIPIENTS.
DONE AND MAILED ON May 28, 2025


HON. TIFFANY FOXWORTH-ROBERTS
DISTRICT JUDGE


DEPUTY CLERK OF COURT



East Baton Rouge Parish
Deputy Clerk Of Court



EAST BATON ROUGE PARISH
Filed May 16, 2025 2:41 PM
Deputy Clerk of Court
E-File Received May 15, 2025 11:26 AM

C-761630
27

NINETEENTH JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

BIENVENU, FOCO & VIATOR, LLC,
Petitioner

v.

RH COPPER CREEK, LLC; RH EAST
LAKE, LLC; AND RH CHENAULT
CREEK, LLC
Defendants

*
*
* DOCKET NO: 761630
*
*
* DIVISION: 27
*
*

JUDGMENT

More than twenty-one (21) days have elapsed since the service of citation and the Petition for Collection on Open Account on Defendants, RH COPPER CREEK, LLC, RH EAST LAKE, LLC, and RH CHENAULT CREEK, LLC; the Defendants having failed to appear and answer; due *prima facie* proof having been produced by Petitioner BIENVENU, FOCO & VIATOR, LLC in support of its Petition, and considering the law, evidence, and BFV's May 15, 2025, Motion for Default Judgment Pursuant to La. C.C.P. art. 1702.1 and the exhibits thereto ("Motion"), which are admitted as prayed:

IT IS ORDERED, ADJUDGED, AND DECREED that the Motion is hereby **GRANTED**;

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that there be Judgment herein in favor of Petitioner BIENVENU, FOCO & VIATOR, LLC, and against Defendants, RH COPPER CREEK, LLC, RH EAST LAKE, LLC, and RH CHENAULT CREEK, LLC, finding and adjudicating Defendants, RH COPPER CREEK, LLC, RH EAST LAKE, LLC, and RH CHENAULT CREEK, LLC jointly and solidarily liable to BIENVENU, FOCO & VIATOR, LLC for:

- a. The full sum of SIXTY-SEVEN THOUSAND, TWO HUNDRED AND FIFTY-TWO AND 82/100 DOLLARS (\$67,252.82);
- b. Legal interest thereon at the maximum legal rate from April 9, 2025, until paid;
- c. Attorney's fees in the amount of FOUR THOUSAND, SIX HUNDRED AND EIGHT AND 45/100 DOLLARS (\$4,608.45); and
- d. All costs of these proceedings

JUDGMENT READ, RENDERED, AND SIGNED in Baton Rouge, Louisiana this

20th day of May, 2025.

I HEREBY CERTIFY THAT ON THIS DAY A COPY OF
THE WRITTEN REASONS FOR JUDGMENT /
JUDGMENT / ORDER / COMMISSIONER'S
RECOMMENDATION WAS MAILED BY ME WITH
SUFFICIENT POSTAGE AFFIXED.
SEE ATTACHED LETTER FOR LIST OF RECIPIENTS.
DONE AND MAILED ON May 28, 2025

Tiffany Foxworth-Roberts
HON. TIFFANY FOXWORTH-ROBERTS
DISTRICT JUDGE

Jason M. Smith
DEPUTY CLERK OF COURT

Page 1 of 1

Orlando Jesus Rojas

East Baton Rouge Parish
Deputy Clerk Of Court

Generated Date:
5/27/2025 10:56 AM



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Correct Copy
CertID: 2025052700389

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Chelsey Richard Napoleon
CLERK OF CIVIL DISTRICT COURT
INST # 2025-16902 05/27/2025 03:24:11 PM
TYPE: JUDGE Pg(5)
MIN: 1460439

1340 Poydras Street, 4th Floor
New Orleans, Louisiana 70112



Land Records Division
Telephone (504) 407-0005

Chelsey Richard Napoleon
Clerk of Court and Ex-Officio Recorder
Parish of Orleans

DOCUMENT RECORDATION INFORMATION

Instrument Number: 2025-16902

Recording Date: 5/27/2025 03:24:11 PM

Document Type: JUDGMENT

Addtl Titles Doc Types:

Mortgage Instrument Number: 1460439

Filed by: BIENVENU FOCO VIATOR
4210 BLUEBONNET BLVD
BATON ROUGE LA 70809

**THIS PAGE IS RECORDED AS PART OF YOUR DOCUMENT AND
SHOULD BE RETAINED WITH ANY COPIES.**







J'Corey Vance, Deputy Clerk
A True and Correct Copy
Chelsey Richard Napoleon, Clerk, Civil District Court

EXHIBIT J

Archived: Wednesday, July 23, 2025 4:15:16 PM
From: [Anthony Lascaro](#)
Sent: Wednesday, May 28, 2025 11:37:02 AM
To: [Justin Utz](#) [mark](#) [Stephen Abrunzo](#) [Valeria Barradas](#)
Cc: [Molly Broussard](#)
Subject: RE: Conclusion of Representation and Outstanding Invoices
Importance: Normal
Sensitivity: None
Attachments:
2025_05_27_0000-Copy of Judgment Filed in Mortgage & Conveyance Records.pdf  FV v RH - Court Cost.pdf 

Justin,

I tried to call you yesterday. When we last spoke, you mentioned a trustee or manager that Lynd brought in to deal with the RH Entities’ Orleans Parish properties. Please let me know who that is so I can communicate with them directly, but in the interim, please let them know that yesterday, we filed the Judgment we took against the RH Companies in the mortgage and conveyance records of Orleans Parish. So our fees are now protected by a lien on the RH Entities’ properties.

I’ve attached a copy of the Court’s May 20, 2025, Judgment and the recording info. As reflected in the Judgment, as of today, the amount due my office is: **\$74,259.75**. This amount is broken down as follows:

Legal Fees	\$67,252.82
Interest thereon (as of May 28, 2025)	760.05
Attorney’s fees	4,608.45
All costs	1,638.43
Total (as of May 28, 2025)	\$74,259.75

The receipts for costs are attached as verification. Note that the judicial interest is only correct through today. It will continue to accrue until paid at the applicable judicial interest rate, which is currently 8.250%.

Please let me know how you would like to clear this. If we have to start the process of enforcing and collecting the judgment, additional costs and attorney’s fees will be incurred, and those sums are also taxable under Louisiana law.

Thank you,

Anthony J. Lascaro
(225) 388-5609 Direct
(985) 517-3450 Cell
anthony.lascaro@bblawla.com

From: Justin Utz <JUtz@lynd.com>
Sent: Friday, February 7, 2025 5:04 PM
To: Anthony Lascaro <anthony.lascaro@bblawla.com>; mark <mark@rhodiumre.com>; Stephen Abrunzo <sabrunzo@nbaffordable.com>; Valeria Barradas <vbarradas@lynd.com>
Cc: Molly Broussard <Molly.Broussard@bblawla.com>
Subject: Re: Conclusion of Representation and Outstanding Invoices

NOTICE: This e-mail originated from outside of BBLaw. Be careful when opening links or attachments.

let's do it, I'll send an invite shortly.

Justin Utz

Chief Operating Officer

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Phone 210.798.8182

Mobile 210.232.2951

Web www.lynd.com

4499 Pond Hill Road, San Antonio, TX 78231

Visit us on [LinkedIn](#) & [Instagram](#) & [Facebook](#)

Visit our [museum](#) web page.

From: Anthony Lascaro <anthony.lascaro@bblawla.com>

Sent: Friday, February 7, 2025 4:53 PM

To: Justin Utz <JUtz@lynd.com>; mark <mark@rhodiumre.com>; Stephen Abrunzo <sabrunzo@nbaffordable.com>; Valeria Barradas <vbarradas@lynd.com>

Cc: Molly Broussard <Molly.Broussard@bblawla.com>

Subject: RE: Conclusion of Representation and Outstanding Invoices

I'm available Thursday. 10:30 CT?

Anthony J. Lascaro
(225) 388-5609 Direct
(985) 517-3450 Cell
anthony.lascaro@bblawla.com

From: Justin Utz <JUtz@lynd.com>

Sent: Friday, February 7, 2025 4:47 PM

To: Anthony Lascaro <anthony.lascaro@bblawla.com>; mark <mark@rhodiumre.com>; Stephen Abrunzo <sabrunzo@nbaffordable.com>; Valeria Barradas <vbarradas@lynd.com>

Cc: Molly Broussard <Molly.Broussard@bblawla.com>

Subject: Re: Conclusion of Representation and Outstanding Invoices

NOTICE: This e-mail originated from outside of BBLaw. Be careful when opening links or attachments.

EXHIBIT K

Anthony, can we set a call to discuss next week? Thursday possibly?

Justin

Justin Utz

Chief Operating Officer

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Phone 210.798.8182

Mobile 210.232.2951

Web www.lynd.com

4499 Pond Hill Road, San Antonio, TX 78231

Visit us on [LinkedIn](#) & [Instagram](#) & [Facebook](#)

Visit our [museum](#) web page.

From: Anthony Lascaro <anthony.lascaro@bblawla.com>

Sent: Friday, February 7, 2025 4:29 PM

To: mark <mark@rhodiumre.com>; Justin Utz <JUtz@lynd.com>; Stephen Abrunzo <sabrunzo@nbaffordable.com>; Valeria Barradas <vbarradas@lynd.com>

Cc: Molly Broussard <Molly.Broussard@bblawla.com>

Subject: Conclusion of Representation and Outstanding Invoices

Please see the attached letter concerning the conclusion of our representation of you and our outstanding invoices. Please let me know if you have any questions.

Best,

Anthony J. Lascaro

Bienvenu, Foco & Viator, LLC

4210 Bluebonnet Blvd.

Baton Rouge, LA 70809

(225) 388-5600 Main

(225) 388-5609 Direct

(985) 517-3450 Cell

(225) 388-5622 Fax

anthony.lascaro@bblawla.com

[www.bblawla.com]www.bblawla.com

EXHIBIT K

CONFIDENTIALITY MESSAGE Privileged: This e-mail contains PRIVILEGED and CONFIDENTIAL information intended only for the use of the specific individual or entity named above. If you or your employer is not the intended recipient of this e-mail or an employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any unauthorized dissemination or copying of this e-mail is strictly prohibited. If you have received this transmission in error, please immediately delete the message.

CIRCULAR 230: Pursuant to federal tax regulations imposed on practitioners who render tax advice ("Circular 230"), we are required to advise you that any advice contained in this communication regarding federal taxes is not written or intended to be used, and cannot be used, by any person as the basis for avoiding federal tax penalties under the Internal Revenue Code, nor can such advice be used or referred to for the purpose of promoting, marketing or recommending any entity, investment, plan or arrangement.

EXHIBIT K

EAST BATON ROUGE PARISH
Filed May 16, 2025 2:41 PM
Deputy Clerk of Court
E-File Received May 15, 2025 11:26 AM

C-761630
27

NINETEENTH JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

BIENVENU, FOCO & VIATOR, LLC, *
Petitioner *
v. * DOCKET NO: 761630
RH COPPER CREEK, LLC; RH EAST *
LAKE, LLC; AND RH CHENAULT *
CREEK, LLC * DIVISION: 27
Defendants *

JUDGMENT

More than twenty-one (21) days have elapsed since the service of citation and the Petition for Collection on Open Account on Defendants, RH COPPER CREEK, LLC, RH EAST LAKE, LLC, and RH CHENAULT CREEK, LLC; the Defendants having failed to appear and answer, due *prima facie* proof having been produced by Petitioner BIENVENU, FOCO & VIATOR, LLC in support of its Petition, and considering the law, evidence, and BFV's May 15, 2025, Motion for Default Judgment Pursuant to La. C.C.P. art. 1702.1 and the exhibits thereto ("Motion"), which are admitted as prayed:

IT IS ORDERED, ADJUDGED, AND DECREED that the Motion is hereby GRANTED;

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that there be Judgment herein in favor of Petitioner BIENVENU, FOCO & VIATOR, LLC, and against Defendants, RH COPPER CREEK, LLC, RH EAST LAKE, LLC, and RH CHENAULT CREEK, LLC, finding and adjudicating Defendants, RH COPPER CREEK, LLC, RH EAST LAKE, LLC, and RH CHENAULT CREEK, LLC jointly and solidarily liable to BIENVENU, FOCO & VIATOR, LLC for:

- a. The full sum of SIXTY-SEVEN THOUSAND, TWO HUNDRED AND FIFTY-TWO AND 82/100 DOLLARS (\$67,252.82);
- b. Legal interest thereon at the maximum legal rate from April 9, 2025, until paid;
- c. Attorney's fees in the amount of FOUR THOUSAND, SIX HUNDRED AND EIGHT AND 45/100 DOLLARS (\$4,608.45); and
- d. All costs of these proceedings

JUDGMENT READ, RENDERED, AND SIGNED in Baton Rouge, Louisiana this
20th day of May, 2025.

I HEREBY CERTIFY THAT ON THIS DAY A COPY OF
THE WRITTEN REASONS FOR JUDGMENT /
JUDGMENT / ORDER / COMMISSIONER'S
RECOMMENDATION WAS MAILED BY ME WITH
SUFFICIENT POSTAGE AFFIXED.
SEE ATTACHED LETTER FOR LIST OF RECIPIENTS.

DONE AND MAILED ON May 28, 2025

Tiffany R. Foxworth-Roberts
HON. TIFFANY FOXWORTH-ROBERTS
DISTRICT JUDGE

Jean H. H. H.
DEPUTY CLERK OF COURT

Page 1 of 1

Orsola Jeanne Pappas

East Baton Rouge Parish
Deputy Clerk of Court



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Chelsey Richard Napoleon
CLERK OF CIVIL DISTRICT COURT
INST # 2025-16902
DATE 05/27/2025 03:24:11 PM
TYPE: JDE Z PG(S)
MNR: 1460439



1340 Poydras Street, 4th Floor
New Orleans, Louisiana 70112



Land Records Division
Telephone (504) 407-0005

Chelsey Richard Napoleon
Clerk of Court and Ex-Officio Recorder
Parish of Orleans

DOCUMENT RECORDATION INFORMATION

Instrument Number: 2025-16902

Recording Date: 5/27/2025 03:24:11 PM

Document Type: JUDGMENT

Addtl Titles Doc Types:

Mortgage Instrument Number: 1460439

Filed by: BIENVENU FOCO VIATOR
4210 BLUEBONNET BLVD
BATON ROUGE LA 70809

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J'Corey Vance, Deputy Clerk
A True and Correct Copy
Chelsey Richard Napoleon, Clerk, Civil District Court

EXHIBIT K

Shauna Vallet

From: ClerkConnect <noreply@softwareservices.net>
Sent: Wednesday, April 9, 2025 2:37 PM
To: Shauna Vallet
Subject: Clerk Connect E-Filing

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East Baton Rouge Parish - E-Filing Submission # 847841

Suit#761630

Your Reference# Petition - BFV v. RH Co.

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Documents Filed

Type	
PET-CIV	View Stamped PDF
EXHIBIT-CV	View Stamped PDF

The link to the stamped documents will be freely accessible until 7/8/2025. After that date, you will need to pay the clerk to download a copy.

Clerk Filing Fees

Description	Amount
Base Fee	437.00
Service	270.00
Additional Advance	100.00

Description	Amount
Total Paid To Clerk	900.00
Convenience Fee (Non-Clerk)	31.50
Filing Service Fee (Non-Clerk)	6.00

Description	Amount
Total Paid	937.50

Payment Reference#3b862df32840442f8ddaf33634d36262
Payment Confirmation#007383

Shauna Vallet

From: ClerkConnect <noreply@softwareservices.net>
Sent: Friday, May 16, 2025 2:43 PM
To: Shauna Vallet
Subject: Clerk Connect E-Filing

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East Baton Rouge Parish - E-Filing Submission # 885717

Suit#761630

Your Reference# RH Co - Default

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Documents Filed

Type	
MTN WITHOUT ORD-CIV	View Stamped PDF
PREPARED DOCUMENT	View Stamped PDF
JUDGMENT -CV	View Stamped PDF
EXHIBIT-CV	View Stamped PDF

The link to the stamped documents will be freely accessible until 8/14/2025. After that date, you will need to pay the clerk to download a copy.

Clerk Filing Fees

Description	Amount
Base Fee	178.00
Additional Advance	120.00

Description	Amount
Total Paid To Clerk	535.20
Convenience Fee (Non-Clerk)	18.73

Description	Amount
Filing Service Fee (Non-Clerk)	6.00
Total Paid	559.93

Payment Reference#1a731987f3f248b09a481e0e7648b0ba
 Payment Confirmation#015768

EAST BATON ROUGE CLERK OF COURT
222 ST. LOUIS STREET
ROOM: 179
BATON ROUGE, LA 70802
TELEPHONE: 225-389-3950

Receipt# 8222123	Receipt Date 05/27/2025	Customer CASH	Office Data 13098-5/27/2025-TFortune
----------------------------	-----------------------------------	-------------------------	--

Invoice Numbers	
5.00	1037442
1.00	1037442

CERTIFIED COPY FEE--COURT Qty (1) @ \$5.00 each	6.00	Paid By
COPIES Qty (1) @ \$1.00 each	0.00	
Grand Total	6.00	
Charged to Account	6.00	
Amount Received	0.00	
Change Due		

Notes
C 761630- JUDGMENT
1 COPY
1CC

Payment Types	Amount
Check#5361	6.00

THIS IS NOT A BILL! THIS IS A RECEIPT FOR A PAID TRANSACTION. PLEASE KEEP FOR YOUR RECORDS!!

LAND RECORDS DIVISION
1340 POYDRAS ST., 4TH FLOOR
NEW ORLEANS, LA 70112
(504) 407-0005
Deputy: JVANCE
Workstation: LRCASH6

ISSUED TO: BIENVENU FOCO VIATOR

RECEIPT # 1917321
DATE 05/27/2025 03:24:10 PM

ITEM #	Instrument #	FEE
1)	2025-16902	
JUDGMENT		100.00
BUILDING FUND		30.00
LCRAA PORTAL FEE		5.00
		=====
Total Due to Clerk		135.00

1) CHECK 5362	135.00
	=====
Total Amount Paid	135.00

CHELSEY RICHARD NAPOLEON
CLERK OF COURT AND
EX-OFFICIO RECORDER

EXHIBIT K

Archived: Wednesday, July 23, 2025 4:17:19 PM
From: Anthony Lascaro
To: Justin Utz Valeria Barradas
Cc: Jennifer Holtzclaw
Subject: RE: Subpoena to Lynd
Importance: Normal
Sensitivity: None

I do not see **RH East Lake, LLC** listed among the filing debtors, so please respond to the subpoena as required by law to the extent it seeks information regarding this entity only.

Anthony J. Lascaro
(225) 388-5609 Direct
(985) 517-3450 Cell
anthony.lascaro@bblawla.com

From: Justin Utz <JUtz@lynd.com>
Sent: Monday, July 7, 2025 1:01 PM
To: Anthony Lascaro <anthony.lascaro@bblawla.com>; Valeria Barradas <vbarradas@lynd.com>
Cc: Jennifer Holtzclaw <Jennifer.Holtzclaw@bblawla.com>
Subject: Re: Subpoena to Lynd

NOTICE: This e-mail originated from outside of BBLaw. Be careful when opening links or attachments.

Everything you need should be here:

<https://www.veritaglobal.net/cbrm>

Justin Utz
Chief Financial Officer

LYND LIVING | Home Is Here
Phone 210.798.8182
Mobile 210.232.2951
Web www.lynd.com
4499 Pond Hill Road, San Antonio, TX 78231

Visit us on [LinkedIn](#) & [Instagram](#) & [Facebook](#)
Visit our [museum](#) web page.

From: Anthony Lascaro <anthony.lascaro@bblawla.com>
Sent: Monday, July 7, 2025 10:59:23 AM

EXHIBIT L

To: Justin Utz <JUtz@lynd.com>; Valeria Barradas <vbarradas@lynd.com>
Cc: Jennifer Holtzclaw <Jennifer.Holtzclaw@bblawla.com>
Subject: RE: Subpoena to Lynd

Please also send me a copy of the filed bankruptcy petition for RH Copper Creek, LLC; RH East Lake, LLC; and RH Chenault Creek, LLC.

Thank you,

Anthony J. Lascaro
(225) 388-5609 Direct
(985) 517-3450 Cell
anthony.lascaro@bblawla.com

From: Anthony Lascaro
Sent: Monday, July 7, 2025 12:50 PM
To: Justin Utz <JUtz@lynd.com>; Valeria Barradas <vbarradas@lynd.com>
Cc: Jennifer Holtzclaw <Jennifer.Holtzclaw@bblawla.com>
Subject: RE: Subpoena to Lynd

I’ve received no notice of any bankruptcy proceeding being initiated. I’m happy to speak to the attorneys to resolve this if you want to share my information. Please let me know what you propose to remedy this.

Thanks,

Anthony J. Lascaro
(225) 388-5609 Direct
(985) 517-3450 Cell
anthony.lascaro@bblawla.com

From: Justin Utz <JUtz@lynd.com>
Sent: Monday, July 7, 2025 12:04 PM
To: Anthony Lascaro <anthony.lascaro@bblawla.com>; Valeria Barradas <vbarradas@lynd.com>
Cc: Jennifer Holtzclaw <Jennifer.Holtzclaw@bblawla.com>
Subject: Re: Subpoena to Lynd

NOTICE: This e-mail originated from outside of BBLaw. Be careful when opening links or attachments.

Anthony,

Let me circle up with the bankruptcy attorneys on this. These entities entered bankruptcy on May 19th so not sure what the process is for this now.

I’ll be in touch.

Justin

Justin Utz
Chief Financial Officer

EXHIBIT L

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Phone 210.798.8182

Mobile 210.232.2951

Web www.lynd.com

4499 Pond Hill Road, San Antonio, TX 78231

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Visit our [museum](#) web page.

From: Anthony Lascaro <anthony.lascaro@bblawla.com>
Sent: Monday, July 7, 2025 9:16:30 AM
To: Justin Utz <JUtz@lynd.com>; Valeria Barradas <vbarradas@lynd.com>
Cc: Jennifer Holtzclaw <Jennifer.Holtzclaw@bblawla.com>
Subject: Subpoena to Lynd

Justin,

As a heads up, we issued a subpoena and records depo notice to Lynd for certain documents related to the RH companies. The depo is set for July 18, but all we are looking for here is records. If those records are produced ahead of the deposition, we can likely cancel it. Anything y'all have that's responsive can be produced electronically, so y'all can save the stamp.

Best,

Anthony J. Lascaro
(225) 388-5609 Direct
(985) 517-3450 Cell
anthony.lascaro@bblawla.com

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CIRCULAR 230: Pursuant to federal tax regulations imposed on practitioners who render tax advice ("Circular 230"), we are required to advise you that any advice contained in this communication regarding federal taxes is not written or intended to be used, and cannot be used, by any person as the basis for avoiding federal tax penalties under the Internal Revenue Code, nor can such advice be used or referred to for the purpose of promoting, marketing or recommending any entity, investment, plan or arrangement.

Shauna Vallet

From: ClerkConnect <noreply@softwareservices.net>
Sent: Wednesday, April 9, 2025 2:37 PM
To: Shauna Vallet
Subject: Clerk Connect E-Filing

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East Baton Rouge Parish - E-Filing Submission # 847841

Suit#761630

Your Reference# Petition - BFV v. RH Co.

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Documents Filed

Type	
PET-CIV	View Stamped PDF
EXHIBIT-CV	View Stamped PDF

The link to the stamped documents will be freely accessible until 7/8/2025. After that date, you will need to pay the clerk to download a copy.

Clerk Filing Fees

Description	Amount
Base Fee	437.00
Service	270.00
Additional Advance	100.00

Description	Amount
Total Paid To Clerk	900.00
Convenience Fee (Non-Clerk)	31.50
Filing Service Fee (Non-Clerk)	6.00

Description	Amount
Total Paid	937.50

Payment Reference#3b862df32840442f8ddaf33634d36262
Payment Confirmation#007383

Shauna Vallet

From: ClerkConnect <noreply@softwareservices.net>
Sent: Friday, May 16, 2025 2:43 PM
To: Shauna Vallet
Subject: Clerk Connect E-Filing

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East Baton Rouge Parish - E-Filing Submission # 885717

Suit#761630

Your Reference# RH Co - Default

Want to follow this suit?
Click [here](#) now to be emailed each time someone files something new.

Documents Filed

Type	
MTN WITHOUT ORD-CIV	View Stamped PDF
PREPARED DOCUMENT	View Stamped PDF
JUDGMENT -CV	View Stamped PDF
EXHIBIT-CV	View Stamped PDF

The link to the stamped documents will be freely accessible until 8/14/2025. After that date, you will need to pay the clerk to download a copy.

Clerk Filing Fees

Description	Amount
Base Fee	178.00
Additional Advance	120.00

Description	Amount
Total Paid To Clerk	535.20
Convenience Fee (Non-Clerk)	18.73

Description	Amount
Filing Service Fee (Non-Clerk)	6.00
Total Paid	559.93

Payment Reference#1a731987f3f248b09a481e0e7648b0ba
Payment Confirmation#015768

EAST BATON ROUGE CLERK OF COURT
222 ST. LOUIS STREET
ROOM: 179
BATON ROUGE, LA 70802
TELEPHONE: 225-389-3950

Receipt# 8222123	Receipt Date 05/27/2025	Customer CASH	Office Data 13098-5/27/2025-TFortu ne
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		Invoice Numbers
CERTIFIED COPY FEE--COURT Qty (1) @ \$5.00 each	5.00	1037442
COPIES Qty (1) @ \$1.00 each	1.00	1037442
Grand Total	6.00	
Charged to Account	0.00	Paid By
Amount Received	6.00	
Change Due	0.00	

Notes
C 761630- JUDGMENT
1 COPY
1CC

Payment Types	Amount
Check#5361	6.00

THIS IS NOT A BILL! THIS IS A RECEIPT FOR A PAID TRANSACTION. PLEASE KEEP FOR YOUR RECORDS!!

LAND RECORDS DIVISION
1340 POYDRAS ST., 4TH FLOOR
NEW ORLEANS, LA 70112
(504) 407-0005
Deputy: JVANCE
Workstation: LRCASH6

ISSUED TO: BIENVENU FOCO VIATOR

RECEIPT # 1917321
DATE 05/27/2025 03:24:10 PM

ITEM #	Instrument #	FEE
1)	2025-16902	
	JUDGMENT	100.00
	BUILDING FUND	30.00
	LCRAA PORTAL FEE	5.00
		=====
Total Due to Clerk		135.00

1) CHECK 5362	135.00
	=====
Total Amount Paid	135.00

CHELSEY RICHARD NAPOLEON
CLERK OF COURT AND
EX-OFFICIO RECORDER

EXHIBIT M