

16<sup>TH</sup> JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. MARTIN

STATE OF LOUISIANA

NO. 081835

DIVISION “A”

JOSEPH HARVEY GAUTREAUX, INDIVIDUALLY  
AND ON BEHALF OF OTHERS SIMILARLY SITUATED

VERSUS

LOUISIANA FARM BUREAU CASUALTY INSURANCE COMPANY

FILED: \_\_\_\_\_

\_\_\_\_\_  
DEPUTY CLERK

**JOINT MOTION FOR PRELIMINARY APPROVAL  
OF PROPOSED SETTLEMENT**

Except as otherwise expressly provided below or as the context otherwise requires, all capitalized terms used in this Joint Motion for Preliminary Approval of Proposed Settlement (the “Joint Motion”) shall have the meanings and/or definitions given them in the Settlement Agreement (“Settlement Agreement”) entered into by or on behalf of Class Counsel, the Class, and Louisiana Farm Bureau Casualty Insurance Company, the original of which is attached to this Joint Motion as Exhibit A.

NOW INTO COURT comes The Plaintiff Class (hereinafter “Class”), represented herein by the Class Representative, appearing through Class Counsel J.R. Whaley, Kenneth D. St. Pe', Stephen B. Murray, Jr., and Kenneth W. DeJean, and Louisiana Farm Bureau Casualty Insurance Company (hereinafter “Louisiana Farm Bureau”), appearing through its counsel James Ordeneaux, Matthew Habig and Charles Garrison, and do respectfully represent as follows:

1.

Class Counsel, individually and on behalf of the Class, and Louisiana Farm Bureau have agreed on a proposed settlement of all claims of the Class related to the Class Action against the Released Parties.

2.

All terms, definitions, provisions, reservations, and conditions of such compromise settlement are more particularly set forth in the Settlement Agreement, which is attached hereto as Exhibit A, all of which terms, definitions, provisions, reservations, and conditions are made part of this Joint Motion, the same as though copied herein *in extenso*. To the extent there may be any

conflict between the terms, definitions, provisions, reservations, and conditions set forth in this Joint Motion and those set forth in the Settlement Agreement, the terms, definitions, provisions, reservations, and conditions of the Settlement Agreement shall govern.

3.

The purposes and intent of all Parties to the proposed settlement are:

- a. to settle all claims of the identified Class Members against the Released Parties; and
- b. to dismiss on the merits and with prejudice all claims asserted by any Class Members in this Class Action insofar as affecting the Released Parties, each party to bear its own costs.

4.

The “Class” is defined as follows:

All persons insured by Louisiana Farm Bureau Insurance Company who have made a claim for first party total loss, which claim Louisiana Farm Bureau Insurance Company evaluated using Mitchell Work Center Total Loss, from July 1, 2013 to April 1, 2020.

Movers agree that, for purposes of the proposed Settlement Agreement only, the Class as defined above is appropriate for class certification under applicable law and should be certified for class treatment by this Court as such given: (a) that the Class is objectively definable; (b) the likely numerosity of the Class; (c) the potential commonality of legal and factual issues to the Class; (d) the possible predominance of such common issues over questions affecting only individual members of the Class; (e) the potentially typicality of the claims or defenses of the Class Representatives and the claims or defenses of the Class; and (f) the probably fair and adequate representative of the Class by the Class Representatives. However, subject to this agreement and pursuant to the terms of the Settlement Agreement, Movers agree that no concession is being made by any party herein to the appropriateness of the Class for certification for litigation purposes.

5.

Louisiana Farm Bureau shall endeavor to pay into the Class Settlement Fund Account a sum not to exceed SEVENTEEN MILLION FIVE HUNDRED THOUSAND and 00/100 (\$17,500,000.00) Dollars pursuant to the terms of the Settlement Agreement on or before January 27, 2025, and in no event shall it pay into the Class Settlement Fund Account later than February 5, 2025.

6.

All settlement contributions are to be held in the Class Settlement Fund Account under the terms of the Settlement Agreement.

7.

Class Counsel, on behalf of the Class, the Class, and Louisiana Farm Bureau represent to the Court that the proposed settlement has been reached through extensive and intensive negotiations, by which the Parties have reached agreement through arms-length bargaining without any collusive practices among them.

8.

Class Counsel, on behalf of the Class, and Louisiana Farm Bureau suggest that among the factors favoring settlement on the terms proposed in the Settlement Agreement are:

- a. The uncertainty of the issues affecting liability, including fault and apportionment thereof, causation, injury, damages, and other legal issues;
- b. The assurance to be gained for the benefit of the Class that a substantial recovery will be obtained regardless of the outcome of further litigation;
- c. The economy of cost/exposure reduction for the benefit of Louisiana Farm Bureau;
- d. The costs of continued litigation for the benefit of the Class;
- e. The prevailing consideration in all compromises and settlements that each party, whether the Class and Louisiana Farm Bureau, weighs the advantages of settlement against the risks of loss.

9.

Class Counsel, on behalf of the Class, and Louisiana Farm Bureau further represent to the Court that while the Released Parties have denied, and continue to deny, any liability for the Action and the consequences thereof, the settlement proposed herein, and the consideration therefore, is fair, reasonable, and adequate, considering:

- a. The complexity, expense, and likely duration of the litigation with respect to the further participation of Louisiana Farm Bureau;
- b. The state of the proceedings and the amount of discovery completed;
- c. The possibility *vel non* of Plaintiffs' success on the merits as to Louisiana Farm Bureau;
- d. The range of possible recovery from Louisiana Farm Bureau, if any; and

- e. The concurrences of Class Counsel and counsel for Louisiana Farm Bureau, as reflected in their respective signatures to this Joint Motion.

10.

Class Counsel represent to the Court that in Class Counsels' collective opinion, the settlement, as proposed, is fair and reasonable to the Class as proposed, especially in view of the uncertainties and vagaries of further litigation with Louisiana Farm Bureau, the numerical constituency of the Class, and the nature and extent of damage to the Class.

11.

In accordance with the provisions of the Settlement Agreement, Class Counsel, on behalf of the Class, with the concurrences of Louisiana Farm Bureau, presents for the approval of the Court the following proposed plan for management of the settlement contributions to be made by Louisiana Farm Bureau as provided in the Settlement Agreement:

- a. All settlement contributions by Louisiana Farm Bureau shall be paid, within the time fixed in the Settlement Agreement, into the Settlement Fund account, to be held and administered in accordance with the Settlement Agreement.
- b. Class Counsel, individually and on behalf of the Class, and Louisiana Farm Bureau have agreed on, and Class Counsel, on behalf of the Class, and Louisiana Farm Bureau move the Court's approval of Red River Bank or a mutually agreeable bank as the Class Settlement Fund Account Agent for the Class Settlement Fund, to serve in that capacity in accordance with all terms, provisions, and conditions provided in the Settlement Agreement.
- c. Except as otherwise provided in the Settlement Agreement, the Class Settlement Fund Account shall be maintained and managed in an interest bearing account in accordance with the terms of the Settlement Agreement.
- d. Pursuant to a separate Motion filed simultaneously with this Motion for Preliminary Approval, the Court appoint a Special Master to recommend how settlement funds are to be disbursed and a Court Appointed Disbursing Agent to facilitate such disbursal.
- e. Following the Court's entry of the Order of Preliminary Approval of the Settlement Agreement, Notice to all putative members of the Class, in the form provided under the Settlement Agreement, shall be disseminated in accordance with the proposal set forth in Paragraph 14 of this Joint Motion, informing putative Class Members: of the certification of the Class for settlement purposes only; of the ability of putative Class Members to opt out of the Class and the manner and form in which opt outs are to take place; of the terms of the Settlement Agreement; that no allocations or disbursements will be made from the Class Settlement Fund Account without express prior written approval of the Court; the circumstances under which disbursements may be made in the future; and informing Class Members of their right to object to the terms of the proposed settlement and to be heard on their objections in a fairness hearing to be conducted at a prescribed time and place and in a prescribed manner. Class Members must opt out of the class or object to the

settlement in the manner described in the Notice no later than 30 days before the fairness hearing.

- f. The fairness hearing shall be conducted in such manner as to assure full compliance with applicable considerations of due process of law and the provisions of Louisiana Code of Civil Procedure articles 591, *et seq.*
- g. No disbursements from the Class Settlement Fund Account shall be permitted, except in accordance with the terms of the Settlement Agreement, and approved via Court Order.

12.

In order to facilitate an orderly settlement of this matter, Class Counsel suggests that the Court order that any contingency fee contracts affecting the representation of Plaintiffs in the Action that are dated after the date of the Court's Order of Preliminary Approval of Proposed Settlement shall not be enforceable without approval of the Court unless related to the representation of an individual who has exercised his right to opt out of the settlement, and that all contingency fee contracts should be provided to the Court, and Class Counsel.

13.

As described in the Settlement Agreement, Class Counsel, individually and on behalf of the Class, and Louisiana Farm Bureau agree that in the event of termination of the Settlement Agreement, insofar as affecting the Parties to the Settlement Agreement, the Action and any related actions shall revert to their status before the execution of the Settlement Agreement as if related orders and papers and the efforts leading to the Settlement Agreement had not been entered, prepared, or taken.

14.

Following the entry of the Order of Preliminary Approval of this Settlement Agreement, to assure that Class Members are fully informed of (1) the pendency of the Action, (2) the certification of the Class, (3) the ability of Class Members to opt out of the Class and the manner and form in which opt outs are to take place, (4) the Settlement Agreement and its contents, (5) their rights to review the proposed settlement documents, (6) their right to be represented by private counsel at their own costs, (7) their right to object to the Settlement Agreement as proposed, and (8) the means whereby they may make their objections and be heard thereon at the fairness hearing to be held by the Court at a designated time and place, Movers suggest that the Class Settlement

Notice in the form provided under the Settlement Agreement be approved by the Court and ordered disseminated to Class Members as due process and the Louisiana Code of Civil Procedure require. The Notice Plan, which is included with the Settlement Agreement, provides for dissemination of the Class Settlement Notice. The dissemination of the Class Settlement Notice shall be the responsibility of the Notice Administrator. Louisiana Farm Bureau has provided contact information in Louisiana Farm Bureau's possession for those individuals who Louisiana Farm Bureau has determined, based upon a reasonable review of its records, may be Class Members to Class Counsel. The the Notice Administrator shall create, upload documents, and maintain the neutral website and its contents. All costs associated with the neutral website and all reasonable costs for the dissemination of the notice shall be paid out of the Class Settlement Fund.

15.

To facilitate the proposed settlement and in the interests of judicial economy, Movers suggest that the commencement and/or prosecution of any and all actions and proceedings (including discovery) related to the Action by, on behalf of, or through any Class Members against any of the Released Parties (excluding, therefrom, however, those proceedings within the Action necessary to obtain certification of the Class, the necessary confirmatory depositions, and final approval of the settlement embodied in the Settlement Agreement), be enjoined and stayed during the pendency of these settlement proceedings and until further ordered by this Court; such stay and injunction to prohibit any action related to the Action from being certified as a class action.

16.

As described in the Settlement Agreement, the Parties agree that the Court shall retain jurisdiction over the Action, the Settlement Agreement, the Final Judgment, the Class Settlement Fund, the Class Settlement Fund Account, all ancillary settlement matters, Class Counsel, the Class Members, and Louisiana Farm Bureau solely for the purpose of administering, supervising, construing, and enforcing the Settlement Agreement and the Final Judgment and supervising the management and disbursement of the funds in the Class Settlement Fund Account.

All terms, definitions, provisions, reservations, and conditions of the Settlement Agreement, and particularly with regard to any matters not expressly set forth in this Joint Motion, are to be considered in full force and effect and binding on all parties subscribing thereto.

WHEREFORE, CLASS COUNSEL, ON BEHALF OF THE CLASS, AND LOUISIANA FARM BUREAU, PRAY THAT:

- I. The Court review the proposed Settlement Agreement attached hereto as Exhibit A.
- II. The Settlement Agreement and the settlement set forth therein and all exhibits attached thereto and/or the Joint Motion be preliminarily approved by the Court as fair, reasonable, and adequate, entered into in good faith and without collusion and within the range of possible judicial approval.
- III. That in conjunction with the hearing on the Joint Motion for Preliminary Approval, that the Court also conduct a hearing on the certification of the Class.
- IV. Following such class certification hearing, the Court certify the Class as Defined herein.
- V. The Court approve the plan for management of the settlement contributions set forth in Paragraph 11 of this Joint Motion.
- VI. The Court approves Red River Bank or the bank as suggested by the parties as the Class Settlement Fund Account Agent, to serve in that capacity in accordance with all terms, provisions and conditions contained in the Settlement Agreement.
- VII. The funds in the Class Settlement Fund account be deposited, disbursed, paid, and/or transferred in accordance with the provisions of the Settlement Agreement.
- VIII. [Intentionally omitted]
- IX. The Court schedule a fairness hearing on the Settlement Agreement and the proposed settlement set forth therein, to consider comments/objections regarding the Settlement Agreement and the proposed settlement set forth therein, and to consider its fairness, reasonableness, and adequacy under the provisions of Louisiana Code of Civil Procedure article 591, *et seq.* Class Members must opt out of the class or object to the settlement in the manner described in the Notice no later than 21 days before the fairness hearing.
- X. Any member of the Class who objects to the approval of the Settlement Agreement and the settlement set forth therein or to the entry of final judgment with respect thereto, and who timely and properly files the appropriate documentation of such objection, as described below, may appear at the fairness hearing and show cause why the Settlement Agreement and the settlement set forth therein should not be approved as fair, reasonable, and adequate. Objections to the Settlement Agreement shall be considered by the Court only if the objector properly files and provides a concise written statement describing the specific reason(s) for his or her objections, which must include: (i) the name, address, and telephone number of the Class Member and, if applicable, the name, address, and telephone number of the attorney of such Class Member; (ii) a statement that the objector is a member of the Class;

(iii) the objection, including any supporting materials, papers, or briefs that the objector wishes the Court to consider, and (iv) the name and address of any witnesses to be presented at the fairness hearing, together with a statement as to the matters on which they wish to testify and a summary of the proposed testimony. Any Class Member who wishes to speak, personally or through his or her attorney, at the final fairness hearing must include a notice of intent to appear with his or her objection. Any member of the Class who does not make a timely objection in the manner specifically provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement Agreement and the settlement set forth therein and to any final judgment that may be entered with respect thereto. The concise written statement must be filed with the Court and served on the Special Master and counsel for the Parties at least twenty-one (21) days prior to the Fairness Hearing.

- XI. In due course, and after appropriate public notices and hearing(s), Final Judgment be entered by the Court, approving the settlement, and all terms thereof, as provided in the Settlement Agreement, and dismissing, upon the Effective Date, with prejudice and with each Party to bear its own costs through dismissal, except as provided in the Settlement Agreement, (i) all claims of whatever nature related to the Action that the Class and the Class Members asserted or could have asserted against the Released Parties, and (ii) the Released Claims in the Action and all cases consolidated with or therein, and all other actions now existing or hereafter brought upon Released Claims by the Class or Class Member, insofar as affecting the Released Parties, excluding only the claims of those individuals and entities who previously properly and timely opted out of the Class, and any and all claims by Louisiana Farm Bureau against any third party hereto, including without limitation Mitchell System, are reserved, and nothing herein or in the Settlement Agreement shall be construed to the contrary.
- XII. Unless otherwise expressly agreed in writing by Class Counsel, the Class, and Louisiana Farm Bureau, should the Effective Date not occur, pursuant to the terms of the Settlement Agreement, or in the event that the Settlement Agreement does not become effective as required by its terms for any other reason, (a) the Released Parties, and (b) Class Counsel and the Class shall be restored to their respective positions *status quo ante*; in such event, nothing in the Settlement Agreement, as well as any negotiations, proceedings, documents prepared, and statements made in connection therewith, shall be deemed or construed to be an admission or confession by any party of any fact, matter, or proposition of law nor used in any manner for any purpose.
- XIII. Any contingency fee contracts affecting the representation of Plaintiffs in the Class Action that are dated after the date of the Court's Order of Preliminary Approval shall not be enforceable without approval of the Court unless related to the representation of an individual who has exercised his right to opt out of the settlement and that all contingency fee contracts should be provided to the Special Master.
- XIV. The Court approve the form, content, method, and date of dissemination to the Class Members of the Notice of the certification of the Class, the proposed Settlement Agreement, and the fairness hearing, the form provided under the Settlement Agreement, and order its dissemination to Class Members and others by first class mail, postage prepaid, and by publication as set forth in the Notice Plan, so that the Court may obtain and consider comments/objections of the Class, if any, regarding the Settlement Agreement and the settlement set forth therein and consider its fairness, reasonableness, and adequacy.

- XV. The Court enjoin and stay the commencement and/or prosecution of any and all actions and proceedings (including discovery) related to the Action by, on behalf of, or through any Class Members against any of the Released Parties (excluding, therefrom, however, those proceedings with the Action necessary to obtain certification of the Class, and final approval of the settlement embodied in the Settlement Agreement), during the pendency of these settlement proceedings and until further ordered by this Court; such stay and injunction to prohibit any action related to the Class Action and/or the Subject Matter of the Class Action (other than the Class Action itself) from being certified as a class action;
- XVI. The Court maintain continuing jurisdiction over the settlement proceedings to insure the effectuation therefore for the benefit of the Class.
- XVII. The Court authorize Louisiana Farm Bureau to disclose to Class Counsel and the Special Master the names and addresses concerning potential class members and other relevant information concerning claimants.

MOVERS FURTHER PRAY for all orders and decrees necessary in the premises, and for full, just and equitable relief.

Respectfully submitted:

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**ATTORNEYS FOR PLAINTIFF**

Respectfully submitted,

**PLAUCHE', MASELLI, PARKERSON,  
LLP**

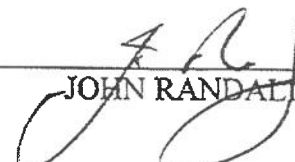
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**ATTORNEYS FOR DEFENDANT,  
LOUISIANA FARM BUREAU  
CASUALTY INSURANCE COMPANY**

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the foregoing has been forwarded to all counsel of  
record by E-mail on this 6<sup>th</sup> day of January, 2025.

  
\_\_\_\_\_  
JOHN RANDALL WHALEY

**16<sup>TH</sup> JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. MARTIN**  
**STATE OF LOUISIANA**

**NO. 081835**

**DIVISION “A”**

**JOSEPH HARVEY GAUTREAUX, INDIVIDUALLY  
AND ON BEHALF OF OTHERS SIMILARLY SITUATED**

**VERSUS**

**LOUISIANA FARM BUREAU CASUALTY INSURANCE COMPANY**

**FILED:** \_\_\_\_\_

\_\_\_\_\_  
**DEPUTY CLERK**

**RULE TO SHOW CAUSE**

Considering the foregoing Joint Motion for Preliminary Approval of Proposed Settlement:  
IT IS HEREBY ORDERED that the movers appear before this Court to show cause on the  
15<sup>th</sup> day of January, 2025 at \_\_\_\_\_ o'clock \_\_\_\_ .m., in New Iberia, Louisiana why the Joint  
Motion for Preliminary Approval of Proposed Settlement should not be granted.

Lafayette, Louisiana, this \_\_\_\_\_ day of January, 2025.

\_\_\_\_\_  
HONORABLE ANTHONY THIBODEAUX  
DISTRICT JUDGE  
16<sup>TH</sup> JUDICIAL DISTRICT COURT

SETTLEMENT AGREEMENT

16<sup>TH</sup> JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. MARTIN  
STATE OF LOUISIANA

NO. 081835 DIVISION “A”

JOSEPH HARVEY GAUTREAUX, INDIVIDUALLY  
AND ON BEHALF OF OTHERS SIMILARLY SITUATED

VERSUS

LOUISIANA FARM BUREAU CASUALTY INSURANCE COMPANY

FILED: \_\_\_\_\_  
DEPUTY CLERK

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**16<sup>TH</sup> JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. MARTIN**

**STATE OF LOUISIANA**

**NO. 081835**

**DIVISION “A”**

**JOSEPH HARVEY GAUTREAUX, INDIVIDUALLY  
AND ON BEHALF OF OTHERS SIMILARLY SITUATED**

**VERSUS**

**LOUISIANA FARM BUREAU CASUALTY INSURANCE COMPANY**

**FILED:** \_\_\_\_\_

\_\_\_\_\_  
**DEPUTY CLERK**

**SETTLEMENT AGREEMENT**

This Settlement Agreement is made and entered into on the dates indicated below, by and between Joseph Harvey Gautreaux, Wilfred Meaux, Jr., Carolyn Susie Lagneaux, and Yvette Beauchamp, individually and on behalf of the Class as defined herein, appearing herein through plaintiff and class counsel J.R. Whaley, Kenneth D. St. Pe', Stephen B. Murray, Jr., and Kenneth W. DeJean; together with Louisiana Farm Bureau Casualty Insurance Company, appearing herein through its counsel, James Ordeneaux, Matthew Habig, and Charles Garrison.

WHEREAS, Plaintiffs allege in this Action that Louisiana Farm Bureau Casualty Insurance Company utilized an unlawful method—WorkCenter Total Loss (“WCTL”)—to value total loss automobiles in the state of Louisiana and breached the terms of their insurance policy in settling claims for total-loss vehicles;

WHEREAS, a Class has been certified consisting of: All named Louisiana Farm Bureau Casualty Insurance Company insureds who received payment for total loss motor vehicles located in the State of Louisiana, under the terms of their collision automobile insurance policy with Louisiana Farm Bureau Casualty Insurance Company, utilizing the Mitchell WorkCenter Total Loss (WCTL) system, from July 1, 2010 to April 1, 2020.

WHEREAS, the Parties wish to resolve all claims asserted and all claims that could have been asserted in the Action;

WHEREAS, counsel for the Parties have engaged in arm’s-length negotiations on the terms of this Agreement, as defined below, and this Agreement embodies all of the terms and conditions of this settlement;

WHEREAS, Class Counsel has conducted investigation and discovery relating to the claims brought against Defendant, has analyzed the legal issues in this case, and has engaged in

substantial motion practice over almost ten years of litigation. Class Counsel believes that this settlement is fair, reasonable, adequate, and in the best interests of the Class and that this Settlement Agreement should be approved by the Court under Louisiana Code of Civil Procedure 594.

WHEREAS, Louisiana Farm Bureau Casualty Insurance Company does not admit liability but wishes to avoid the costs, expenses, and uncertainties of this complex litigation;

This Settlement Agreement sets forth the terms, conditions, and provisions of a settlement of all claims of the defined Class against the Released Parties related to, *inter alia*, the Class Action and the Subject Matter of Class Action, all as defined herein. This Settlement Agreement shall be submitted to the Court for Approval as Exhibit "A" to the Joint Motion for Preliminary Approval of Proposed Settlement to be filed in the Class Action. The Joint Motion for Preliminary Approval will be filed and set for hearing on January 15, 2025. This Settlement Agreement is entered into in accordance with and subject to the recitals, definitions, terms, and conditions set forth herein.

1. **DEFINITIONS OF TERMS OF GENERAL APPLICATION**

Unless otherwise expressly stated herein, the capitalized terms set forth below shall have the following meanings and definitions as used in this Settlement Agreement:

1.1 The term "**Louisiana Farm Bureau**" shall mean and refer to Louisiana Farm Bureau Casualty Insurance Company and/or affiliated persons as defined in 15 U.S.C. § 80a-2(a)(3), including but not limited to its insurers and excess insurers.

1.2 The term "**Adjusted Claims**" shall refer to the Adjustment of and each and every instance, event, occurrence, circumstance, incidence, and/or situation upon which basis allegations have been or could have been made against any one or more of the Released parties for any improper, inaccurate, deficient, defective, imprecise, erroneous, mistaken, incorrect, unfair, unreasonable, or otherwise prejudicial valuation, evaluation, assessment, processing, handling, and/or settlement of an insurance claim utilizing the Mitchell Total Loss Vehicle Valuation System and/or Mitchell WorkCenter Total Loss, together with all communications, acts, omissions, conduct, undertakings, transactions, and events related thereto, as alleged in and/or encompassed by and/or otherwise related to the allegations in the Class Action, or that are otherwise encompassed by the Subject Matter of the Class Action.

1.3 The term “**Adjustment**” shall mean and refer to the valuation and settlement of a consumer insurance claim for damage to an insured automobile utilizing the Mitchell Total Loss Vehicle Valuation System and/or Mitchell WorkCenter Total Loss.

1.4 The term “**Adjustment/Claim Process**” shall refer to the Adjustment and/or evaluation, assessment, appraisal, estimation, surveying, valuation, and handling of an insurance claim utilizing the Mitchell Total Loss Vehicle Valuation System and/or Mitchell WorkCenter Total Loss, together with any and all related activities, practices, procedures, policies, protocols, methodologies, approaches, and/or systems utilized in the Adjustment and processing, handling, assessment, denial, approval, and/or payment of any vehicle damage or total loss claim on the part of Louisiana Farm Bureau at issue or that could have been placed at issue in the class action and/or as otherwise encompassed by the Subject Matter of the Class Action.

1.5 The term “**Agreement**” shall mean and refer to this Settlement Agreement, all exhibits and attachments to this Settlement Agreement, and all judgments or orders of the Court approving or incorporating this Settlement Agreement.

1.6 The terms “**Class**” or “**Class Members**” or “**Class Member**” or “**members of the Class**” or “**member of the Class**” shall mean and refer to those persons and/or entities included within the Class Definition; provided, however, that the terms “Class” or “Class Members” or “Class Member” or “members of the Class” or “member of the Class” shall not include any of the Opt-Out Parties, including any individuals who exercised the right to opt out of this action after the publication of the initial class notice.

1.7 The term “**Class Action**” shall mean and refer to the lawsuit entitled *Joseph Harvey Gautreaux, Individually and on behalf of others similarly situated vs. Louisiana Farm Bureau Casualty Insurance Company*, No. 081835, Div. “A,” 16th Judicial District Court, Parish of St. Martin, State of Louisiana.

1.8 The term “**Subject Matter of the Class Action**” shall mean, refer to, and include each and every act, omission, occurrence, happening, transaction, event, episode, incident, circumstance, communication, eventuality, situation, characteristic, position, system, practice, process, scenario, thing, and/or other operative or material fact alleged in and/or encompassed by the allegations made or that could have been made in the Class Action by the Class or any member of the Class against any one or more of the Released Parties for recovery of damages or any other relief or remedy of whatsoever type, kind, or nature in any way arising out of, related to, or

connected with the Adjusted Claims; the Adjustment/Claim Process; the Program; and/or the allegations, averments, assertions, contentions, subject matter, predicate, premises, claims, Compensatory Damage Claims, Exemplary Damage Claims, demands, actions, rights of action, and/or causes of action pled by, for, or on behalf of the plaintiff, the Class or all or any Class Member, and/or the Class Representative.

1.9 The term "**Class Counsel**" shall mean and refer to J.R. Whaley, Kenneth D. St. Pe', Stephen B. Murray, Jr., and Kenneth W. DeJean.

1.10 The term "**Class Definition**" or "**Class as Defined**" shall mean and refer to the following:

All persons insured by Louisiana Farm Bureau Insurance Company who have made a claim for first party total loss, which claim Louisiana Farm Bureau Insurance Company evaluated using Mitchell Work Center Total Loss, from July 1, 2013 to April 1, 2020.

More specifically, the "Class" or "Class Members" or "Members of the Class" or "Member of the Class" or "Class Definition" or "Class as Defined" shall mean and refer to those individuals previously identified collectively possessing the right to 13,975 claims and to whom Notice was provided informing them of certification of this class and who did not exercise the right to opt out of the litigation after the publication of the initial class notice.

1.11 The term "**Class Representative**" shall, for purposes of this Agreement, mean and refer to plaintiffs Joseph Harvey Gautreaux, Wilfred Meaux, Jr., Carolyn Susie Lagneaux, and Yvette Beauchamp, who upon designation or approval by the Court shall appear on behalf of and represent the Class in the Class Action pursuant to article 591 of the Louisiana Code of Civil Procedure.

1.12 The term "**Class Settlement Fund**" shall mean and refer to the total amount of settlement funds deposited in the **Class Settlement Fund Account** under this Agreement, together with all interest earned or accrued thereon, and less (a) the costs, expenses, charges, etc., specified in Section 8.4 and (b) the reserves, if any, established in furtherance of this Agreement.

1.13 The term "**Class Settlement Fund Account**" shall mean and refer to the bank account (including any subaccount thereof) to be established and administered in accordance with the Settlement Agreement.

1.14 The term "**Class Settlement Fund Account Agent**" shall mean and refer to the bank holding the Class Settlement Fund in the Class Settlement Fund Account to be appointed by

the Court, after consideration of the recommendations of Class Counsel and Louisiana Farm Bureau. Huntington National Bank or another mutually agreeable bank shall be proposed for use as the Class Settlement Fund Account Agent.

1.15 The term “**Class Settlement Notice**” shall mean and refer to the legal notice of the terms of the Settlement Agreement that is to be provided in accordance with the Order of the Court, Article 591 *et seq.* of the Louisiana Code of Civil Procedure, and the terms of the Settlement Agreement, a copy of such notice being attached to this Settlement.

1.16 The term “**Compensatory Damage Claims**” shall mean and refer to all claims in any way arising out of, related to, or connected with the Class Action and/or the Subject Matter of the Class Action other than Exemplary Damage Claims, including (by way of example only and without limitation) all claims for money damages of a non-exemplary nature; all claims for equitable relief of whatever type, kind, or nature; and all claims for injunctive, statutory, and/or declaratory relief of whatever type, kind, or nature. The term “Compensatory Damage Claims” does not include Exemplary Damage Claims.

1.17 The term “**Court**” shall mean and refer to the 16th Judicial District Court in and for the Parish of St. Martin, State of Louisiana and the Honorable Anthony Thibodeaux, District Judge (Division A), or his successor.

1.18 The term “**Effective Date**” shall mean and refer to the day that the Final Order and Judgment as entered by the Court becomes Final, or such other date as may be agreed to in writing by Class Counsel and Louisiana Farm Bureau.

1.19 The term “**Exemplary Damage Claims**” shall mean and refer to all claims arising out of, related to, or connection with the Class Action and/or the Subject Matter of the Class Action for statutory penalties and/or punitive or exemplary damages or relief, including any multiplied damage award, attorneys' fee award, or non-compensatory exemplary remedy or penalty available or that was or could have been asserted pursuant to any federal and/or state statute, rule, regulation, judicial decision, and/or legal doctrine, including (without limitation and by way of example only) any such right, claim or remedy afforded or allowed for alleged insurer bad faith, applicable unfair practice or consumer protection law or regulation.

1.20 The term “**Final**” shall mean that no timely appeals, writs, petitions, lawsuits, or requests for judicial or other supervisory or appellate review, confirmation, or extraordinary relief have been taken from or with respect to a judgment, order, ruling, or decision and that if any such

appeal, writ, petition, lawsuit, or request for judicial or other supervisory or appellate review, confirmation, or extraordinary relief has been taken from or with respect to a judgment, order, ruling, or decision, the relevant judgment, order, ruling, or decision has been affirmed without revision and there is no further right to appeal, petition, bring a writ or lawsuit, or request judicial or other supervisory or appellate review, confirmation, or extraordinary relief from or with respect to such judgment, order, ruling, or decision, unless otherwise agreed to in writing by Class Counsel and Louisiana Farm Bureau.

1.21 The term “**Final Order and Judgment**” shall mean and refer to the order and judgment to be entered by the Court pursuant to Section 6.2 below.

1.22 The terms “**Mitchell Total Loss Vehicle Valuation System and/or Mitchell WorkCenter Total Loss**” shall mean and refer to the systems, methodologies, workflows, software, information networks, data repositories, analytical models, computational tools, algorithms, applications, databases, programs, equipment, data, protocols, processes, and/or other resources, tools, services, providers, or resources encompassed by or in the total loss vehicle valuation products, services, programs, and/or methodologies marketed, offered, and/or provided by or through Mitchell International, Inc. and/or any affiliated entities, including in particular but without limitation “Mitchell WorkCenter Total Loss” and/or the “Mitchell Total Loss Vehicle Valuation System.”

1.23 The term “**Notice Plan**” shall mean and refer to the plan for disseminating the Class Settlement Notice, which is attached to this Settlement Agreement as Exhibit 3.

1.24 The term “**Order of Preliminary Approval**” shall mean and refer to the order to be entered by the Court pursuant to Section 5.1.

1.25 The term “**Pending Actions**” shall mean and refer to any civil lawsuit other than the Class Action related to the Subject Matter of the Class Action instituted by any Class Member against any one or more of the Released Parties.

1.26 Intentionally omitted

1.27 The terms “**Related Parties**” or “**Related Party**” shall mean and refer to, individually and collectively, any and all of the past, present, and future employees, officers, shareholders, owners, partners, members, joint venturers, assignees, assignors, subrogees, subrogors, directors, managers, representatives, adjusters, attorneys, agents, brokers, consultants, insurers, excess insurers, reinsurers, indemnitors, contractors, and employers of Louisiana Farm

Bureau, and any and all parent or subsidiary companies or corporations, affiliated persons (as defined in 15 U.S.C. § 80a-2(a)(3)), brother or sister corporations (that is, all such entities that share a common parent with Louisiana Farm Bureau), predecessors in interest, successors in interest, and all of *their* past, present, and future employees, officers, shareholders, owners, partners, members, joint venturers, assignees, assignors, subrogees, subrogors, directors, managers, representatives, adjusters, attorneys, agents, brokers, consultants, insurers, excess insurers, reinsurers, indemnitors, contractors, and employers, as well as any other person, firm, partnership, joint venture, corporation, limited liability company, or entity not heretofore named as a defendant or third party defendant in the Class Action.

1.29 The terms “**Released Claims**” or “**Released Claim**” shall mean and refer to any and all Compensatory Damage Claims and Exemplary Damage Claims and other claims, demands, and/or actions or causes of action of whatever type, kind, and nature asserted or that could have been asserted in the Class Action or that are otherwise in any way related to, or arise from, or are connected with the Subject Matter of the Class Action (including, without limitation, all judgments and/or liabilities of any nature arising therefrom) against any of the Released Parties that the Class and/or any member of the Class (and/or any person and/or entity entitled to assert any such claim on behalf of any of them or who derives or obtains any right or claim from or through any of them, as by way subrogation or assignment) has or may have, regardless of whether the claimed harm, loss, injury, remedy, and/or damage is not yet known or manifest and/or whether such claim, demand, action, or cause of action is known or unknown, filed or unfiled, and/or asserted or not asserted in the Class Action, and regardless of the legal theory involved, including (by way of example only and without any limitation) any and all claims:

(1) for injury, loss, harm, or damage of any type, kind, or nature that are in any way related to or in any way arose or might arise from or in connection with the Class Action and/or the Subject Matter of the Class Action, including without limitation claims for known and unknown present and future losses, harms, injuries, and/or damages;

(2) for damages, expenses, losses, actions, rights of action, causes of action, demands, rights, and/or interests in any way arising out of, related to, or connected with the Class Action and/or the Subject Matter of the Class Action;

(3) for reimbursement of any bill, charge, cost, disbursement, expense, fee, invoice, outlay, payment, or other expenditure or demand of whatsoever type, kind, or

nature in any way arising out of, related to, or connected with the Class Action and/or the Subject Matter of the Class Action;

(4) for any private cause of action that a Class Member has or may have a right to bring under any federal and/or state statute in any way arising out of, related to, or connected with the Class Action and/or the Subject Matter of the Class Action;

(5) for attorneys' fees, costs, or expenses incurred in connection with any action in any way arising out of, related to, or connected with the Class Action and/or the Subject Matter of the Class Action;

(6) for any type of punitive or exemplary damages, known or unknown, under any federal and/or state statute, rule, regulation, judicial decision or legal doctrine, previously existing, current or unknown, whether enumerated or not, related to or that in any way arose or might arise from or in connection with the Class Action and/or the Subject Matter of the Class Action;

(7) for any other remedy or relief under any body of law whatsoever, including, but not limited to, statutory or case law, whether federal, state, or local, that is in any way related to or that in any way arose or might arise from or in connection with the Class Action and/or the Subject Matter of the Class Action;

(8) for any claims arising out of or relating to any allegations of bad faith, statutory penalties, punitive or exemplary damages, attorneys' fees, interest, and/or other damage, loss, cost, injury, or expense under LSA-R.S. 22:1269, LSA R.S. 22:1973 (formally LSA-R.S. 22:1220), LSA-R.S. 22:1892 (formally LSA-R.S. 22:658), and/or any other Louisiana or other law (including common law), as well as any and all past, present, and/or future claims that otherwise is in any way related to any duty to indemnify or provide indemnity, any "duty to defend," and/or any claims handling, claims adjustment, policy-based breach of contract, breach of any fiduciary obligation or duty, negligent inspection, breach of warranty, breach of good faith or fair dealing, interference with contractual relationships, deceptive trade practices, unfair trade practices, unfair settlement practices, and/or conduct in violation of any insurance code or like legal or regulatory regime action in any way arising out of, related to, or connected with the Class Action and/or the Subject Matter of the Class Action;

(9) under any legal theory whatsoever, whether for negligence; special negligence; strict liability; absolute liability; liability for punitive/exemplary damages; liability for any wanton or reckless conduct; liability for intentional or deliberate acts; liability for any statutory or other legal penalty; liability for any fee, charge or expense of whatsoever type, kind, or nature; liability that is derivative or vicarious arising out of the conduct or fault of others for which any of the Released Parties may be legally responsible; liability for conspiracy; liability for abuse of right; or any liability legally asserted or that could or might be asserted under any other federal, state, or local statute, law, jurisprudence, authority, directive, rule, ordinance, or regulation related to or that in any way arose or might arise from or is or might otherwise be connected with the Class Action and/or the Subject Matter of the Class Action in any way or manner whatsoever;

(10) for any right legally assertable by any person and/or entity now or in the future, whether the claim is personal to such person and/or entity, derivative of the claim of any other person and/or entity, or as an assignee, successor, executor, survivor, beneficiary, heir, or representative of any person and/or entity to the extent related to or that in any way arose or might arise from or in connection with the Class Action and/or the Subject Matter of the Class Action;

(11) for any loss, harm, injury, prejudice, or damage, whether or not the loss, harm, injury, prejudice, or damage are past, present, or future, and whether known or unknown, foreseen or unforeseen, contingent, nascent, mature, or otherwise, and whether arising at law, in equity, or otherwise that relate to or might relate to or that in any way arose or might arise from or in connection with the Class Action and/or the Subject Matter of the Class Action;

(12) for conspiracy or concert of action related to in any way to or in connection with the Class Action and/or the Subject Matter of the Class Action;

(13) for statutory damages and/or other statutory remedies or penalties under or arising from or pursuant to or in connection with any federal, state, or local law, statute, regulation, rule, ordinance, code, or other provision in any way arising out of, related to, or connected with the Class Action and/or the Subject Matter of the Class Action;

(14) for injunctive and/or declaratory relief in any way arising out of, related to, or connected with the Class Action and/or the Subject Matter of the Class Action;

(15) for any other act or failure to act in violation of any law, statute, regulation, rule, or insurance code provision which are now pending or which could have been asserted by any plaintiff and/or putative Class Member against any natural or juridical person which could be liable to any plaintiff and/or putative Class Member for damages and/or injuries in any way related to or that in any way arose or might arise from or in connection with the Class Action and/or the Subject Matter of the Class Action;

(16) for liens, assigned claims, subrogation interests or claims, or encumbrances of any third parties in any way related to the Class Action and/or the Subject Matter of the Class Action, including, but not limited to, insurers, insurance carriers, employers, or attorneys or associated counsel, notwithstanding whether such claims have been timely and properly asserted and/or whether the parties have notice of said claims as of the Effective Date; and

(17) for any and all claims, demands, actions, rights of action, causes of action, interests, and/or rights, regardless of the underlying or predicate legal theory or the source or basis thereof, and regardless of the remedy or relief sought, and whether known or unknown, that were asserted, or could have been asserted, by the Class Members or any of them within the Class Action against any one or more of the Released Parties arising out of, related to, or connected in any way with the Class Action and/or the Subject Matter of the Class Action.

The contemplated release is intended to be as broad as the law will allow according to its terms, and should be so construed.

1.30 The terms “**Released Parties**” or “**Released Party**” shall mean and refer to Louisiana Farm Bureau Casualty Insurance Company, the Related Parties, and each, any, every, and all of them.

1.31 The term “**Settlement**” shall mean the settlement embodied in the Settlement Agreement and all judgments or orders of the Court approving or incorporating the Settlement Agreement.

1.32 The term “**Settlement Agreement**” shall mean and refer to the agreement contained herein executed by Class Counsel, individually and on behalf of the Class, and Louisiana Farm Bureau, all exhibits and attachments made part of such agreement, and any properly perfected amendments to such agreement.

1.33 The term “**Settlement Amount**” shall mean and refer to the sum of Seventeen Million Five Hundred Thousand and No/100 (\$17,500,000.00) Dollars.

1.34 The term “**Settlement Reserve**” shall mean and refer to the reserve that may be set aside within the Class Settlement Fund Account.

1.35 The term “**Stay Orders**” shall mean and refer to the orders to be entered pursuant to Section 3 below.

## **2. GENERAL PROVISIONS AND PURPOSES OF THE SETTLEMENT AGREEMENT**

2.1 Class Counsel, the Class, and Louisiana Farm Bureau have reached agreement on the terms of a settlement of the Class Action, the Subject Matter of the Class Action, and the Pending Actions (if any), which settlement is to be effected through appropriate class action proceedings that will result in the dismissal of the Class Action and the Pending Actions (if any) with prejudice and with each party to bear her/his/its own costs, attorneys’ fees, and litigations expenses, Louisiana Farm Bureau will pay all court costs paid through dismissal, except as otherwise provided in Section 8.4. The claims to be settled pursuant to this Settlement Agreement include any and all claims of the Class related to the Class Action and/or the Subject Matter of the Class Action. To effect such settlement, Class Counsel, the Class, and Louisiana Farm Bureau have agreed that for settlement purposes only, the class definition shall be the Class as Defined. Class Counsel, the Class, and Louisiana Farm Bureau agree that proceeding in this manner is in their best interests and shall contribute to judicial efficiency and an expedited resolution of all claims related to the Class Action and/or the Subject Matter of the Class Action.

2.2 The parties agree that this Settlement Agreement shall not have precedential effect with regard to appropriateness of class certification, the Class Definition for litigation purposes, or the appropriateness of any class certification order or judgment in the Class Action or Pending Actions (if any).

2.3 The Released Parties have each denied, and continue to deny, any liability, wrongdoing, culpability, or responsibility for or with respect the Subject Matter of the Class Action and/or the allegations and claims asserted by the Class Members in the Class Action and/or Pending Actions (if any), and believe that such claims are without merit and that such claims are barred in whole or in part.

2.4 Louisiana Farm Bureau, its insurers and excess insurers are willing to contribute to a settlement fund, provided the Released Parties will thereby be relieved and discharged from any

further liability for the Released Claims asserted against them, whether by or on behalf of the named plaintiffs in the Class Action or by or on behalf of persons or entities who are not named plaintiffs in the Class Action but who are similarly situated and encompassed the Class Definition.

2.5 Class Counsel is entering into this Settlement Agreement on behalf of the Class and each of the Class Members to terminate and settle all controversies and all claims of the Class and each of the Class Members related to the Class Action, the Pending Actions (if any), and/or the Subject Matter of the Class Action against the Released Parties.

2.6 Louisiana Farm Bureau enters into this Settlement Agreement to terminate the Class Action and the Pending Actions (if any), insofar as affecting claims by members of the Class against the Released Parties, to put to rest finally and forever all such claims related to the Class Action and the Subject Matter of the Class Action against the Released Parties, and to avoid further litigation, without any admission on the part of the Released Parties or any of them of any liability whatsoever for Compensatory Damage Claims, Exemplary Damage Claims, and/or any other right of recovery or remedy of whatsoever type, kind, or nature under Louisiana or any other law, for any alleged losses, harms, injuries, and/or damages, and does so without any admission on the part of the Released Parties with respect to the appropriateness of class certification or the Class Definition for litigation purposes.

2.7 As a condition of this Settlement Agreement, Class Counsel, the Class, and Louisiana Farm Bureau agree that, by the Effective Date, this Settlement Agreement and all judgments or orders of the Court approving or incorporating this Settlement Agreement shall fully, completely, finally, and conclusively settle, compromise, and release the Released Claims. Without limiting the foregoing, Class Counsel, the Class, and Louisiana Farm Bureau agree that it is also their intention, and a condition of this Settlement Agreement, that upon the Effective Date (a) the Released Parties shall be finally released from any and all Released Claims by, through, and on behalf of each Class Member; (b) the Class Action and the Pending Actions (if any), insofar as affecting claims by members of the Class against the Released Parties, and all of the Compensatory Damage Claims, the Exemplary Damage Claims, and other claims of whatever type, kind, or nature related to the Class Action and/or the Subject Matter of the Class Action that the Class Members asserted or could have asserted against the Released Parties shall be dismissed with prejudice and with each party to bear its own costs, except as otherwise provided in Section 8.4; (c) each and every Class Member (and all other persons and entities claiming by, through, or

on behalf of any Class Member) shall be forever barred and enjoined from instituting, maintaining, or prosecuting any action against the Released Parties with respect to the Released Claims; and (d) that as against the Released Parties, the exclusive remedy of all Class Members with respect to the Released Claims shall be claims against the Class Settlement Fund.

2.8 It is the intention of Class Counsel, the Class, and Louisiana Farm Bureau and a condition of this Settlement Agreement that the Final Order and Judgment be entered and become Final. Class Counsel, the Class, and Louisiana Farm Bureau agree to take all actions reasonably necessary and appropriate to fulfill and satisfy this intention and condition.

2.9 As a condition of this Settlement Agreement, Class Counsel, the Class, and Louisiana Farm Bureau agree that no Class Member shall recover, directly or indirectly, any sums for the Released Claims from or with respect to the Released Parties other than those received from the Class Settlement Fund Account (or a subaccount thereof) under the terms of this Settlement Agreement.

2.10 As a condition of this Settlement Agreement, Class Counsel, the Class, and Louisiana Farm Bureau agree that, except as expressly provided below, the commencement and prosecution of any and all claims of the Class as a whole and of the Class Members individually against the Released Parties (including, without limitation, subrogation claims derived from or through the Class or Class Members) related to the Class Action and/or the Subject Matter of the Class Action (including, without limitation, all of the claims of the Class set forth in the Class Action and the Pending Actions, if any) be immediately enjoined and stayed during the pendency of the settlement proceedings referred to herein and, insofar as affecting the Released Parties, that they be permanently barred and enjoined and dismissed with prejudice upon the entry of the Final Order and Judgment. The parties agree to use their best efforts to fulfill and satisfy this condition. However, nothing in this Settlement Agreement shall be construed to waive, release, or otherwise affect any claims or damages of Louisiana Farm Bureau against Mitchell International, Inc., and/or its successors, affiliates, officers, directors, employees, attorneys, and/or agents save as expressly provided for in connection with the assignment of any such claim to the extent provided for in this Settlement Agreement.

2.11 As a condition of this Settlement Agreement, Class Counsel, the Class, and Louisiana Farm Bureau agree that, except to the extent that legal rights are created by this Agreement, the provisions of the Settlement Agreement are not intended to, and shall not be

interpreted to bestow or create any rights or causes of action for the Class or Class Members that might not otherwise exist by application of Louisiana law.

### **3. STAY ORDERS**

3.1 In the Joint Motion for Preliminary Approval of Proposed Settlement to be submitted by the parties as provided for in Section 5.1, the Class and Louisiana Farm Bureau shall move the Court to enjoin and stay the commencement and/or prosecution of any and all actions and proceedings (including discovery) related in any way to the Class Action and/or the Subject Matter of the Class Action by, on behalf of, or through any Class Members against any of the Released Parties (excluding therefrom those proceedings within the Class Action necessary to obtain certification of the Class as Defined for settlement purposes only and final approval of the settlement embodied in this Settlement Agreement), such stay and injunction to prohibit any other action related to the Class Action and/or the Subject Matter of the Class Action, including without limitation the Pending Actions (if any), from being certified as a class action, and to remain effective during the pendency of the settlement proceedings contemplated by this Settlement Agreement unless modified by further order of the Court. To the extent permitted by law, the parties shall use their best efforts to obtain this Stay Order.

### **4. OPT-OUT PARTIES**

4.1 Within five (5) days after the expiration of the period for putative Class Members to opt out of the Class as Defined, Class Counsel and the Notice Administrator shall jointly prepare and provide to counsel for Louisiana Farm Bureau a list identifying all Opt-Out Parties, including any individuals who exercised the right to opt out after receiving the initial class notice, any actions in which such Opt-Out Parties have asserted claims Related to the Class Action and/or the Subject Matter of the Class Action against any of the Released Parties, and the types of claims asserted by such Opt-Out Parties (hereinafter, the "Opt-Out List"). This list shall be amended from time to time as further information becomes available to Class Counsel and counsel for Louisiana Farm Bureau. Within five (5) days of the receipt of the Opt-Out List by Louisiana Farm Bureau's counsel, Class Counsel and counsel for Louisiana Farm Bureau shall hold a conference to review the nature and status of all Opt-Out Parties. Class Counsel, the Class, and Louisiana Farm Bureau agree that in the event the number of Opt-Out Parties shall exceed the number specified in the confidential Opt-Out Letter Agreement agreed to and signed by Class Counsel and Louisiana Farm Bureau on January 6, 2025 and/or that the combined claims asserted by the Opt-Out Parties may

exceed the dollar amount specified in that same January 6, 2025 confidential Opt-Out Letter Agreement, then Louisiana Farm Bureau may, in the exercise of its sole and unqualified discretion, terminate this agreement in accordance with provision of Sections 9.1(a) and 9.2 of this Settlement Agreement.

## **5. PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT**

5.1 The parties shall submit the Settlement Agreement to the Court for preliminary approval for a hearing on or before January 15, 2025. This submission shall be made by means of a Joint Motion for Preliminary Approval of Proposed Settlement signed by or on behalf of the Class and Louisiana Farm Bureau with a proposed form Order of Preliminary Approval attached thereto, which Order of Preliminary Approval will include the Court's (a) preliminary approval of the Settlement Agreement and the settlement set forth therein as fair, reasonable, and adequate, and (b) certification of the Class as Defined for settlement purposes only. The Order of Preliminary Approval shall be substantially in the form attached hereto as Exhibit 5. The parties acknowledge and agree, and shall so stipulate to the Court, that (a) the Class as Defined is being certified for settlement purposes only pursuant to the Settlement Agreement, and (b) the Released Parties reserve the right to object *de novo* to any modification of the class definition provided in the Class Certification Judgment for litigation purposes in the event that the Settlement Agreement is terminated for any reason.

5.2 Except as otherwise provided herein or as may be required in connection with notice of the Settlement Agreement, after preliminary approval of the Settlement Agreement by the Court, Class Counsel will not distribute documents, including, but not limited to, draft pleadings and discovery materials, relating to the Released Claims for use by any person and/or entity who is not a Class Member or a defendant in the Class Action and/or the Pending Actions.

## **6. FINAL APPROVAL AND EFFECT OF THE AGREEMENT**

6.1 If the Court enters the Order of Preliminary Approval as described in Section 5, the parties shall proceed with due diligence to conduct the fairness hearing as ordered by the Court. At the fairness hearing, the Court shall, *inter alia*, (a) consider any properly filed objections to the proposed settlement, (b) determine whether the settlement set forth in the Settlement Agreement is fair, reasonable, and adequate and entered into in good faith and without collusion and should be finally approved, and (c) if the Court determines that the settlement set forth in the Settlement Agreement is fair, reasonable, and adequate and entered into in good faith and without collusion

and should be finally approved, dismiss plaintiffs' claims in the Class Action on the merits, with prejudice, and with each party to bear its own costs through dismissal, except as otherwise provided in Section 8.4.

6.2 The Settlement Agreement is subject to and conditioned upon (a) the issuance and subsequent entry by the Court, following the fairness hearing, of a Final Order and Judgment granting final approval of the Settlement Agreement in accordance with article 594 of the Louisiana Code of Civil Procedure, (b) the Final Order and Judgment becoming Final, and (c) compliance with Section 4. The Final Order and Judgment shall be substantially in the form attached hereto as Exhibit 6. Class Counsel, the Class, and Louisiana Farm Bureau shall take all reasonable and necessary actions to obtain the Final Order and Judgment and to have it made final as promptly as practicable.

6.3 Each Class Member shall defend, indemnify, and hold harmless the Released Parties from and against any and all past, present, or future claims, demands, suits, causes of action, rights of action, liabilities, liens, privileges, or judgments of any kind whatsoever regarding the Released Claims (including all expenses and costs related thereto, including reasonable attorneys' fees and costs incurred in the defense of the Released Parties), whether arising under tort, contract, or otherwise, by, on behalf of, through, or deriving solely from the claims of that member of the Class or by, on behalf of, through, or deriving from his, her, or its heirs, executors, representatives, relatives, custodians, attorneys or former attorneys, successors, employers, insurers, assignees, subrogees, predecessors in interest, successors in interest, beneficiaries or survivors, or any other person or entity asserting a right to sue any of the Released Parties by virtue of a personal or legal relationship with that Class Member, related to or connected in any way with the Released Claims of that Class Member. The defense, indemnity, and hold harmless obligations of this Section shall include any and all claims, demands, suits, causes of action, rights of action, liabilities, liens, privileges, or judgments of any kind whatsoever related, directly or indirectly, to the disbursement of or from, or the failure to make disbursement of or from, the Class Settlement Fund to that Class Member. To the extent that any other claims of any Class Member have not been released effectively, that Class Member binds himself or herself, and his or her succession or estate, executors, heirs, successors, beneficiaries, assignees, and subrogees, to defend, protect, indemnify, and hold harmless the Released Parties from and against any and all claims, demands, suits, liabilities, liens, privileges, judgments, rights of action, or causes of action of any kind whatsoever

regarding that Class Member's Released Claims, whether arising under tort, contract or otherwise, brought by any person, succession, or estate for any such other claims of that Class Member.

6.4 It is expressly understood and agreed that the defense, indemnity, and hold harmless obligations detailed herein shall exist regardless of the legal basis for the claim, demand, cause of action, right of action, suit, liability, lien, privilege, or judgment asserted by any person and/or entity to the extent involving Released Claims. In particular, the Class Members expressly bind themselves to the foregoing defense, indemnity, and hold harmless obligations regardless of whether the claim, demand, suit, liability, lien, privilege, judgment, cause of action, or right of action related to the Class Action and/or the Subject Matter of the Class Action is based on or related to: (a) the negligence of any of the Released Parties, sole or concurrent; or (b) the strict liability of any of the Released Parties under any theory whatsoever; or (c) the absolute liability of any of the Released Parties; or (d) the bad faith, wanton, reckless, or willful misconduct of any of the Released Parties; or (e) the liability of any of the Released Parties for Exemplary Damage Claims; or (f) the vicarious liability of any of the Released Parties for the conduct of others; or (g) a conspiracy or concerted action by any of the Released Parties with any other person and/or entity; or (h) any actual, alleged, or purported right, asserted by any Released Party or any Class Member under a policy of insurance issued to any Released Party or any Class Member; or (i) any other basis whatsoever, including by contract, quasi contract, in delict, in tort, by course of dealing, or by virtue of any act, omission, or occurrence, related to the Subject Matter of the Class Action, the Program, the Adjustment/Claim process, the Adjusted Claims, and/or any claim or right as to Compensatory Damage Claims and/or Exemplary Damage Claims. The defense, indemnity, and hold harmless obligations of each Class Member, as set forth herein, shall apply solely with respect to claims by, on behalf of, through, or deriving solely from the claims of that member of the Class, or by, on behalf of, through, or deriving from his, her, or its heirs, executors, representatives, relatives, custodians, attorneys or former attorneys, successors, employers, insurers, employers' insurers, , assignees, subrogees, predecessors in interest, successors in interest, beneficiaries or survivors, or any other person or entity asserting a right to sue any of the Released Parties by virtue of a personal or legal relationship with that Class Member.

6.5 The Settlement Agreement shall be the exclusive remedy for any and all Released Claims of Class Members and for any claims of Class Members against the Released Parties related to the Class Action and/or the Subject Matter of the Class Action. When the Final Order and

Judgment becomes final, each of the Class Members shall be barred from initiating, asserting, or prosecuting any Released Claims.

6.6 The parties agree that, to the best of their knowledge, information, and belief, this Settlement Agreement is made in good faith and in accordance with the laws of the United States, of the State of Louisiana, and of any other state or jurisdiction whose laws may or could be applicable or in which actions related to the Class Action and/or the Subject Matter of the Class Action may be or are pending or otherwise could be asserted.

6.7 The Court shall retain jurisdiction over the Class Action, the Settlement Agreement, the Final Order and Judgment, the Class Settlement Fund, the Class Settlement Fund Account, all ancillary settlement matters, Class Counsel, the Class Members, and Louisiana Farm Bureau solely for the purpose of administering, supervising, construing, and enforcing the Settlement Agreement and the Final Order and Judgment and supervising the management and disbursement of the funds in the Class Settlement Fund Account. Any dispute that arises under this Settlement Agreement shall be submitted to the Court. If any dispute is so submitted, each party concerned shall be entitled to fifteen (15) days' written notice (or otherwise as the Court may for good cause direct) and the opportunity to submit evidence and to be heard on oral argument as the Court may direct.

## **7. RELEASES**

7.1 Each member of the Class that receives any money from the Class Settlement Fund shall be paid solely by check and that check shall include the receipt and release endorsement language set forth in Section 7.2, so that the endorsement and/or deposit of such check by or on behalf of the Class Member shall serve as that Class Member's acknowledgment of, and agreement to, the terms and conditions set forth in this Settlement Agreement. Within thirty (30) days after the distribution of allocation checks to Class Members, Class Counsel shall provide to Louisiana Farm Bureau a spreadsheet that sets forth the following information for each member of the Class that receives any money from the Class Settlement Fund Account: (a) name; (b) address; (c) social security number or taxpayer identification number, as applicable; (d) date of birth, if applicable; and (e) amount paid.

7.2 The receipt and release endorsement language to be included on the allocation checks shall be substantially in the following form:

7.2.1 The front of each allocation check shall bear the following inscription:

**"Full Settlement."**

7.2.2 Included with each allocation check shall be the following language:

**“By depositing or endorsing this check, I acknowledge and agree to: (a) the terms and conditions of the court approved class action settlement agreement in that certain matter entitled *"Joseph Harvey Gautreaux, Individually and on behalf of others similarly situated vs. Louisiana Farm Bureau Casualty Insurance Company,"* and pending as Docket No. 081835 before Division "A" of the 16th Judicial District Court for the Parish of St. Martin, State of Louisiana, as well as any related judgments/orders issued by the court; and (b) the releases provided therein.”**

7.3 Except to the extent otherwise expressly provided herein, nothing in this Settlement Agreement shall affect or release rights, remedies, claims, or interests available to the Released Parties.

**8. CONTRIBUTIONS TO AND DISBURSEMENTS FROM THE CLASS SETTLEMENT FUND; APPOINTMENT OF SPECIAL MASTER AND CLAIMS ADMINISTRATOR**

8.1 Louisiana Farm Bureau’s obligation to contribute to the Settlement Amount shall be as follows:

(a) Louisiana Farm Bureau shall endeavor to deposit the sum of of Seventeen Million Five Hundred Thousand and No/100 (\$17,500,000.00) Dollars into the Class Settlement Fund Account on or before January 27, 2025, but in no event later than February 5, 2025.

(b) All funds held by the Class Settlement Account Fund Agent shall be deemed to be in the custody of the Court until such time as funds shall be distributed to Class Members or otherwise disbursed pursuant to this Settlement Agreement and/or further order of the Court.

8.2 None of the Released Parties shall ever be called upon to pay any sums in addition to the amounts required under Section 8.1 to or on behalf of the Class Members or their counsel for the Released Claims.

8.3 All contributions into the Class Settlement Fund Account shall be held in an interest bearing trust account and, as applicable, in separate sub-accounts within the Class Settlement Fund Account.

8.4 The Settlement Amount shall be used to pay the actual costs and expenses related to the settlement of the Class Action and the Pending Actions (if any), including but not limited to costs and expenses incurred for settlement administration. Louisiana Farm Bureau shall not be responsible for any additional administrative costs, settlement costs, expenses, or other costs,

except to the extent Louisiana Farm Bureau is responsible for all court costs incurred by the parties.

8.5 All of the costs, fees, and expenses for plaintiffs' counsel and class representative incentive awards shall come from the contributions made by Louisiana Farm Bureau to the Class Settlement Fund Account pursuant to Section 8.1; provided, however, that except as otherwise provided in Sections 8.4 or 8.7, no sums shall be paid for the costs, fees, or expenses of Class Counsel or class representative incentive awards until after the Effective Date. Class Counsel shall file a Motion for Attorneys' Fees and Cost Reimbursement and for Class Representative Incentive Awards not less than ten (10) days prior to the fairness hearing. The motion shall be heard immediately after the fairness hearing. All of the attorneys' fees and costs reimbursements approved by the Court shall be paid from the Class Settlement Fund Account only after the Effective Date pursuant to the terms of this Settlement Agreement. Class Counsel intends to request that the court award each class representative an incentive award of \$25,000.00 (Twenty-five thousand dollars and no/100) Louisiana Farm Bureau agrees to not oppose that request. The incentive award approved by the Court shall be paid from the Class Settlement Fund Account within ten (10) days after the Effective Date. Except as otherwise expressly provided herein, plaintiffs' counsel shall not be entitled to receive reimbursement from any source for any costs or fees related to the litigation or settlement of the claims of the Class in the Class Action and/or the Pending Actions (if any) beyond the total amount specified in this Section.

8.6 Except as otherwise specifically provided herein, after the Effective Date, all costs or expenses in connection with or incidental to this settlement shall, to the extent approved by the Court, be paid exclusively from the funds in the Class Settlement Fund Account. The Released Parties shall not be liable for any such costs or expenses, except that Louisiana Farm Bureau shall pay its own court costs, the cost of its own attorneys, expert witnesses, consultants, and employees.

8.7 Until the Effective Date, except as otherwise specifically provided herein, no monies in the Class Settlement Fund Account shall be used or disbursed, unless otherwise agreed to in advance by Class Counsel and Louisiana Farm Bureau in writing, except for cost of administration of the settlement as contemplated by Section 8.4.

8.8 Upon the Effective Date: (a) except as otherwise specifically provided for herein, Louisiana Farm Bureau shall no longer have any responsibilities or obligations with respect to the Class Settlement Fund or the administration thereof; and (b) the Released Parties shall have no further obligations to the Class or the Class Members. Immediately after all amounts due under

this Settlement Agreement have been paid by Louisiana Farm Bureau, Class Counsel shall execute and issue a satisfaction of judgment to the clerk of court in such form and with such content as is satisfactory to Louisiana Farm Bureau; Class Counsel shall file the satisfaction of judgment in the record of the Class Action; a certified copy of the filed satisfaction of judgment shall be provided to counsel for Louisiana Farm Bureau; and Class Counsel shall file a Consent Motion for Dismissal of the Action with Prejudice on behalf of the Class.

8.9 Class Counsel, the Class, and Louisiana Farm Bureau agree that, at such time as the Effective Date has occurred, the allocation and distribution of the Class Settlement Fund may proceed according to the terms of this Settlement Agreement.

8.10 Upon the filing of the Motion for Preliminary Approval, the Parties will simultaneously file a Motion to Appoint Special Master and Motion to Appoint Claims Administrator. The settlement funds deposited into the Class Settlement Fund Account and which are designated for distribution to individual Class Members will be distributed based on the plan suggested by the Special Master and approval by the Court to all participating class members after deduction of attorneys' fees, class incentive awards, and costs awarded by the court. As of the date of execution of this Settlement Agreement, 13,975 claims have been identified.

## **9. TERMINATION**

9.1 This Settlement Agreement may be terminated by Louisiana Farm Bureau or Class Counsel upon written notice if any one or more of the following events occur (provided, however, that a party whose willful conduct causes the event giving rise to the right to terminate shall not have a right to terminate this Settlement Agreement by reason of such event, and further provided that copies of any written notice of termination shall be provided to the Court and filed in the record of the Class Action):

(a) any of the conditions or terms of this Settlement Agreement set forth in Sections 2.7 through 2.12, inclusive; 3.1; 4.1; 6.2; and/or 6.3 are not fulfilled, and Louisiana Farm Bureau gives Class Counsel written notice of termination of this Settlement Agreement for such reason;

(b) this Settlement Agreement is not signed by all of the respective parties thereto on or before January 6, 2024, and Louisiana Farm Bureau gives Class Counsel written notice of termination of this Settlement Agreement for such reason or Class Counsel gives

Louisiana Farm Bureau written notice of termination of this Settlement Agreement for such reason;

(c) the Joint Motion for Preliminary Approval of Proposed Settlement described in Section 5.1 is not submitted to the Court within a reasonable period of time so that a hearing can be had on January 15, 2025, and Louisiana Farm Bureau gives Class Counsel written notice of termination of this Settlement Agreement for such reason or Class Counsel gives Louisiana Farm Bureau written notice of termination of this Settlement Agreement for such reason;

(d) the Stay Orders are not issued within twenty-one (21) days following the Court's entry of the Order of Preliminary Approval, and Louisiana Farm Bureau gives Class Counsel written notice of termination of this Settlement Agreement for such reason or Class Counsel gives Louisiana Farm Bureau written notice of termination of this Settlement Agreement for such reason;

(e) the Court does not issue the Order of Preliminary Approval substantially in the form attached hereto as Exhibit 5 or in a form mutually acceptable to Class Counsel and Louisiana Farm Bureau, and Louisiana Farm Bureau gives Class Counsel written notice of termination of this Settlement Agreement for such reason or Class Counsel gives Louisiana Farm Bureau written notice of termination of this Settlement Agreement for such reason;

(f) the Court does not enter the Final Order and Judgment substantially in the form attached hereto as Exhibit 6 or in a form mutually acceptable to Class Counsel and Louisiana Farm Bureau, and Louisiana Farm Bureau gives Class Counsel written notice of termination of this Settlement Agreement for such reason or Class Counsel gives Louisiana Farm Bureau written notice of termination of this Settlement Agreement for such reason;

(g) contributions to the Class Settlement Fund Account are not made timely in accordance with the provisions of this Settlement Agreement, and Class Counsel gives Louisiana Farm Bureau written notice of termination of this Settlement Agreement for such reason and an opportunity to cure;

(h) the Final Order and Judgment is substantively modified or reversed on appeal, and Louisiana Farm Bureau gives Class Counsel written notice of termination of this Settlement Agreement for such reason or Class Counsel gives Louisiana Farm Bureau written notice of termination of this Settlement Agreement for such reason;

(i) the Released Parties are ordered or required to pay any amount over the amounts set forth in Section 8.1, whether in settlement, administration fees, costs, attorneys' fees, or any other award, fee, or cost of any nature whatsoever, and Louisiana Farm Bureau gives Class Counsel written notice of termination of this Settlement Agreement for such reason; or

(j) Unless agreed to by Class Counsel, the Class, and Louisiana Farm Bureau, there are any material alterations to the terms and conditions of this Settlement Agreement, including but not limited to any material changes to the Class Settlement Notice or the Notice Plan (attached hereto as Exhibit 3), and Louisiana Farm Bureau gives Class Counsel written notice of termination of this Settlement Agreement for such reason or Class Counsel gives Louisiana Farm Bureau written notice of termination of this Settlement Agreement for such reason.

9.2 In the event of termination of this Settlement Agreement: (a) this Settlement Agreement shall be null and void and have no force and effect and, except as otherwise provided in the Settlement Agreement, no party to this Settlement Agreement shall be bound by its terms; (b) all parties to this Settlement Agreement shall be restored to their respective positions immediately before execution of the Settlement Agreement; (c) any and all monies or other contributions paid into the Class Settlement Fund Account, plus all earnings (actual and accrued) thereon, less taxes, costs, and other expenses, shall be returned to Louisiana Farm Bureau; and (d) insofar as affecting the parties to the Settlement Agreement, the Class Action and the Pending Actions (if any) shall revert to their status before the execution of the Settlement Agreement as if related orders and papers and the efforts leading to the Settlement Agreement had not been entered, prepared, or taken. Further, in the event of such termination, Louisiana Farm Bureau shall have full authority unilaterally to direct the immediately withdraw from the Class Settlement Fund Account Louisiana Farm Bureau's contributions and payments, and the earnings (actual and accrued) thereon, without further proceedings or approval of any court.

**10. ADDITIONAL OBLIGATIONS OF CLASS COUNSEL AND LOUISIANA FARM BUREAU**

10.1 Class Counsel covenants, represents, and warrants to Louisiana Farm Bureau, and Louisiana Farm Bureau covenants, represents, and warrants to Class Counsel, that, as applicable:

10.1.1 Class Counsel and Louisiana Farm Bureau are unaware of and have not been notified of any currently pending lawsuit, claim, or legal action related to the Class Action

and/or Subject Matter of the Class Action brought or made by or on behalf of any putative Class Member other than the Class Action that has not been disclosed in writing to all Parties at or prior to the execution of the Settlement Agreement;

10.1.2 All liens and other encumbrances attaching to the proceeds of this settlement, or the interest of any individual Class Member therein, of which Class Counsel or Louisiana Farm Bureau have been placed on notice, are set forth in Exhibit 4 hereto; and

10.1.3 Class Counsel and Louisiana Farm Bureau have exercised due diligence in ascertaining that the representations contained in this Settlement Agreement on the part of Class Counsel and Louisiana Farm Bureau, respectively, are true and accurate, and that Class Counsel and Louisiana Farm Bureau shall have until the Effective Date a continuing obligation to ensure that these representations are accurate, and Class Counsel and Louisiana Farm Bureau shall notify each other within a reasonable time after learning that any of the representations are or become inaccurate.

10.2 Class Counsel further covenants, represents, and warrants to Louisiana Farm Bureau that:

10.2.1 Prior to the fairness hearing, Class Counsel shall have explained the terms and effect of this Settlement Agreement to the Class Representative and shall have obtained her signature in support of this Settlement Agreement, which shall be filed into the record of the Class Action at the fairness hearing to be held on the settlement;

10.2.2 Class Counsel have not and will not make any undisclosed payment or promise to the Class Representative for the direct or indirect purpose of obtaining the Class Representative's consent to the Agreement; and

10.2.3 Class Counsel: (a) have read and reviewed the Settlement Agreement and believe that the settlement embodied therein is in the best interests of the Class as Defined; (b) will strongly recommend to the Class Members that they settle their claims under the terms of the Settlement Agreement; and (c) have no present intent to pursue individual litigation on behalf of any client who, notwithstanding the attorney's recommendation, may choose to opt-out of the Class as Defined.

10.3 Class Counsel, the Class, and Louisiana Farm Bureau shall use their best efforts to conclude the settlement embodied in this Settlement Agreement and obtain the Final Order and Judgment. Class Counsel, the Class, and Louisiana Farm Bureau agree that it is essential that this

proposed settlement be prosecuted to a successful conclusion in accordance with all applicable provisions of law and in the exercise of good faith on the part of Class Counsel, the Class, and Louisiana Farm Bureau. Inherent in the accomplishment of this mutual goal is the understanding among the parties that Class Counsel, the Class, and Louisiana Farm Bureau assume the mutual obligation to each other to assist and cooperate in the effectuation of this Settlement Agreement in accordance with all applicable legal requirements. To that end, Class Counsel, the Class, and Louisiana Farm Bureau are obligated affirmatively to support this Settlement Agreement in the event of appeal, to maintain the integrity and goals of this Settlement Agreement in all further proceedings in the Class Action, and to take such actions as may be legally proper to assure the jurisdiction of the Court in this and all subsequent related proceedings. This Settlement Agreement is intended to be a final and binding resolution of the Released Parties' liability to all claimants and potential claimants in connection with any and all claims related to the Class Action and/or the Subject Matter of the Class Action to be settled and released hereby.

10.4 With respect to any information that Louisiana Farm Bureau has or may provide in connection with this settlement and/or the claims process, Louisiana Farm Bureau shall not be liable for any errors or omissions, and makes no representations or warranties regarding such information, including, but not limited to, regarding the accuracy or completeness of such information.

## **11. MISCELLANEOUS PROVISIONS**

11.1 No Released Party guarantees or makes any representation that the Class Settlement Fund will be sufficient to satisfy the claims of the Class Members or the claims of any other person and/or entity related to the Class Action and/or Subject Matter of the Class Action, including (by way of example only and without limitation) with respect to the Program, the Adjustment/Claim Process, and/or the Adjusted Claims.

11.2 Class Counsel, the Class, and Louisiana Farm Bureau acknowledge that this Settlement Agreement represents a compromise of disputed claims and allegations. Neither this Settlement Agreement, nor the Agreement, nor the Settlement and the dismissals and releases contemplated thereby, nor any proceeding taken hereunder, shall be construed as or deemed to be evidence of any fact or an admission or concession by the Released Parties of any liability or wrongdoing whatsoever, which is expressly denied by the Released Parties, or, on the part of the Class Members, of any lack of merit in their claims. None of the provisions of this Settlement

Agreement, the Settlement, or the Agreement, nor evidence of any negotiations or proceedings in pursuance of the compromise, settlement, and/or dismissal to be effectuated hereby as provided herein, shall be offered or received in evidence in the Class Action, the Pending Actions (if any), or any other action or proceeding as an admission or concession of liability or wrongdoing of any nature on the part of the Released Parties, or as an admission of any fact or presumption on the part of the Class, or to establish jurisdiction or venue or to create a waiver of any affirmative defense, save and unless and solely to the extent otherwise provided herein. The terms, conditions, and provisions of the Settlement Agreement, the Settlement, and/or the Agreement may be offered or received in evidence solely to enforce the terms and provisions thereof and shall not be offered in evidence or used in the Class Action or any other action or proceeding for any other purpose, including in support of the existence, certification, or maintenance of any purported class. Class Counsel, the Class, and Louisiana Farm Bureau specifically acknowledge, agree, and admit that this Settlement Agreement, the Settlement, and the Agreement, along with all related motions and pleadings, shall be considered an offer to compromise and a compromise within the meaning of Rule 408 of the Federal Rules of Evidence, Article 408 of the Louisiana Code of Evidence, and any equivalent rule of evidence of any state or federal court, and shall not be offered or received into evidence as an admission or concession of liability or wrongdoing on the part of the Released Parties. This Section 12.2 shall survive termination of the Agreement.

11.3 This Settlement Agreement, including the exhibits attached hereto, constitutes the entire agreement among the parties and may not be modified, amended, or waived except by a written instrument duly executed by all the parties or their authorized representatives, save as may otherwise be expressly provided for herein above. This clause may not be altered or amended orally.

11.4 This Settlement Agreement supersedes any previous agreements or understandings between the parties, or any of them, on the subject matter of this Settlement Agreement.

11.5 This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

11.6 The terms and conditions of this Settlement Agreement shall bind and inure to the benefit of the heirs, executors, administrators, predecessors in interest, successors in interest, legal representatives, and assigns of all parties hereto.

11.7 Except with respect to any waiver accomplished as provided for in Section 12.3, the waiver by a party of any term, condition, covenant, or breach of the Agreement shall not be deemed to be a continuing waiver of same.

11.8 The parties agree that the terms and conditions of this Settlement Agreement are the result of arm's length negotiations between the parties and/or their counsel. None of the parties hereto shall be considered to be the drafter of the Settlement Agreement or any provision hereof for the purpose of any statute, jurisprudential rule, or rule of contractual interpretation or construction that might cause any provision to be construed against the drafter.

11.9 For purposes of this Settlement Agreement, the use of the singular form of any word includes the plural and vice versa.

11.10 The table of contents and the headings of each section in this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its interpretation, application, or enforcement.

11.11 The parties to this Settlement Agreement have agreed that the validity and interpretation of this Settlement Agreement and any of the terms or provisions hereof, as well as the rights and duties of the parties hereunder, shall be governed solely by the laws of the State of Louisiana without giving effect to any conflict of laws principles, and that the exclusive forum for any claim related to the interpretation or enforcement of the Agreement shall be the 16th Judicial District Court in and for the Parish of St. Martin, Louisiana.

11.12 Any notice, request, instruction, or other document to be given by any party to this Settlement Agreement to any other party to this Settlement Agreement (other than class notification) shall be in writing and delivered personally or by overnight delivery service or sent by registered or certified mail, postage prepaid, as well as via email, as follows:

(a) If to Louisiana Farm Bureau, to:

James K. Ordeneaux  
Plauche', Maselli, Parkerson, LLP  
701 Poydras Street, Suite 3800  
New Orleans, LA 70139

jordeneaux@pmp LLP.com

(b) If to Class Counsel, to:

J.R. Whaley  
Whaley Law Firm  
6700 Jefferson Highway  
Building 12, Suite A

Baton Rouge, LA 70806  
jrwhaley@whaleylaw.com

The parties may change their respective recipients and addresses for notice by giving notice of such change to the other parties pursuant to this Section.

11.13 At the same time the parties request the Court's entry of the Order of Preliminary Approval, Class Counsel shall seek an order from the Court stating that any contingency fee contracts dated after the date of the Court's Order of Preliminary Approval shall not be enforceable as to any Class Member.

11.14 In the event that one or more of the provisions of this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision.

11.15 In entering into this Settlement Agreement, each party represents and warrants that it has relied upon its own knowledge and judgment and the advice of counsel. It is expressly understood, agreed, and warranted that, in entering into this Settlement Agreement, no party hereto has acted in reliance upon any representation, warranty, advice, or action by any other party hereto except as specifically set forth herein.

11.16 Except as otherwise provided herein or as may be required in connection with notice of this Settlement Agreement, or as may be required by law or for purposes of accounting or auditing obligations, corporate or regulatory disclosures, or the like, or as otherwise agreed in writing by the parties, the parties shall keep the existence of the Settlement and this Settlement Agreement in confidence until all settlement papers have been completed and executed. Except as otherwise may be required by law, or in accordance with applicable securities regulations, or as otherwise agreed in writing by the parties, no public statements regarding the proposed settlement shall be made except through the formal, court approved notice process.

11.17 All valid liens, assigned claims, interventions, subrogation interests and/or claims, and encumbrances of any third parties related to the Class Action and/or the Subject Matter of the Class Action and/or otherwise attaching to the proceeds of this settlement or the interest of any individual Class Member therein shall be satisfied solely from the available funds in the Class Settlement Fund Account held or allocable to the affected Class Member or Class Members. The Released Parties shall not be subject to any liability or expense of any kind to any person and/or entity with regard to such liens, assigned claims, interventions, subrogation interests and/or claims or encumbrances. Class Counsel and the Class and each affected Class Member reserves the right

to contest the validity and/or amount of any such lien, assigned claim, intervention, subrogation interest, and/or claim or encumbrance.

11.18 Class Counsel, the Class, and Louisiana Farm Bureau agree that all discovery, motions, depositions, and other activities in the Class Action and the Pending Actions (if any) shall cease pending the completion of the proposed settlement contemplated by this Settlement Agreement, and further agree that all existing deadlines and hearing dates in the Class Action and the Pending Actions (if any) shall be continued without date.

11.19 The Class Settlement Notice is designed to: (a) provide proper notice to the Class Members; (b) effectively reach the Class Members; and (c) satisfy due process as required by law and other relevant and applicable state standards.

11.20 The Notice Plan, as approved by the Court, shall provide for dissemination of the Class Settlement Notice by a Notice Administrator (which Plaintiffs will propose and which the Court must approve in a form substantially similar to to the sample attached hereto as Exhibit \_\_. The creation and maintenance of the neutral website shall be the responsibility of the Notice Administrator, with input and participation of Class Counsel and Louisiana Farm Bureau. To help implement the Notice Plan, Louisiana Farm Bureau has provided Class Counsel with available identifying information.

11.21 Anything contained herein to the contrary notwithstanding, nothing contained in this Settlement Agreement shall afford Class Members any right to reserve rights against any of the Released Parties, including the insurers, reinsurers, excess insurers, indemnitors, or attorneys thereof.

11.22 The Released Claims of the Class as against each of the Released Parties shall be and are hereby assigned to that Released Party for the purpose of legally extinguishing any further liability of the Released Parties for Released Claims.

11.23 The Class and Class Counsel agree that it is their responsibility, not the responsibility of the Released Parties, their attorneys, or their insurer(s), to resolve and cause to be paid from the claimant's share of settlement proceeds out of the Class Settlement Fund Account all liens or subrogation claims and/or rights or interests of any such subrogee.

11.24 If, for any reason, James Ordeneaux or J.R. Whaley becomes unable to fulfill his or her role under the Settlement Agreement, he or she may be replaced by the party and/or parties he represents via written notice provided to the other parties pursuant to Section 11.12.

(Signature page follows)

**WITNESSES:**

[Signature]  
Print Name: John Randall Whaley

[Signature]  
Print Name: Christa M. Simpson

[Signature]  
**JOSEPH HARVEY GAUTREAUX**

Address: 1522 N. Portage Hwy.  
Arnaudville, LA 70512

STATE OF Louisiana  
PARISH/COUNTY OF Lafayette

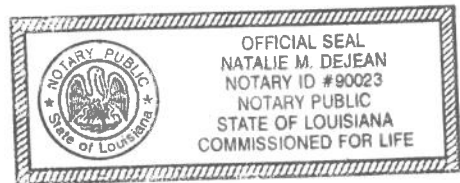
I, Natalie Dejean, a Notary Public in and for said Parish in said State, hereby certify that Joseph Harvey Gautreaux, personally known to me to be the person described in the foregoing instrument, did sign the foregoing instrument before me and the two witnesses named above, and did further acknowledged and attest before me on this day that, being informed of the contents of such instrument, she executed the same voluntarily as her free act and deed.

Sworn to and Subscribed before me, Notary, on this the 6<sup>th</sup> day of January, 2025.

[Signature]  
Notary Public

Notary Identification/Bar No.: 32423

My Commission Expires: at death



**WITNESSES:**

[Signature]  
Print Name: Christa M. Simpson

[Signature]  
**Wilfred Meaux**

Address: 304 BARNIA Blvd  
Cameron, LA 70631

[Signature]  
Print Name: John Randall Whaley

STATE OF Louisiana  
PARISH/COUNTY OF Lafayette

I, Natalie DeJean, a Notary Public in and for said Parish in said State, hereby certify that Wilfred Meaux, personally known to me to be the person described in the foregoing instrument, did sign the foregoing instrument before me and the two witnesses named above, and did further acknowledged and attest before me on this day that, being informed of the contents of such instrument, she executed the same voluntarily as her free act and deed.

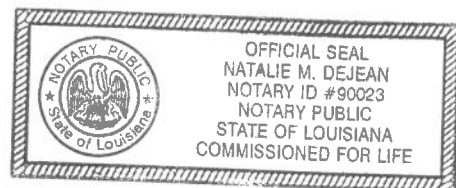
Sworn to and Subscribed before me, Notary, on this the 10<sup>th</sup> day of January, 2025.



Notary Public

Notary Identification/Bar No.: 32423

My Commission Expires: at death



**WITNESSES:**

Carolyn Susie Lagneaux

Address: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_  
PARISH/COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said Parish in said State, hereby certify that Carolyn Susie Lagneaux, personally known to me to be the person described in the foregoing instrument, did sign the foregoing instrument before me and the two witnesses named above, and did further acknowledged and attest before me on this day that, being informed of the contents of such instrument, she executed the same voluntarily as her free act and deed.

Sworn to and Subscribed before me, Notary, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

Notary Identification/Bar No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
**Yvette Beauchamp**

Address: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_  
PARISH/COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said Parish in said State, hereby certify that Yvette Beauchamp, personally known to me to be the person described in the foregoing instrument, did sign the foregoing instrument before me and the two witnesses named above, and did further acknowledged and attest before me on this day that, being informed of the contents of such instrument, she executed the same voluntarily as her free act and deed.

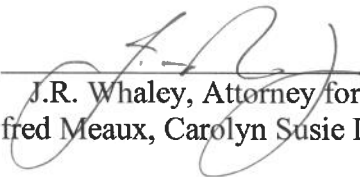
Sworn to and Subscribed before me, Notary, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

Notary Identification/Bar No.: \_\_\_\_\_

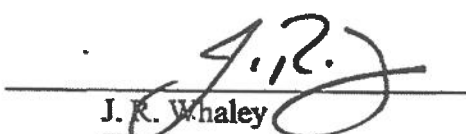
My Commission Expires: \_\_\_\_\_

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
J.R. Whaley, Attorney for Joseph Harvey Gautreaux,  
Wilfred Meaux, Carolyn Susie Lagneaux and Yvette Beauchamp

On this 6<sup>th</sup> day of May, 2025.

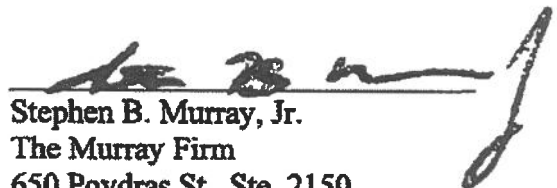
Date: 1/6/2025

  
J. R. Whaley  
Whaley Law Firm  
6700 Jefferson Highway  
Building 12, Suite A  
Baton Rouge, LA 70806

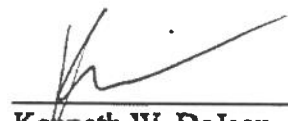
Date: 1/6/2025

  
Kenneth St. Pe w/permission by  
Kenneth D. St. Pe'  
Kenneth D. St. Pe' APLC  
700 St. John Street, Suite 401  
Lafayette, LA 70501

Date: 1/6/25

  
Stephen B. Murray, Jr.  
The Murray Firm  
650 Poydras St., Ste. 2150  
New Orleans, LA 70130

Date: 1/6/25

  
Kenneth W. DeJean  
Law Offices of Kenneth W. DeJean  
P.O. Box 4325  
Lafayette, LA 70502-4325

**REPRESENTING AND ON  
BEHALF OF THE CLASS**

Louisiana Farm Bureau Casualty Insurance  
Company

By: 

Printed Name: James K Orbeveaux

Title: Partner

STATE OF \_\_\_\_\_  
PARISH/COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said Parish in said State, hereby certify that \_\_\_\_\_, of Louisiana Farm Bureau Casualty Insurance Company, who is known to me, signed the foregoing Agreement, and acknowledged before me on this day that, being informed of the contents of such instrument, they executed the same voluntarily.

Given under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

Notary Identification/Bar No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## **List of Exhibits**

Exhibit 1 – Joint Motion for Preliminary Approval of Proposed Settlement

Exhibit 2 – Notice Plan

Exhibit 3 – Pending Actions

Exhibit 4 – Order of Preliminary Approval

Exhibit 5 – Final Order and Judgment

**16<sup>TH</sup> JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. MARTIN**

**STATE OF LOUISIANA**

**NO. 081835**

**DIVISION “A”**

**JOSEPH HARVEY GAUTREAUX, INDIVIDUALLY  
AND ON BEHALF OF OTHERS SIMILARLY SITUATED**

**VERSUS**

**LOUISIANA FARM BUREAU CASUALTY INSURANCE COMPANY**

**DECLARATION OF STEVEN WEISBROT RE: PROPOSED NOTICE PLAN**

I, Steven Weisbrot, declare and state as follows:

1. I am the President and Chief Executive Officer at the class action notice and claims administration firm Angeion Group, LLC (“Angeion”). Angeion specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans.

2. I have personal knowledge of the matters stated herein. In forming my opinions regarding notice in this action, I have drawn from my extensive class action experience, as described below.

3. I have been responsible in whole or in part for the design and implementation of hundreds of court-approved notice and administration programs, including some of the largest and most complex notice plans in recent history. I have taught numerous accredited Continuing Legal Education courses on the Ethics of Legal Notification in Class Action Settlements, using Digital Media in Due Process Notice Programs, as well as Claims Administration, generally. I am the author of multiple articles on Class Action Notice, Claims Administration, and Notice Design in publications such as Bloomberg, BNA Class Action Litigation Report, Law360, the ABA Class Action and Derivative Section Newsletter, and I am a frequent speaker on notice issues at conferences throughout the United States and internationally.

4. I was certified as a professional in digital media sales by the Interactive Advertising Bureau (“IAB”) and I am co-author of the Digital Media section of Duke Law’s *Guidelines and Best Practices—Implementing 2018 Amendments to Rule 23* and the soon to be published George Washington Law School *Best Practices Guide to Class Action Litigation*.

**EXHIBIT  
2**

5. I have given public comment and written guidance to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, broadcast media, digital media, and print publication, in effecting Due Process notice, and I have met with representatives of the Federal Judicial Center to discuss the 2018 amendments to Rule 23 and offered an educational curriculum for the judiciary concerning notice procedures.

6. Prior to joining Angeion's executive team, I was employed as Director of Class Action Services at Kurtzman Carson Consultants, an experienced notice and settlement administrator. Prior to my notice and claims administration experience, I was employed in private law practice.

7. My notice work comprises a wide range of class actions that include data breach and privacy matters, product defects, false advertising, mass disasters, employment discrimination, antitrust, tobacco, banking, firearm, insurance, and bankruptcy cases.

8. I have been at the forefront of infusing digital media, as well as big data and advanced targeting, into class action notice programs. Courts have repeatedly recognized my work in the design of class action notice programs. A comprehensive summary of judicial recognition Angeion has received is attached hereto as **Exhibit A**.

9. By way of background, Angeion is an experienced class action notice and claims administration company formed by a team of executives that have had extensive tenures at five other nationally recognized claims administration companies. Collectively, the management team at Angeion has overseen more than 2,000 class action settlements and distributed over \$15 billion to class members. The executive profiles as well as the company overview are available at [www.angeiongroup.com](http://www.angeiongroup.com).

10. As a class action administrator, Angeion has regularly been approved by both federal and state courts throughout the United States and abroad to provide notice of class actions and claims processing services.

11. Angeion has extensive experience administering landmark settlements involving some of the world's most prominent companies, including:

**In re: Facebook, Inc Consumer Privacy User Profile Litigation**

Case No. 3:18-md-02843-VC (N.D. Cal.)

Meta agreed to pay \$725 million to settle allegations that the social media company allowed third parties, including Cambridge Analytica, to access personal information. Angeion undertook an integrated in-app notification and media campaign to a class in the hundreds of millions of individuals and processed 28.6 million claims, the most claims filed in the history of class action. In fact, during the September 7, 2023 Final Approval Hearing, U.S. District Judge Chhabria acknowledged the record number of claims filed, stating, “I was kind of blown away by how many people made claims.”

**In re Apple Inc. Device Performance Litigation**

Case No. 5:18-cv-02827-EJD (N.D. Cal.)

Apple agreed to pay \$310 million to settle allegations of diminished performance in iPhone 6’s and 7’s. Angeion’s direct notification efforts were recognized as reaching 99%+ of the current and former owners of 129 million class devices. Millions of claims were processed.

**City of Long Beach, et al. v. Monsanto, et al.**

Case No. 2:16-cv-03493-FMO-AS (C.D. Cal.)

Bayer agreed to pay \$650 million to settle allegations of waterbodies impaired by PCBs. Angeion’s notice administration was extraordinarily successful with direct notice delivered to 99.7% of the class. The claims administration includes multiple complex claims filing workflows for different funding allocations, including separate fund for “special needs” claimants.

**Beckett v. Aetna Inc.**

Case No. 2:17-cv-03864-JS (E.D. Pa.)

A consolidated data breach class action that arose from the alleged improper disclosure of Protected Health Information by a health insurer and previous claims administrator, including confidential HIV-related information. Angeion provided specialized training to our support team concerning the sensitive nature of the case and underlying health information. Angeion implemented robust privacy protocols to communicate with and verify the claims of the affected class members, including anonymized notice packets and allowing claimants to lodge objections under pseudonyms.

**DATA SECURITY & INSURANCE**

12. Angeion recognizes the critical need to secure our physical and network environments and protect data in our custody. It is our commitment to these matters that has made us the go-to administrator for many of the most prominent data security matters of this decade. We are ever improving upon our robust policies, procedures, and infrastructure by periodically updating data security policies as well as our approach to managing data security in response to changes to physical environment, new threats and risks, business circumstances, legal and policy implications, and evolving technical environments.

13. Angeion's privacy practices are compliant with the California Consumer Privacy Act, as currently drafted. Consumer data obtained for the delivery of each project is used only for the purposes intended and agreed in advance by all contracted parties, including compliance with orders issued by State or Federal courts as appropriate. Angeion imposes additional data security measures for the protection of Personally Identifiable Information (PII) and Personal Health Information (PHI), including redaction, restricted network and physical access on a need-to-know basis, and network access tracking. Angeion requires background checks of all employees, requires background checks and ongoing compliance audits of its contractors, and enforces standard protocols for the rapid removal of physical and network access in the event of an employee or contractor termination.

14. Data is transmitted using Transport Layer Security (TLS) 1.3 protocols. Network data is encrypted at rest with the government and financial institution standard of AES 256-bit encryption. We maintain an offline, air-gapped backup copy of all data, ensuring that projects can be administered without interruption.

15. Further, our team conscientiously monitors the latest compliance requirements, such as GDPR, HIPAA, PCI DSS, and others, to ensure that our organization is meeting all necessary regulatory obligations as well as aligning to industry best practices and standards set forth by frameworks like CIS and NIST. Angeion is cognizant of the ever-evolving digital landscape and continually improves its security infrastructure and processes, including partnering with best-in-class security service providers. Angeion's robust policies and processes cover all aspects of information security to form part of an industry leading security and compliance program, which is regularly assessed by independent third parties. Angeion is also committed to a culture of security mindfulness. All employees routinely undergo cybersecurity training to ensure that safeguarding information and cybersecurity vigilance is a core practice in all aspects of the work our teams complete.

16. Angeion currently maintains a comprehensive insurance program, including sufficient Errors & Omissions coverage.

#### **SUMMARY OF THE NOTICE PLAN**

17. This declaration will describe the proposed Notice Plan for the Settlement Class that, if approved by the Court, Angeion will implement in this matter, including the considerations that

informed the development of the plan and why we believe it will provide due process to Class Members.

18. The proposed Notice Plan provides for individual direct notice via mail and email to all reasonably identifiable Class Members, combined with a comprehensive print publication schedule and the implementation of a dedicated website and toll-free telephone line where Class Members can learn more about their rights and options pursuant to the terms of the Settlement.

### **DIRECT NOTICE**

#### **Settlement Class List**

19. Angeion will receive, review, and analyze the Class Member Information provided by the defendant. Angeion performs a thorough analysis to identify duplicative records, as well as missing/incomplete data fields. Angeion will then assign identification numbers to each unique record, which will comprise the Settlement Class List.

#### **Mailed Notice**

20. As part of the Notice Plan, Angeion will send the notice of the settlement via first class U.S. Mail, postage pre-paid, to all Class Members who have a mailing address on the Class List.

21. Angeion will employ the following best practices to increase the deliverability rate of the notices: (i) Angeion will cause the mailing address information for Class Members to be updated utilizing the United States Postal Service's ("USPS") National Change of Address database, which provides updated address information for individuals or entities who have moved during the previous four years and filed a change of address with the USPS; (ii) Notices returned to Angeion by the USPS with a forwarding address will be re-mailed to the new address provided by the USPS; (iii) Notices returned to Angeion by the USPS without forwarding addresses will be subjected to an address verification search (commonly referred to as "skip tracing") utilizing a wide variety of data sources, including public records, real estate records, electronic directory assistance listings, etc., to locate updated addresses; (iv) Notices will be re-mailed to Class Members for whom updated addresses were identified via the skip tracing process.

#### **Email Notice**

22. As part of the Notice Plan, Angeion will send notice via email to Class Members who

have valid email addresses included on the Class List.

23. Angeion follows best practices to both validate emails and increase deliverability. Specifically, prior to distributing the email notice, Angeion subjects the email addresses on the Class List to a cleansing and validation process. The email cleansing process will remove extra spaces, fix common typographical errors in domain names, and correct insufficient domain suffixes (e.g., gmal.com to gmail.com, gmail.co to gmail.com, yaho.com to yahoo.com, etc.). The email addresses will then be subjected to an email validation process whereby each email address will be compared to known bad email addresses.<sup>1</sup> Email addresses that are not designated as a known bad address will then be further verified by contacting the Internet Service Provider (“ISP”) to determine if the email address exists.

24. Further, Angeion designs the email notice to avoid many common “red flags” that might otherwise cause an email recipient’s spam filter to block or identify the email notice as spam. For example, Angeion does not include attachments like the Long Form Notice to the email notice, because attachments are often interpreted by various Internet Service Providers (“ISP”) as spam.

#### **PUBLICATION NOTICE**

25. In addition to the notice efforts described above, the Notice Plan includes a robust and thorough publication notice schedule crafted to reach potential Class Members. Notice of the settlement will be published twice in each of the following publications:<sup>2</sup>

| PUBLICATION          | COVERAGE AREA  | CIRCULATION                    |
|----------------------|----------------|--------------------------------|
| Alexandria Town Talk | Rapides Parish | Wed & Fri: 1,440<br>Sun: 2,110 |

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<sup>1</sup> Angeion maintains a database of email addresses that were returned as permanently undeliverable, commonly referred to as a hard bounce, from prior campaigns. Where an address has been returned as a hard bounce within the last year, that email is designated as a known bad email address.

<sup>2</sup> If necessary, suitable substitute publications may be utilized.

|                                                                                                                        |                                                                                                                                                                                                                                                                                                                             |                                                                           |
|------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| The Advocate - Baton Rouge +<br>Acadiana<br><br>New Orleans Times Picayune<br><br>NOLA & Baton Rouge<br>Community Pubs | Advocates: East & West Baton<br>Rouge/Livingston/Ascension/St<br>James/Lafayette/St Martin/Acadia<br><br>NOLA Times Picayune: Jefferson/Orleans/St.<br>Tammamy/St Charles<br><br>NOLA Community Pubs: East Jefferson/West<br>Jefferson/Crescent City<br><br>Baton Rouge Community Pubs: Baton<br>Rouge/Livingston/Ascension | Daily & Community<br>Pubs: 409,776<br>Sunday & Community<br>Pubs: 417,651 |
| Houma Daily Courier                                                                                                    | Terrebonne Parish                                                                                                                                                                                                                                                                                                           | 1,590                                                                     |
| Lafayette Daily Advertiser                                                                                             | Lafayette Parish                                                                                                                                                                                                                                                                                                            | Daily: 1,579<br>Sun: 1,844                                                |
| Lake Charles American Press                                                                                            | Calcasieu/Beauregard/Jeff Davis                                                                                                                                                                                                                                                                                             | 5,000                                                                     |
| Monroe News Star                                                                                                       | Ouachita Parish                                                                                                                                                                                                                                                                                                             | Daily: 1,590<br>Sun: 1,790                                                |
| Opelousas Daily World                                                                                                  | St. Landry Parish                                                                                                                                                                                                                                                                                                           | Wed & Fri: 419<br>Sun: 472                                                |
| Shreveport Times                                                                                                       | Caddo Parish                                                                                                                                                                                                                                                                                                                | Daily: 3,970<br>Sun: 5,560                                                |
| Thibodaux Comet                                                                                                        | Lafourche Parish                                                                                                                                                                                                                                                                                                            | Daily: 983<br>Sat: 1,006                                                  |

### **SETTLEMENT WEBSITE & TELEPHONE SUPPORT**

26. The Notice Plan will also implement the creation of a case-specific Settlement Website, where Class Members can easily view general information about this Settlement, and review relevant documents, including, but not limited to, the Class Settlement Notice, the Settlement Agreement, the Preliminary Approval Order entered by the Court, the operative Complaint in the Action, and any other documents approved by the Parties or directed by the Court. The Settlement Website will be designed to be user-friendly to make it easy for Class Members to find answers to frequently asked questions, view dates and deadlines, and will have a “Contact Us” page allowing Class Members to submit additional questions regarding the Settlement.

27. The Settlement Website will be designed to be ADA-compliant and optimized for mobile visitors so that information loads quickly on mobile devices. Additionally, the Settlement Website will be designed to maximize search engine optimization through Google and other search engines. Keywords and natural language search terms will be included in the Settlement Website’s

metadata to maximize search engine rankings.

28. A toll-free hotline devoted to this case will be created and provided on the Settlement Website to further provide Class Members with information about their rights and options in the Settlement. The toll-free hotline will utilize an interactive voice response (“IVR”) system to provide Class Members with responses to frequently asked questions and other essential information regarding the Settlement. The hotline will be accessible 24 hours a day, 7 days a week. Class Members will have the ability to request a copy of the Class Settlement Notice via the toll-free hotline and can speak with a live operator during normal business hours.

### **CONCLUSION**

29. The Notice Plan outlined above includes direct notice to all reasonably identifiable Class Members via mail combined with robust print publication notice efforts, and the implementation of a dedicated Settlement Website and toll-free hotline to further inform Class Members of their rights and options in the Settlement.

30. In my professional opinion, the Notice Plan described herein will provide full and proper notice to Class Members and is the best practicable notice under the circumstances, fulfilling all due process requirements, and fully comporting with the Louisiana Code of Civil Procedure. After the Notice Plan has concluded, Angeion will provide a final report verifying its effective implementation to this Court.

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

Dated: January 3, 2025

  
STEVEN WEISBROT

# **Exhibit A**

# INNOVATION IT'S PART OF OUR DNA

Class Action Administration | Mass Arbitration Administration  
Mass Tort Services | Regulatory Remediation

Judicial Recognition



## **IN RE: NOVARTIS AND PAR ANTITRUST LITIGATION**

### **Case No. 1:18-cv-04361-AKH-SDA (S.D.N.Y.)**

The Honorable Stewart D. Aaron, United States Magistrate Judge, Southern District of New York (July 26, 2024): The Court finds that the claims process administered by Angeion has integrity and has been carried out in a diligent and thorough manner...Based upon the Court's review of the record, the Court finds that **Angeion has taken prudent and necessary steps to address the fraudulent claims submitted in this case... Angeion's fraud detection system is robust and appropriately designed to weed out fraudulent claims.**

## **IN RE: FACEBOOK, INC. CONSUMER PRIVACY USER PROFILE LITIGATION**

### **Case No. 3:18-md-02843 (N.D. Cal.)**

Meta agreed to pay \$725 million to settle allegations that the social media company allowed third parties, including Cambridge Analytica, to access personal information. Angeion undertook an integrated in-app notification and media campaign to a class in the hundreds of millions of individuals and processed 28.6 million claims, the most claims filed in the history of class action. In fact, during the September 7, 2023 Final Approval Hearing, U.S. District Judge Chhabria acknowledged the record number of claims filed, stating, **"I was kind of blown away by how many people made claims."**

## **BRAUN v. THE PHILADELPHIA INQUIRER, LLC**

### **Case No. 2:22-cv-04185 (E.D. Pa.)**

The Honorable John M. Younge (August 8, 2024): 16. The proposed form and manner of notice to members of the Settlement Class set forth in the Weisbrot Declaration...along with the proposed methods of dissemination of notice described therein, satisfy the requirements of Rule 23(e) and due process, are otherwise fair and reasonable, and therefore are approved.

## **GUIDA v. GAIA, INC.**

### **Case No. 1:22-cv-02350 (D. Colo.)**

The Honorable Gordon P. Gallagher (July 19, 2024): The Court has carefully considered the forms and methods of notice to the Settlement Class set forth in the Settlement ("Notice Plan"). The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances and fully satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the requirements of due process, and the requirements of any other applicable law...The Court further finds that the Notice constitutes valid, due, and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. Accordingly, the Court finds that no notice other than that specifically identified in the Settlement is necessary in this Action.

## **FERNANDEZ v. CORELOGIC CREDCO, LLC**

### **Case No. 3:20-cv-01262 (S.D. Cal.)**

The Honorable Jeffrey T. Miller (June 20, 2024): The court approved notice of this class action and proposed settlement in the June 16, 2024, Preliminary Approval Order. The Agreement called for sending the Notice directly to class members through email ("email notice") and/or via U.S. Mail. ("notice packet"). In support of his Motions, Plaintiff has filed the Declaration of Lacey Rose, who is employed as a "Senior Project Manager with Angeion," and the Declaration of Steven Weisbrot, the President and Chief Executive Officer of Angeion, the Settlement Administrator retained in this matter. See generally, Doc. No. 316-5, Doc. No. 329. Both declarations detail the actions taken by the Administrator...Accordingly, **the court determines that the Notice in the case was copious, impressive, more than adequate**, and satisfied both the requirements of Rule 23 and due process, giving the settlement class members adequate notice of the Settlement.

**JONES v. VARSITY BRANDS, LLC****Case No. 2:20-cv-02892 (W.D. Tenn.)**

The Honorable Sheryl H. Lipman (June 18, 2024): Indirect Purchasers have retained Angeion to serve as Settlement Administrator...*Angeion has designed a multi-layered sophisticated plan* using a combination of Internet, email, publication, social media...The Notice Plan adequately appraises all potential class members of the terms of the Settlement Agreement, provides the opportunity to make informed decisions, and comports with due process.

**SALINAS v. BLOCK, INC.****Case No. 3:22-cv-04823 (N.D. Cal.)**

The Honorable Sallie Kim (June 3, 2024): The Court...(b) finds and determines that emailing the Summary Notice, reminder emails to Class Members (if available), and publication of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form on the Settlement Website, supplemented by any social media and print media advertisements deemed appropriate by the Parties (i) constitutes the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action...(iii) constitutes due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States (including the Due Process Clause), and all other applicable laws and rules.

**ESPOSITO v. CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS****Case No. MID-L-006360-23 (N.J. Super. Ct.)**

The Honorable Ana C. Viscomi (April 26, 2024): The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort, as well as appropriate reminder notices; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members...(d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of N.J. Ct. R. R. 4:32-1 and 4:32-2, Due Process under the U.S. Constitution, and any other applicable law.

**KUKORINIS v. WALMART, INC.****Case No. 8:22-cv-02402 (M.D. Fla.)**

The Honorable Virginia M. Hernandez Covington (January 19, 2024): The Notice Plan, including the form of the notices and methods for notifying the Settlement Class of the Settlement and its terms and conditions...a. meet the requirements of the Federal Rules of Civil Procedure (including Rule 23 (c)-(e)), the United States Constitution (including the Due Process Clause), and the Rules of this Court; b. constitute the best notice to Settlement Class Members practicable under the circumstances...

**LE v. ZUFFA, LLC****Case No. 2:15-cv-01045 (D. Nev.)**

The Honorable Richard F. Boulware, II (November 17, 2023): The proposed Notice Plan, including the proposed forms and manner of notice, constitutes the best notice practicable under the circumstances and satisfies the requirements of due process and Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure.

**IN RE: KIA HYUNDAI VEHICLE THEFT MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION****Case No. 8:22-ml-03052 (C.D. Cal.)**

The Honorable James V. Selna (October 31, 2023): The Court has considered the form and content of the Class notice program and finds that the Class notice program and methodology as described in the Settlement

Agreement (a) meet the requirements of due process and Federal Rules of Civil Procedure 23(c) and (e); (b) constitute the best notice practicable under the circumstances to all persons entitled to notice; and (c) satisfies the constitutional requirements regarding notice.

### **AMANS v. TESLA, INC.**

#### **Case No. 3:21-cv-03577 (N.D. Cal.)**

The Honorable Vince Chhabria (October 20, 2023): The Court further finds that the Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due, and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated, under all circumstances, to apprise members of the Settlement Class of the pendency of this case, the terms of the Settlement Agreement, the right to object to the Settlement, and the right to exclude themselves from the Settlement Class.

### **IN RE: PHILLIPS RECALLED CPAP, BI-LEVEL PAP, AND MECHANICAL VENTILATOR PRODUCTS LITIGATION**

#### **Case No. 2:21-mc-01230 (MDL No. 3014) (W.D. Pa.)**

The Honorable Joy Flowers Conti (October 10, 2023): The Court finds that the method of giving notice to the Settlement Class ("Notice Plan")...(a) constitute the best notice practicable under the circumstances, (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms and benefits of the proposed Settlement...(c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and any other persons entitled to receive notice, (d) meet all applicable requirements of law, including, but not limited to, 28 U.S.C. § 1715, Rule 23(c), the Due Process Clause(s) of the United States Constitution, and any other applicable laws...

### **IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION**

#### **Case No. 2:18-mn-02873 (D.S.C.)**

The Honorable Richard Mark Gergel (August 29, 2023): The Court also approves the proposed Notice Plan set forth in Exhibit C to the Settlement Agreement...The proposed Notice Plan is the best practicable notice under the circumstances of this case; is reasonably calculated under the circumstances to apprise potential Class Members of the Settlement Agreement and of their right to object to or exclude themselves from the proposed Settlement Class; is reasonable and constitutes due, adequate, and sufficient notice to all Persons entitled to receive it; and meets all applicable requirements of Federal Rule of Civil Procedure 23, the United States Constitution, and other applicable laws and rules.

### **LUNDY v. META PLATFORMS, INC.**

#### **Case No. 3:18-cv-06793 (N.D. Cal.)**

The Honorable James Donato (April 26, 2023): For purposes of Rule 23(e), the Notice Plan submitted with the Motion for Preliminary Approval and the forms of notice attached thereto are approved...The form, content, and method of giving notice to the Settlement Class as described in the Notice Plan submitted with the Motion for Preliminary Approval are accepted at this time as practicable and reasonable in light of the rather unique circumstances of this case.

### **IN RE: FACEBOOK INTERNET TRACKING LITIGATION**

#### **Case No. 5:12-md-02314 (N.D. Cal.)**

The Honorable Edward J. Davila (November 10, 2022): The Court finds that Plaintiffs' notice meets all applicable requirements of due process and is particularly impressed with Plaintiffs' methodology and use of technology to reach as many Class Members as possible. Based upon the foregoing, the Court finds that the Settlement Class has been provided adequate notice.

**MEHTA v. ROBINHOOD FINANCIAL LLC****Case No. 5:21-cv-01013 (N.D. Cal.)**

The Honorable Susan van Keulen (August 29, 2022): The proposed notice plan, which includes direct notice via email, will provide the best notice practicable under the circumstances. This plan and the Notice are reasonably calculated, under the circumstances, to apprise Class Members...The plan and the Notice constitute due, adequate, and sufficient notice to Class Members and satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and all other applicable laws and rules.

**IN RE: TIKTOK, INC., CONSUMER PRIVACY LITIGATION****Case No. 1:20-cv-04699 (N.D. Ill.)**

The Honorable John Z. Lee (August 22, 2022): The Class Notice was disseminated in accordance with the procedures required by the Court's Order Granting Preliminary Approval...in accordance with applicable law, satisfied the requirements of Rule 23(e) and due process, and constituted the best notice practicable...

**ADTRADER, INC. v. GOOGLE LLC****Case No. 5:17-cv-07082 (N.D. Cal.)**

The Honorable Beth L. Freeman (May 13, 2022): The Court approves, as to form, content, and distribution, the Notice Plan set forth in the Settlement Agreement, including the Notice Forms attached to the Weisbrot Declaration, subject to the Court's one requested change as further described in Paragraph 8 of this Order, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members...The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice Plan fully complies with the Northern District of California's Procedural Guidance for Class Action Settlements.

**CITY OF LONG BEACH v. MONSANTO COMPANY****Case No. 2:16-cv-03493 (C.D. Cal.)**

The Honorable Fernando M. Olguin (March 14, 2022): The court approves the form, substance, and requirements of the class Notice, (Dkt.278-2, Settlement Agreement, Exh. I). The proposed manner of notice of the settlement set forth in the Settlement Agreement constitutes the best notice practicable under the circumstances and complies with the requirements of due process.

**STEWART v. LEXISNEXIS RISK DATA RETRIEVAL SERVICES, LLC****Case No. 3:20-cv-00903 (E.D. Va.)**

The Honorable John A. Gibney Jr. (February 25, 2022): The proposed forms and methods for notifying the proposed Settlement Class Members of the Settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to notice...Based on the foregoing, the Court hereby approves the notice plans developed by the Parties and the Settlement Administrator and directs that they be implemented according to the Agreement and the notice plans attached as exhibits.

**WILLIAMS v. APPLE INC.****Case No. 3:19-cv-04700 (N.D. Cal.)**

The Honorable Laurel Beeler (February 24, 2022): The Court finds the Email Notice and Website Notice (attached to the Agreement as Exhibits 1 and 4, respectively), and their manner of transmission, implemented pursuant to the Agreement (a) are the best practicable notice, (b) are reasonably calculated, under the circumstances, to apprise the Subscriber Class of the pendency of the Action and of their right to object to or to exclude themselves

from the proposed settlement, (c) are reasonable and constitute due, adequate and sufficient notice to all persons entitled to receive notice, and (d) meet all requirements of applicable law.

### **CLEVELAND v. WHIRLPOOL CORPORATION**

#### **Case No. 0:20-cv-01906 (D. Minn.)**

The Honorable Wilhelmina M. Wright (December 16, 2021): It appears to the Court that the proposed Notice Plan described herein, and detailed in the Settlement Agreement, comports with due process, Rule 23, and all other applicable law. Class Notice consists of email notice and postcard notice when email addresses are unavailable, which is the best practicable notice under the circumstances...The proposed Notice Plan complies with the requirements of Rule 23, Fed. R. Civ. P., and due process, and Class Notice is to be sent to the Settlement Class Members as set forth in the Settlement Agreement and pursuant to the deadlines above.

### **RASMUSSEN v. TESLA, INC. D/B/A TESLA MOTORS, INC.**

#### **Case No. 5:19-cv-04596 (N.D. Cal.)**

The Honorable Beth Labson Freeman (December 10, 2021): The Court has carefully considered the forms and methods of notice to the Settlement Class set forth in the Settlement Agreement ("Notice Plan"). The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances and fully satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the requirements of due process, and the requirements of any other applicable law, such that the terms of the Settlement Agreement, the releases provided for therein, and this Court's final judgment will be binding on all Settlement Class Members.

### **CAMERON v. APPLE INC.**

#### **Case No. 4:19-cv-03074 (N.D. Cal.)**

The Honorable Yvonne Gonzalez Rogers (November 16, 2021): The parties' proposed notice plan appears to be constitutionally sound in that plaintiffs have made a sufficient showing that it is: (i) the best notice practicable; (ii) reasonably calculated, under the circumstances, to apprise the Class members of the proposed settlement and of their right to object or to exclude themselves as provided in the settlement agreement; (iii) reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet all applicable requirements of due process and any other applicable requirements under federal law.

### **RISTO v. SCREEN ACTORS GUILD - AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS**

#### **Case No. 2:18-cv-07241 (C.D. Cal.)**

The Honorable Christina A. Snyder (November 12, 2021): The Court approves the publication notice plan presented to this Court as it will provide notice to potential class members through a combination of traditional and digital media that will consist of publication of notice via press release, programmatic display digital advertising, and targeted social media, all of which will direct Class Members to the Settlement website...The notice plan satisfies any due process concerns as this Court certified the class under Federal Rule of Civil Procedure 23(b)(1)...

### **JENKINS v. NATIONAL GRID USA SERVICE COMPANY, INC.**

#### **Case No. 2:15-cv-01219 (E.D.N.Y.)**

The Honorable Joanna Seybert (November 8, 2021): Pursuant to Fed. R. Civ. P. 23(e)(1) and 23(c)(2)(B), the Court approves the proposed Notice Plan and procedures set forth at Section 8 of the Settlement...The Court finds that the proposed Notice Plan meets the requirements of due process under the United States Constitution and Rule 23, and that such Notice Plan—which includes direct notice to Settlement Class Members sent via first class U.S. Mail and email; the establishment of a Settlement Website (at the URL, [www.nationalgridtcpasettlement.com](http://www.nationalgridtcpasettlement.com)) where Settlement Class Members can view the full settlement agreement, the detailed long-form notice (in English and Spanish), and other key case documents; publication notice in forms attached as Exhibits E and F to

the Settlement sent via social media (Facebook and Instagram) and streaming radio (e.g., Pandora and iHeart Radio). The Notice Plan shall also include a paid search campaign on search engine(s) chosen by Angeion (e.g., Google) in the form attached as Exhibits G and the establishment of a toll-free telephone number where Settlement Class Members can get additional information—is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

### **NELLIS v. VIVID SEATS, LLC**

#### **Case No. 1:20-cv-02486 (N.D. Ill.)**

The Honorable Robert M. Dow, Jr. (November 1, 2021): The Notice Program, together with all included and ancillary documents thereto, (a) constituted reasonable notice; (b) constituted notice that was reasonably calculated under the circumstances to apprise members of the Settlement Class of the pendency of the Litigation... (c) constituted reasonable, due, adequate and sufficient notice to all Persons entitled to receive notice; and (d) met all applicable requirements of due process and any other applicable law. The Court finds that Settlement Class Members have been provided the best notice practicable of the Settlement and that such notice fully satisfies all requirements of law as well as all requirements of due process.

### **PELLETIER v. ENDO INTERNATIONAL PLC**

#### **Case No. 2:17-cv-05114 (E.D. Pa.)**

The Honorable Michael M. Baylson (October 25, 2021): The Court approves, as to form and content, the Notice of Pendency and Proposed Settlement of Class Action (the "Notice"), the Proof of Claim and Release form (the "Proof of Claim"), and the Summary Notice, annexed hereto as Exhibits A-1, A-2, and A-3, respectively, and finds that the mailing and distribution of the Notice and publishing of the Summary Notice, substantially in the manner and form set forth in ¶¶ 7-10 of this Order, meet the requirements of Rule 23 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

### **BIEGEL v. BLUE DIAMOND GROWERS**

#### **Case No. 7:20-cv-03032 (S.D.N.Y.)**

The Honorable Cathy Seibel (October 25, 2021): The Court finds that the Notice Plan, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide, due and sufficient notice to the Settlement Class regarding the existence and nature of the Action... and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.

### **QUINTERO v. SAN DIEGO ASSOCIATION OF GOVERNMENTS**

#### **Case No. 37-2019-00017834-CU-NP-CTL (Cal. Super. Ct.)**

The Honorable Eddie C. Sturgeon (September 27, 2021): The Court has reviewed the class notices for the Settlement Class and the methods for providing notice and has determined that the parties will employ forms and methods of notice that constitute the best notice practicable under the circumstances; are reasonably calculated to apprise class members of the terms of the Settlement and of their right to participate in it, object, or opt-out; are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and meet all constitutional and statutory requirements, including all due process requirements and the California Rules of Court.

### **HOLVE v. MCCORMICK & COMPANY, INC.**

#### **Case No. 6:16-cv-06702 (W.D.N.Y.)**

The Honorable Mark W. Pedersen (September 23, 2021): The Court finds that the form, content and method of giving notice to the Class as described in the Settlement Agreement and the Declaration of the Settlement Administrator: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the

circumstances, to apprise the Settlement Class Members of the pendency of the Action...(c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution.

### **CULBERTSON v. DELOITTE CONSULTING LLP**

**Case No. 1:20-cv-03962 (S.D.N.Y.)**

The Honorable Lewis J. Liman (August 27, 2021): The notice procedures described in the Notice Plan are hereby found to be the best means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement Agreement and the Final Approval Hearing to all persons affected by and/or entitled to participate in the Settlement Agreement, in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure and due process of law.

### **PULMONARY ASSOCIATES OF CHARLESTON PLLC v. GREENWAY HEALTH, LLC**

**Case No. 3:19-cv-00167 (N.D. Ga.)**

The Honorable Timothy C. Batten, Sr. (August 24, 2021): Under Rule 23(c)(2), the Court finds that the content, format, and method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot filed on July 2, 2021, and the Settlement Agreement and Release, including notice by First Class U.S. Mail and email to all known Class Members, is the best notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and due process.

### **IN RE: BROILER CHICKEN GROWER ANTITRUST LITIGATION (NO II)**

**Case No. 6:20-md-02977 (E.D. Okla.)**

The Honorable Robert J. Shelby (August 23, 2021): The Court approves the method of notice to be provided to the Settlement Class as set forth in Plaintiffs' Motion and Memorandum of Law in Support of Motion for Approval of the Form and Manner of Class Notice and Appointment of Settlement Administrator and Request for Expedited Treatment and the Declaration of Steven Weisbrot on Angeion Group Qualifications and Proposed Notice Plan...The Court finds and concludes that such notice: (a) is the best notice that is practicable under the circumstances, and is reasonably calculated to reach the members of the Settlement Class and to apprise them of the Action, the terms and conditions of the Settlement, their right to opt out and be excluded from the Settlement Class, and to object to the Settlement; and (b) meets the requirements of Federal Rule of Civil Procedure 23 and due process.

### **ROBERTS v. AT&T MOBILITY, LLC**

**Case No. 3:15-cv-03418 (N.D. Cal.)**

The Honorable Edward M. Chen (August 20, 2021): The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort, as well as supplemental notice via a social media notice campaign and reminder email and SMS notices; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the nature of this Action ...(d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of Federal Rule of Civil Procedure 23, Due Process under the U.S. Constitution, and any other applicable law.

### **PYGIN v. BOMBAS, LLC**

**Case No. 4:20-cv-04412 (N.D. Cal.)**

The Honorable Jeffrey S. White (July 12, 2021): The Court also concludes that the Class Notice and Notice Program set forth in the Settlement Agreement satisfy the requirements of due process and Rule 23 and provide the best notice practicable under the circumstances. The Class Notice and Notice Program are reasonably

calculated to apprise Settlement Class Members of the nature of this Litigation, the Scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court approves the Class Notice and Notice Program and the Claim Form.

### **WILLIAMS v. RECKITT BENCKISER LLC**

**Case No. 1:20-cv-23564 (S.D. Fla.)**

The Honorable Jonathan Goodman (April 23, 2021): The Court approves, as to form and content, the Class Notice and Internet Notice submitted by the parties (Exhibits B and D to the Settlement Agreement or Notices substantially similar thereto) and finds that the procedures described therein meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and provide the best notice practicable under the circumstances. The proposed Class Notice Plan -- consisting of (i) internet and social media notice; and (ii) notice via an established a Settlement Website -- is reasonably calculated to reach no less than 80% of the Settlement Class Members.

### **IN RE: APPLE INC. DEVICE PERFORMANCE LITIGATION**

**Case No. 5:18-md-02827 (N.D. Cal.)**

The Honorable Edward J. Davila (March 17, 2021): Angeion undertook a comprehensive notice campaign...The notice program was well executed, far-reaching, and exceeded both Federal Rule of Civil Procedure 23(c)(2)(B)'s requirement to provide the "best notice that is practicable under the circumstances" and Rule 23(e)(1)(B)'s requirement to provide "direct notice in a reasonable manner."

### **IN RE: GOOGLE PLUS PROFILE LITIGATION**

**Case No. 5:18-cv-06164 (N.D. Cal.)**

The Honorable Edward J. Davila (January 25, 2021): The Court further finds that the program for disseminating notice to Settlement Class Members provided for in the Settlement, and previously approved and directed by the Court (hereinafter, the "Notice Program"), has been implemented by the Settlement Administrator and the Parties, and such Notice Program, including the approved forms of notice, is reasonable and appropriate and satisfies all applicable due process and other requirements, and constitutes best notice reasonably calculated under the circumstances to apprise Settlement Class Members.

### **NELSON v. IDAHO CENTRAL CREDIT UNION**

**Case No. CV03-20-00831, CV03-20-03221 (Idaho Jud. Dist.)**

The Honorable Robert C. Naftz (January 19, 2021): The Court finds that the Proposed Notice here is tailored to this Class and designed to ensure broad and effective reach to it...The Parties represent that the operative notice plan is the best notice practicable and is reasonably designed to reach the settlement class members. The Court agrees.

### **IN RE: HANNA ANDERSSON AND SALESFORCE.COM DATA BREACH LITIGATION**

**Case No. 3:20-cv-00812 (N.D. Cal.)**

The Honorable Edward M. Chen (December 29, 2020): The Court finds that the Class Notice and Notice Program satisfy the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure and provide the best notice practicable under the circumstances.

### **IN RE: PEANUT FARMERS ANTITRUST LITIGATION**

**Case No. 2:19-cv-00463 (E.D. Va.)**

The Honorable Raymond A. Jackson (December 23, 2020): The Court finds that the Notice Program...constitutes the best notice that is practicable under the circumstances and is valid, due and sufficient notice to all persons

entitled thereto and complies fully with the requirements of Rule 23(c)(2) and the due process requirements of the Constitution of the United States.

### **BENTLEY v. LG ELECTRONICS U.S.A., INC.**

#### **Case No. 2:19-cv-13554 (D.N.J.)**

The Honorable Madeline Cox Arleo (December 18, 2020): The Court finds that notice of this Settlement was given to Settlement Class Members in accordance with the Preliminary Approval Order and constituted the best notice practicable of the proceedings and matters set forth therein, including the Litigation, the Settlement, and the Settlement Class Members' rights to object to the Settlement or opt out of the Settlement Class, to all Persons entitled to such notice, and that this notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.

### **IN RE: ALLURA FIBER CEMENT SIDING PRODUCTS LIABILITY LITIGATION**

#### **Case No. 2:19-mn-02886 (D.S.C.)**

The Honorable David C. Norton (December 18, 2020): The proposed Notice provides the best notice practicable under the circumstances. It allows Settlement Class Members a full and fair opportunity to consider the proposed settlement. The proposed plan for distributing the Notice likewise is a reasonable method calculated to reach all members of the Settlement Class who would be bound by the settlement. There is no additional method of distribution that would be reasonably likely to notify Settlement Class Members who may not receive notice pursuant to the proposed distribution plan.

### **ADKINS v. FACEBOOK, INC.**

#### **Case No. 3:18-cv-05982 (N.D. Cal.)**

The Honorable William Alsup (November 15, 2020): Notice to the class is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Mullane v. Central Hanover Bank & Tr. Co.*, 399 U.S. 306, 314 (1965).

### **IN RE: 21ST CENTURY ONCOLOGY CUSTOMER DATA SECURITY BREACH LITIGATION**

#### **Case No. 8:16-md-02737 (M.D. Fla.)**

The Honorable Mary S. Scriven (November 2, 2020): The Court finds and determines that mailing the Summary Notice and publication of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form on the Settlement Website, all pursuant to this Order, constitute the best notice practicable under the circumstances, constitute due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the of due process, Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. The Court further finds that all of the notices are written in plain language and are readily understandable by Class Members.

### **MARINO v. COACH INC.**

#### **Case No. 1:16-cv-01122 (S.D.N.Y.)**

The Honorable Valerie Caproni (August 24, 2020): The Court finds that the form, content, and method of giving notice to the Settlement Class as described in paragraph 8 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that all of the notices are written in

plain language, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

### **BROWN v. DIRECTV, LLC**

#### **Case No. 2:13-cv-01170 (C.D. Cal.)**

The Honorable Dolly M. Gee (July 23, 2020): Given the nature and size of the class, the fact that the class has no geographical limitations, and the sheer number of calls at issue, the Court determines that these methods constitute the best and most reasonable form of notice under the circumstances.

### **IN RE: SSA BONDS ANTITRUST LITIGATION**

#### **Case No. 1:16-cv-03711 (S.D.N.Y.)**

The Honorable Edgardo Ramos (July 15, 2020): The Court finds that the mailing and distribution of the Notice and the publication of the Summary Notice substantially in the manner set forth below meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled to notice.

### **KJESSLER v. ZAAPPAAZ, INC.**

#### **Case No. 4:18-cv-00430 (S.D. Tex.)**

The Honorable Nancy F. Atlas (July 14, 2020): The Court also preliminarily approves the proposed manner of communicating the Notice and Summary Notice to the putative Settlement Class, as set out below, and finds it is the best notice practicable under the circumstances, constitutes due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfies the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23.

### **HESTER v. WALMART, INC.**

#### **Case No. 5:18-cv-05225 (W.D. Ark.)**

The Honorable Timothy L. Brooks (July 9, 2020): The Court finds that the Notice and Notice Plan substantially in the manner and form set forth in this Order and the Agreement meet the requirements of Federal Rule of Civil Procedure 23 and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.

### **CLAY v. CYTOSPORT INC.**

#### **Case No. 3:15-cv-00165 (S.D. Cal.)**

The Honorable M. James Lorenz (June 17, 2020): The Court approves the proposed Notice Plan for giving notice to the Settlement Class through publication, both print and digital, and through the establishment of a Settlement Website, as more fully described in the Agreement and the Claims Administrator's affidavits (docs. no. 222-9, 224, 224-1, and 232-3 through 232-6). The Notice Plan, in form, method, and content, complies with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

### **GROGAN v. AARON'S INC.**

#### **Case No. 1:18-cv-02821 (N.D. Ga.)**

The Honorable J.P. Boulee (May 1, 2020): The Court finds that the Notice Plan as set forth in the Settlement Agreement meets the requirements of Fed. R. Civ. P. 23 and constitutes the best notice practicable under the circumstances, including direct individual notice by mail and email to Settlement Class Members where feasible and a nationwide publication website-based notice program, as well as establishing a Settlement Website at the web address of [www.AaronsTCPASettlement.com](http://www.AaronsTCPASettlement.com), and satisfies fully the requirements the Federal Rules of Civil Procedure, the U.S. Constitution, and any other applicable law, such that the Settlement Agreement and Final Order and Judgment will be binding on all Settlement Class Members.

**CUMMINGS v. BOARD OF REGENTS OF THE UNIVERSITY OF NEW MEXICO****Case No. D-202-CV-2001-00579 (N.M. Jud. Dist.)**

The Honorable Carl Butkus (March 30, 2020): The Court has reviewed the Class Notice, the Plan of Allocation and Distribution and Claim Form, each of which it approves in form and substance. The Court finds that the form and methods of notice set forth in the Agreement: (i) are reasonable and the best practicable notice under the circumstances; (ii) are reasonably calculated to apprise Settlement Class Members of the pendency of the Lawsuit, of their rights to object to or opt-out of the Settlement, and of the Final Approval Hearing; (iii) constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet the requirements of the New Mexico Rules of Civil Procedure, the requirements of due process under the New Mexico and United States Constitutions, and the requirements of any other applicable rules or laws.

**SCHNEIDER v. CHIPOTLE MEXICAN GRILL, INC.****Case No. 4:16-cv-02200 (N.D. Cal.)**

The Honorable Haywood S. Gilliam, Jr. (January 31, 2020): Given that direct notice appears to be infeasible, the third-party settlement administrator will implement a digital media campaign and provide for publication notice in People magazine, a nationwide publication, and the East Bay Times. SA § IV.A, C; Dkt. No. 205-12 at ¶¶ 13–23...The Court finds that the proposed notice process is “‘reasonably calculated, under all the circumstances,’ to apprise all class members of the proposed settlement.” Roes, 944 F.3d at 1045 (citation omitted).

**HANLEY v. TAMPA BAY SPORTS AND ENTERTAINMENT LLC****Case No. 8:19-cv-00550 (M.D. Fla.)**

The Honorable Charlene Edwards Honeywell (January 7, 2020): The Court approves the form and content of the Class notices and claim forms substantially in the forms attached as Exhibits A-D to the Settlement. The Court further finds that the Class Notice program described in the Settlement is the best practicable under the circumstances. The Class Notice program is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of the Action, certification of a Settlement Class, the terms of the Settlement, Class Counsel’s attorney’s fees application and the request for a service award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement. The Class notices and Class Notice program constitute sufficient notice to all persons entitled to notice. The Class notices and Class Notice program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the Constitutional requirement of Due Process.

**CORCORAN v. CVS HEALTH****Case No. 4:15-cv-03504 (N.D. Cal.)**

The Honorable Yvonne Gonzalez Rogers (November 22, 2019): Having reviewed the parties’ briefings, plaintiffs’ declarations regarding the selection process for a notice provider in this matter and regarding Angeion Group LLC’s experience and qualifications, and in light of defendants’ non-opposition, the Court APPROVES Angeion Group LLC as the notice provider...Having considered the parties’ revised proposed notice program, the Court agrees that the parties’ proposed notice program is the “best notice that is practicable under the circumstances.” The Court is satisfied with the representations made regarding Angeion Group LLC’s methods for ascertaining email addresses from existing information in the possession of defendants. Rule 23 further contemplates and permits electronic notice to class members in certain situations. See Fed. R. Civ. P. 23(c)(2)(B).

**PATORA v. TARTE, INC.****Case No. 7:18-cv-11760 (S.D.N.Y.)**

The Honorable Kenneth M. Karas (October 2, 2019): The Court finds that the form, content, and method of giving notice to the Class as described in Paragraph 9 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members...(c) are reasonable

and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clauses of the United States Constitution. The Court further finds that all of the notices are written in simple terminology, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

### **CARTER v. GENERAL NUTRITION CENTERS, INC., AND GNC HOLDINGS, INC.**

#### **Case No. 2:16-cv-00633 (W.D. Pa.)**

The Honorable Mark R. Hornak (September 9, 2019): The Court finds that the Class Notice and the manner of its dissemination described in Paragraph 7 above and Section VII of the Agreement constitutes the best practicable notice under the circumstances and is reasonably calculated, under all the circumstances, to apprise proposed Settlement Class Members of the pendency of this action, the terms of the Agreement, and their right to object to or exclude themselves from the proposed Settlement Class. The Court finds that the notice is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and any other applicable laws.

### **CORZINE v. MAYTAG CORPORATION**

#### **Case No. 5:15-cv-05764 (N.D. Cal.)**

The Honorable Beth L. Freeman (August 21, 2019): The Court, having reviewed the proposed Summary Notice, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

### **MEDNICK v. PRECOR, INC.**

#### **Case No. 1:14-cv-03624 (N.D. Ill.)**

The Honorable Harry D. Leinenweber (June 12, 2019): Notice provided to Class Members pursuant to the Preliminary Class Settlement Approval Order constitutes the best notice practicable under the circumstances, including individual email and mail notice to all Class Members who could be identified through reasonable effort, including information provided by authorized third-party retailers of Precor. Said notice provided full and adequate notice of these proceedings and of the matter set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of F.R.C.P. Rule 23 (e) and (h) and the requirements of due process under the United States and California Constitutions.

### **GONZALEZ v. TCR SPORTS BROADCASTING HOLDING LLP**

#### **Case No. 1:18-cv-20048 (S.D. Fla.)**

The Honorable Darrin P. Gayles (May 24, 2019): The Court finds that notice to the class was reasonable and the best notice practicable under the circumstances, consistent with Rule 23(e)(1) and Rule 23(c)(2)(B).

### **ANDREWS v. THE GAP, INC.**

#### **Case No. CGC-18-567237 (Cal. Super. Ct.)**

The Honorable Richard B. Ulmer Jr. (May 10, 2019): The Court finds that (a) the Full Notice, Email Notice, and Publication constitute the best notice practicable under the circumstances, (b) they constitute valid, due, and sufficient notice to all members of the Class, and (c) they comply fully with the requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

**COLE v. NIBCO, INC.****Case No. 3:13-cv-07871 (D.N.J.)**

The Honorable Freda L. Wolfson (April 11, 2019): The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order. The Court finds that the Notice Plan constitutes: (i) the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this..., (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.

**DIFRANCESCO v. UTZ QUALITY FOODS, INC.****Case No. 1:14-cv-14744 (D. Mass.)**

The Honorable Douglas P. Woodlock (March 15, 2019): The Court finds that the Notice plan and all forms of Notice to the Class as set forth in the Settlement Agreement and Exhibits 2 and 6 thereto, as amended (the "Notice Program"), is reasonably calculated to, under all circumstances, apprise the members of the Settlement Class of the pendency of this action, the certification of the Settlement Class, the terms of the Settlement Agreement, and the right of members to object to the settlement or to exclude themselves from the Class. The Notice Program is consistent with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

**IN RE: CHRYSLER-DODGE-JEEP ECODIESEL MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION****Case No. 3:17-md-02777 (N.D. Cal.)**

The Honorable Edward M. Chen (February 11, 2019): Also, the parties went through a sufficiently rigorous selection process to select a settlement administrator. See Proc. Guidance for Class Action Sett. ¶ 2; see also Cabraser Decl. ¶¶ 9-10. While the settlement administration costs are significant – an estimated \$1.5 million – they are adequately justified given the size of the class and the relief being provided.

In addition, the Court finds that the language of the class notices (short and long-form) is appropriate and that the means of notice – which includes mail notice, electronic notice, publication notice, and social media "marketing" – is the "best notice...practicable under the circumstances." Fed. R. Civ. P. 23(c)(2)(B); see also Proc. Guidance for Class Action Sett. ¶¶ 3-5, 9 (addressing class notice, opt-outs, and objections). The Court notes that the means of notice has changed somewhat, as explained in the Supplemental Weisbrot Declaration filed on February 8, 2019, so that notice will be more targeted and effective. See generally Docket No. 525 (Supp. Weisbrot Decl.) (addressing, inter alia, press release to be distributed via national newswire service, digital and social media marketing designed to enhance notice, and "reminder" first-class mail notice when AEM becomes available).

Finally, the parties have noted that the proposed settlement bears similarity to the settlement in the Volkswagen MDL. See Proc. Guidance for Class Action Sett. ¶ 11.

**RYSEWYK v. SEARS HOLDINGS CORPORATION****Case No. 1:15-cv-04519 (N.D. Ill.)**

The Honorable Manish S. Shah (January 29, 2019): The Court holds that the Notice and notice plan as carried out satisfy the requirements of Rule 23(e) and due process. This Court has previously held the Notice and notice plan to be reasonable and the best practicable under the circumstances in its Preliminary Approval Order dated August 6, 2018. (Dkt. 191) Based on the declaration of Steven Weisbrot, Esq. of Angeion Group (Dkt. No. 209-2), which sets forth compliance with the Notice Plan and related matters, the Court finds that the multi-pronged notice strategy as implemented has successfully reached the putative Settlement Class, thus constituting the best practicable notice and satisfying due process.

**MAYHEW v. KAS DIRECT, LLC, AND S.C. JOHNSON & SON, INC.****Case No. 7:16-cv-06981 (S.D.N.Y.)**

The Honorable Vincent J. Briccetti (June 26, 2018): In connection with their motion, plaintiffs provide the declaration of Steven Weisbrot, Esq., a principal at the firm Angeion Group, LLC, which will serve as the notice and settlement administrator in this case. (Doc. #101, Ex. F: Weisbrot Decl.) According to Mr. Weisbrot, he has been responsible for the design and implementation of hundreds of class action administration plans, has taught courses on class action claims administration, and has given testimony to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, and digital media in due process notice. Mr. Weisbrot states that the internet banner advertisement campaign will be responsive to search terms relevant to "baby wipes, baby products, baby care products, detergents, sanitizers, baby lotion, [and] diapers," and will target users who are currently browsing or recently browsed categories "such as parenting, toddlers, baby care, [and] organic products." (Weisbrot Decl. ¶ 18). According to Mr. Weisbrot, the internet banner advertising campaign will reach seventy percent of the proposed class members at least three times each. (Id. ¶ 9). Accordingly, the Court approves of the manner of notice proposed by the parties as it is reasonable and the best practicable option for confirming the class members receive notice.

**IN RE: OUTER BANKS POWER OUTAGE LITIGATION****Case No. 4:17-cv-00141 (E.D.N.C.)**

The Honorable James C. Dever III (May 2, 2018): The court has reviewed the proposed notice plan and finds that the notice plan provides the best practicable notice under the circumstances and, when completed, shall constitute fair, reasonable, and adequate notice of the settlement to all persons and entities affected by or entitled to participate in the settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. Thus, the court approves the proposed notice plan.

**GOLDEMBERG v. JOHNSON & JOHNSON CONSUMER COMPANIES, INC.****Case No. 7:13-cv-03073 (S.D.N.Y.)**

The Honorable Nelson S. Roman (November 1, 2017): Notice of the pendency of the Action as a class action and of the proposed Settlement, as set forth in the Settlement Notices, was given to all Class Members who could be identified with reasonable effort, consistent with the terms of the Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and any other applicable law in the United States. Such notice constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

**HALVORSON v. TALENTBIN, INC.****Case No. 3:15-cv-05166 (N.D. Cal.)**

The Honorable Joseph C. Spero (July 25, 2017): The Court finds that the Notice provided for in the Order of Preliminary Approval of Settlement has been provided to the Settlement Class, and the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances, and was in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, the United States Constitution, and any other applicable law.

**IN RE: ASHLEY MADISON CUSTOMER DATA SECURITY BREACH LITIGATION****MDL No. 2669/Case No. 4:15-md-02669 (E.D. Mo.)**

The Honorable John A. Ross (July 21, 2017): The Court further finds that the method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot, Esq. on Adequacy of Notice Program, dated July 13, 2017, and the Parties' Stipulation—including an extensive and targeted publication campaign composed of both consumer magazine publications in People and Sports Illustrated, as well as serving 11,484,000 highly targeted digital banner ads to reach the prospective class members that will deliver approximately 75.3% reach with an

average frequency of 3.04 —is the best method of notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and all Constitutional requirements including those of due process.

The Court further finds that the Notice fully satisfies Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process; provided, that the Parties, by agreement, may revise the Notice, the Claim Form, and other exhibits to the Stipulation, in ways that are not material or ways that are appropriate to update those documents for purposes of accuracy.

### **TRAXLER v. PPG INDUSTRIES INC.**

#### **Case No. 1:15-cv-00912 (N.D. Ohio)**

The Honorable Dan Aaron Polster (April 27, 2017): The Court hereby approves the form and procedure for disseminating notice of the proposed settlement to the Settlement Class as set forth in the Agreement. The Court finds that the proposed Notice Plan contemplated constitutes the best notice practicable under the circumstances and is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement or opt out of the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e). In addition, Class Notice clearly and concisely states in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Settlement Class; (iii) the claims and issues of the Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

### **IN RE: THE HOME DEPOT, INC., CUSTOMER DATA SECURITY BREACH LITIGATION**

#### **Case No. 1:14-md-02583 (N.D. Ga.)**

The Honorable Thomas W. Thrash Jr. (March 10, 2017): The Court finds that the form, content, and method of giving notice to the settlement class as described in the settlement agreement and exhibits: (a) constitute the best practicable notice to the settlement class; (b) are reasonably calculated, under the circumstances, to apprise settlement class members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by settlement class members.

### **ROY v. TITEFLEX CORPORATION T/A GASTITE AND WARD MANUFACTURING, LLC**

#### **Case No. 384003V (Md. Cir. Ct.)**

The Honorable Ronald B. Rubin (February 24, 2017): What is impressive to me about this settlement is in addition to all the usual recitation of road racing litanies is that there is going to be a) public notice of a real nature and b) about a matter concerning not just money but public safety and then folks will have the knowledge to decide for themselves whether to take steps to protect themselves or not. And that's probably the best thing a government can do is to arm their citizens with knowledge and then the citizens can make decision. To me that is a key piece of this deal. ***I think the notice provisions are exquisite.***

### **IN RE: LG FRONT LOADING WASHING MACHINE CLASS ACTION LITIGATION**

#### **Case No. 2:08-cv-00051 (D.N.J.)**

The Honorable Madeline Cox Arleo (June 17, 2016): This Court further approves the proposed methods for giving notice of the Settlement to the Members of the Settlement Class, as reflected in the Settlement Agreement and...finds that the Members of the Settlement Class will receive the best notice practicable under the

circumstances. The Court specifically approves the Parties' proposal to use reasonable diligence to identify potential class members and an associated mailing and/or email address in the Company's records, and their proposal to direct the ICA to use this information to send absent class members notice both via first class mail and email. The Court further approves the plan for the Publication Notice's publication in two national print magazines and on the internet. The Court also approves payment of notice costs as provided in the Settlement. The Court finds that these procedures, carried out with reasonable diligence, will constitute the best notice practicable under the circumstances and will satisfy.

#### **FENLEY v. APPLIED CONSULTANTS, INC.**

##### **Case No. 2:15-cv-00259 (W.D. Pa.)**

The Honorable Mark R. Hornak (June 16, 2016): The Court would note that it approved notice provisions of the settlement agreement in the proceedings today. That was all handled by the settlement and administrator Angeion. The notices were sent. The class list utilized the Postal Service's national change of address database along with using certain proprietary and other public resources to verify addresses. the requirements of Fed.R.Civ.P. 23(c)(2), Fed.R.Civ.P. 23(e) (l), and Due Process....

The Court finds and concludes that the mechanisms and methods of notice to the class as identified were reasonably calculated to provide all notice required by the due process clause, the applicable rules and statutory provisions, and that the results of *the efforts of Angeion were highly successful and fulfilled all of those requirements.*

#### **FUENTES v. UNIRUSH, LLC D/B/A UNIRUSH FINANCIAL SERVICES**

##### **Case No. 1:15-cv-08372 (S.D.N.Y.)**

The Honorable J. Paul Oetken (May 16, 2016): The Court approves, as to form, content, and distribution, the Claim Form attached to the Settlement Agreement as Exhibit A, the Notice Plan, and all forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits B-D, thereto, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the Settlement Class of the pendency of the Actions, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

#### **IN RE: WHIRLPOOL CORP. FRONTLOADING WASHER PRODUCTS LIABILITY LITIGATION**

##### **MDL No. 2001/Case No. 1:08-wp-65000 (N.D. Ohio)**

The Honorable Christopher A. Boyko (May 12, 2016): The Court, having reviewed the proposed Summary Notices, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan for distributing and disseminating each of them will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

#### **SATERIALE v. R.J. REYNOLDS TOBACCO CO.**

##### **Case No. 2:09-cv-08394 (C.D. Cal.)**

The Honorable Christina A. Snyder (May 3, 2016): The Court finds that the Notice provided to the Settlement Class pursuant to the Settlement Agreement and the Preliminary Approval Order has been successful, was the best notice practicable under the circumstances and (1) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, their right to

object to the Settlement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, Due Process, and the rules of the Court.

#### **FERRERA v. SNYDER'S-LANCE, INC.**

##### **Case No. 0:13-cv-62496 (S.D. Fla.)**

The Honorable Joan A. Lenard (February 12, 2016): The Court approves, as to form and content, the Long-Form Notice and Short-Form Publication Notice attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits 1 and 2 to the Stipulation of Settlement. The Court also approves the procedure for disseminating notice of the proposed settlement to the Settlement Class and the Claim Form, as set forth in the Notice and Media Plan attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits G. The Court finds that the notice to be given constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution.

#### **SOTO v. THE GALLUP ORGANIZATION, INC.**

##### **Case No. 0:13-cv-61747 (S.D. Fla.)**

The Honorable Marcia G. Cooke (June 16, 2015): The Court approves the form and substance of the notice of class action settlement described in ¶ 8 of the Agreement and attached to the Agreement as Exhibits A, C and D. The proposed form and method for notifying the Settlement Class Members of the settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to the notice. The Court finds that the proposed notice is clearly designed to advise the Settlement Class Members of their rights.

#### **OTT v. MORTGAGE INVESTORS CORPORATION OF OHIO, INC.**

##### **Case No. 3:14-cv-00645 (D. Or.)**

The Honorable Janice M. Stewart (July 20, 2015): The Notice Plan, in form, method, and content, fully complies with the requirements of Rule 23 and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled thereto. The Court finds that the Notice Plan is reasonably calculated to, under all circumstances, reasonably apprise the persons in the Settlement Class of the pendency of this action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the Settlement Class.

#### **IN RE: POOL PRODUCTS DISTRIBUTION MARKET ANTITRUST LITIGATION**

##### **MDL No. 2328/Case No. 2:12-md-02328 (E.D. La.)**

The Honorable Sarah S. Vance (December 31, 2014): To make up for the lack of individual notice to the remainder of the class, the parties propose a print and web-based plan for publicizing notice. The Court welcomes the inclusion of web-based forms of communication in the plan. The Court finds that the proposed method of notice satisfies the requirements of Rule 23(c)(2)(B) and due process. The direct emailing of notice to those potential class members for whom Hayward and Zodiac have a valid email address, along with publication of notice in print and on the web, is reasonably calculated to apprise class members of the settlement. Moreover, the plan to combine notice for the Zodiac and Hayward settlements should streamline the process and avoid confusion that might otherwise be caused by a proliferation of notices for different settlements. Therefore, the Court approves the proposed notice forms and the plan of notice.

**A \$17.5 million class action settlement has been reached on behalf of all persons insured by Louisiana Farm Bureau Insurance Company who have made a claim for first party total loss, which claim Louisiana Farm Bureau Insurance Company evaluated using Mitchell Work Center Total Loss, from July 1, 2013 to April 1, 2020.**

*A state court authorized this legal notice. This is not a solicitation from a lawyer.*

This notice is authorized by the Court to inform you that a settlement has been reached in a class action lawsuit about (a) whether Louisiana Farm Bureau Casualty Insurance Company ("Louisiana Farm Bureau" or "Defendant") improperly valued and/or adjusted total loss automobile damage insurance claims for automobile insurance policyholders for less than Louisiana Farm Bureau was required by law or contract to pay, and (b) the extent of Louisiana Farm Bureau's liability with respect thereto.

The Defendant says that it has done nothing wrong. The Court has not decided who is right because the parties agreed to a settlement. The Court has given preliminary approval to this settlement. The Court will have a hearing to decide whether to finally approve the settlement.

**Who is included in the settlement?** You may be a Class Member if you are a person insured by Louisiana Farm Bureau Insurance Company who have made a claim for first party total loss, which claim Louisiana Farm Bureau Insurance Company evaluated using Mitchell Work Center Total Loss, from July 1, 2013 to April 1, 2020.

**What is the case about?** This lawsuit is principally about whether the Defendant improperly undervalued total loss insurance claims by utilizing a total loss valuation system provided by Mitchell International, Inc. to value such claims instead of basing its evaluation of such claims upon values derived from materials published by NADA or Kelly Blue Book.

**What does the settlement provide?** The settlement creates a \$17,500,000.00 Settlement Amount to pay Class Members, as well as lawyers' fees, expenses, and costs, as approved by the Court, and the costs to administer the settlement.

**How do you ask for a payment?** You need not do anything to be paid for your claim. If you are a class member and you do not opt-out, you will receive your payment after the Settlement becomes Final.

**What are your other options?** If you do not want to be legally bound by the settlement, you must exclude yourself by **DATE** or you will not be able to sue, or continue to sue, the Defendant about the legal claims in this case. If you exclude yourself, you cannot get money from this settlement. If you stay in the settlement you may object to it by filing an objection by **DATE**. The Class Settlement Notice available at **WEBSITE** explains how to exclude yourself or object.

**The Court's Fairness Hearing.** The Court has scheduled a Fairness Hearing starting at **TIME** on **DATE**, at the St. Martin Parish Courthouse, 415 St. Martin Street, St. Martinville, LA 70582. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. The Court will consider whether to approve the settlement, any requested attorneys' fees, expenses, etc., and awards for Class Representatives. If there are objections, the Court will consider them. You may ask to appear at the hearing, either on behalf of yourself or through a representative, but it is not required. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check **WEBSITE**.

**This notice is only a summary. For complete information, visit **WEBSITE** or call 1-XXX-XXX-XXXX.**

## LOUISIANA FARM BUREAU CASUALTY INSURANCE COMPANY - LOUISIANA CLASS

### 16<sup>th</sup> Judicial District Court in and for the Parish of St. Martin, Louisiana

## **Automobile policyholders may be affected by a proposed class action settlement.**

*A state court authorized this legal notice. This is not a solicitation from a lawyer.*

- A settlement has been reached in a class action lawsuit about (a) whether Louisiana Farm Bureau Casualty Insurance Company ("Louisiana Farm Bureau") improperly valued and/or adjusted total loss automobile damage insurance claims for automobile insurance policyholders for less than Louisiana Farm Bureau was required by law or contract to pay, and (b) the extent of Louisiana Farm Bureau's liability with respect thereto.
- In accordance with the terms of the settlement agreement, Louisiana Farm Bureau may fund up to a \$17,500,000.00 to pay holders of valid and timely claims, as well as lawyers' fees, costs, and expenses approved by the Court.
- In the class action, it was alleged that Louisiana Farm Bureau improperly undervalued total loss insurance claims by utilizing a total loss valuation system provided by Mitchell International, Inc. to value such claims instead of basing its evaluation of such claims upon values derived from materials published by NADA or Kelly Blue Book. Louisiana Farm Bureau Company does not admit liability but wishes to avoid the costs, expenses, and uncertainties of this complex litigation.
- The fact that you are receiving this notice does not mean that you are necessarily a member of the class entitled to payment. However, you may receive payment from the class action only if you timely file a valid claim. If you do not timely file a valid claim, you will get no payment. The amount, if any, of any payment to you must be determined under the terms of the Settlement Agreement by a Special Master appointed by the Court.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.
- 

| YOUR LEGAL RIGHTS AND OPTIONS |                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DO NOTHING</b>             | If you are a member of the class and wish to stay in the litigation, you need not do anything and you will be bound by its terms on the Effective Date.                                                                                                                                                                                                          |
| <b>EXCLUDE YOURSELF</b>       | You will get no payment from this settlement. This is the only option that allows you to be part of any other lawsuit against Louisiana Farm Bureau or other parties being released about the legal claims resolved in this settlement. Any request to exclude you from the settlement must be postmarked no later than [21 days prior to the Fairness Hearing]. |
| <b>OBJECT</b>                 | Write to the Court about why you don't like the settlement. Objections must be postmarked no later than [21 days prior to the Fairness Hearing].                                                                                                                                                                                                                 |

**GO TO A HEARING**

Speak in Court about the settlement. The Fairness Hearing will start at \_\_\_\_\_ a.m. on April 22, 2025.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made only if the Court approves the settlement and after appeals, if any, are resolved. Please be patient.

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2. Why is the case a class action?
3. Why is there a settlement?

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- 23. How do I get more information?

## BASIC INFORMATION

### 1. Why has this notice been issued?

A Court has authorized this notice because you have a right to know about the proposed settlement of certain claims in this class action lawsuit, including the right to claim money, and about all of your options, before the Court decides whether to give "final approval" to the settlement. If the Court approves the settlement, and after any appeals are resolved, amounts will be paid to holders of valid claims. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who may be eligible for them, and how to get them.

Judge Anthony Thibodeaux of the 16<sup>th</sup> Judicial District Court, St. Martin Parish, Louisiana, is overseeing the case. The case is known as Joseph Harvey Gautreaux, Individually and on behalf of others similarly situated vs. Louisiana Farm Bureau Casualty Insurance Company, No. 081835, Div. "A." The individual who sued is called the Plaintiff. The party they are suing, Louisiana Farm Bureau Casualty Insurance Company ("Louisiana Farm Bureau"), is called the Defendant.

### 2. What is this lawsuit about?

This class action lawsuit generally stems from Louisiana Farm Bureau's past practice of using a total loss valuation system and methodology based on data provided through a valuation system provided by Mitchell International, Inc. instead of using values published by NADA or Kelly Blue Book.

### 3. Why is the case a class action?

In a class action, one or more people like you, called Class Representatives, sue on behalf of others who have similar claims. All of these people are a "Class" or "Class Members." One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

### 4. Why is there a settlement?

Both sides agreed to a settlement to avoid the cost and risk of future litigation, and so that the people affected can get compensation, in exchange for releasing Louisiana Farm Bureau and certain others from all liability and dismissing the settled claims with prejudice. Louisiana Farm Bureau denies any wrongdoing, and the settlement does not mean that Louisiana Farm Bureau did anything wrong or that Louisiana Farm Bureau violated any laws. The Court has approved the following Class Representatives: Joseph Harvey Gautreaux, Wilfred Meaux, Jr., Carolyn Susie Lagneaux, and Yvette Beauchamp. The Class Representative and the lawyers representing her believe the settlement is best for all Class Members.

## WHO IS IN THE SETTLEMENT

To see if you will be affected by this settlement or if you can get anything from this settlement, you first have to determine if you are a Class Member.

### 5. How do I know if I am a part of the settlement?

This alleged improper valuation and adjustment activity generally arose when Louisiana Farm Bureau utilized a total loss valuation system provided by Mitchell International, Inc. to value such claims in lieu of values derived from NADA or Kelly Blue Book. Generally, you may be included in the Class if you are a current or former Louisiana resident and submitted a claim to Louisiana Farm Bureau for damage to a motor vehicle that was determined to be a total loss by Louisiana Farm Bureau, and Louisiana Farm Bureau valued or adjusted your insured loss and tendered

or paid an amount to you in settlement of your claim utilizing the Mitchell Total Loss Vehicle Valuation System and/or Mitchell WorkCenter Total Loss

The Court has specifically decided that the Class Members include:

**All persons insured by Louisiana Farm Bureau Insurance Company who have made a claim for first party total loss, which claim Louisiana Farm Bureau Insurance Company evaluated using Mitchell Work Center Total Loss, from July 1, 2013 to April 1, 2020.**

More specifically, the "Class" or "Class Members" or "Members of the Class" or "Member of the Class" or "Class Definition" or "Class as Defined" shall mean and refer to those individuals previously identified collectively possessing the right to 13,975 claims and to whom Notice was provided informing them or certification of this class and who did not exercise the right to opt out of the litigation after the publication of the initial class notice.

More detailed descriptions of the Class (including the complete definition of the Class) and the Settlement Agreement are available at [website] and in the official records of these proceedings on file with the Clerk of Court for the 16<sup>th</sup> Judicial District Court, St. Martin Parish, [physical address].

#### **6. I'm still not sure if I am included.**

If you are not sure whether you are included in the Class, you can visit the website at [website], call \_\_\_\_\_ for more information, or write to: [Lead Counsel for the Plaintiffs].

### **THE SETTLEMENT BENEFITS**

#### **7. What does the settlement provide?**

Louisiana Farm Bureau will provide \$17,500,000.00 (Seventeen Million Five Hundred Thousand Dollars) to pay valid claims from Class Members, as well as lawyers' fees, expenses, and costs, as approved by the Court. The Settlement Agreement, available at the [website] and in the official records of these proceedings on file with the Clerk of Court, describes all of the details about the proposed settlement.

A portion of the settlement fund will be reserved to pay litigation costs, and the Class Counsel's attorney's fees for work in litigating the case and obtaining this settlement. The settlement fund shall also cover any and all other court costs incurred by Class Counsel, the costs of administering the settlement, and payments to Class Representatives. More details are available in the Settlement Agreement at [website].

#### **8. What can I get from the settlement?**

The value of each claim by members of the Class will be calculated as described and in accordance with the terms of the Settlement Agreement. The amount of each claim payment may be based, in part, on the total number of claims and on the total extent of damages suffered by those who submit claims under each subclass. The exact amount that you could receive from the settlement cannot be determined at this time.

#### **9. Who will oversee the settlement fund?**

An independent Special Master and Class Settlement Fund Account Agent will oversee and administer the settlement. Randi Ellis has been appointed as Special Master and Eisner Advisory Group has been appointed by the Court to be the Class Settlement Fund Account Agent. The Class Settlement Fund Account Agent will calculate the value of each claim at issue under the terms of the Settlement Agreement and then the funds will be distributed pro rata among the Class Members.

## HOW TO GET BENEFITS

### **10. How can I get a payment?**

You need not do anything to be paid for your claim. If you are a class member and you do not opt-out, you will receive your payment after the Settlement becomes Final.

As more fully described in the Settlement Agreement, each Class Member's settlement check will include language so that the Class Member's endorsement and/or deposit thereof will serve as the Class Member's agreement to the terms and conditions in the Settlement Agreement.

### **11. When would I get my payment?**

The Court has scheduled a hearing on April 22, 2025 to decide whether to approve the settlement. If the Court approves the settlement at that time or sometime after that, there may be appeals. Payments to holders of valid claims cannot be made until the appeal process is finished, the settlement is final, and the allocation process has been completed. Please be patient.

### **12. What am I giving up to get a payment or stay in the Class?**

Even if you participate in the settlement, should the settlement become Final, you will release Louisiana Farm Bureau and certain others from all liability for any claims related to this lawsuit. That means you cannot sue Louisiana Farm Bureau and certain others ever again for these claims and your claims will be dismissed with prejudice. The specific claims you will be releasing, called "Released Claims," are described in Section \_\_\_ of the Settlement Agreement that is available at the website and in the official records of these proceedings on file with the Clerk of Court. You will also agree to certain obligations in favor of Louisiana Farm Bureau and certain related parties (see, e.g., Sections \_\_\_ through \_\_\_ of the Settlement Agreement), including but not limited to defending, indemnifying, and holding harmless certain parties against any claim by any person who derives his or her right or claim as a result of or in any way arising out of your claim. The Settlement Agreement describes the relevant lawsuit(s), the Released Claims, and your obligations with specific descriptions, in necessarily accurate legal terminology, so read it carefully. Talk to Class Counsel (see the section on "The Lawyers Representing You") or your own lawyer if you have questions about the relevant lawsuit(s), the Released Claims, and your obligations, or what they mean.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this settlement, but you want to keep the right to sue or continue to sue Louisiana Farm Bureau over the legal issues being settled in this case, then you must take steps to get out of the Class. This is called asking to be excluded from—or sometimes called "opting out" of—the Class. Any Class Members who do not request exclusion will be bound by all of the judgments made by the Court, whether favorable or not.

### **13. If I exclude myself, can I get money from the settlement?**

No. If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. But you may sue, continue to sue, or be part of a different lawsuit against Louisiana Farm Bureau in the future. You will not be bound by the settlement in this lawsuit if you exclude yourself.

### **14. If I do not exclude myself, can I sue later?**

No. Unless you exclude yourself, you give up the right to sue Louisiana Farm Bureau and certain others for all the claims that this settlement resolves. You must exclude yourself from this Class to start or continue your own lawsuit or to be part of any different lawsuit relating to these claims.

### **15. How do I get out of the settlement?**

If you wish to be excluded from the settlement you must, in writing, state that you want to be excluded from the Louisiana Farm Bureau class settlement. You must include your name, the last four digits of your social security number, date of birth, address, telephone number, and signature, and state that saying "I hereby request that I be excluded from the proposed settlement Class in *Joseph Harvey Gautreaux, Individually and on behalf of others similarly situated vs. Louisiana Farm Bureau Casualty Insurance Company*, No. 081835, Div. "A." If you send in an exclusion request on behalf of someone else, you must sign the request and you must also include their name, the last four digits of their social security number, date of birth, and address and describe the capacity in which you are acting (for example, mother, father, etc.). Your lawyer cannot sign an exclusion request for you, and you cannot exclude a class or group of Class Members. And you can't ask to be excluded on the phone or at the website.

You must mail your exclusion request postmarked no later than 30 days prior to the Fairness Hearing to:

Louisiana Farm Bureau Class Action Exclusions

Although not mandatory, it is recommended that you send the mail in some form so that you can have proof of mailing and receipt in the event that an issue later arises.

## **THE LAWYERS REPRESENTING YOU**

### **16. Do I have a lawyer in this case?**

The Court has appointed the following Louisiana lawyers to represent Class Members as "Class Counsel": J.R. Whaley, Kenneth D. St. Pe', Stephen B. Murray, Jr., and Kenneth W. DeJean.

If you want to be represented by a lawyer of your choosing, you may hire one at your own expense. If you need assistance with your claim, Class Counsel will assist you for free. To contact Class Counsel, call \_\_\_\_\_ or write to: [name, address].

### **17. How will the lawyers be paid?**

The amount of the attorney fee will be determined by the Court. The lawyers will ask for a fee not to exceed Forty Percent (40%) percent of \$17,500,00.00, or \$7,000,000.00, and for reimbursement of their out-of-pocket costs incurred in litigating the claims being settled, not to exceed \$ \_\_\_\_\_. Class Counsel will ask the Court to award these amounts from the settlement fund for their work in litigating the case and obtaining the settlement. Defendant and its counsel have agreed not to oppose this fee request. Class Counsel will also ask for \$25,000.00 for each of the Class Representative who helped the lawyers on behalf of the whole Class. The Court may award less than the requested amounts to Class Counsel, or to the Class Representative.

## **OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the settlement or some part of it.

### **18. How do I tell the Court if I do not like the settlement?**

If you are a Class Member, you can object to the settlement if you do not like it or certain parts of it. You must give reasons why you think the Court should not approve the settlement. The Court will consider your views if you properly submit an objection on time. To object, prepare a written statement of the specific reasons you object to the settlement. Please indicate that you are objecting to the Louisiana Farm Bureau Class Settlement, Suit Number 81489, Div. "G." Be sure to include your name, the last four digits of your social security number, date of birth, address, telephone number, and your signature. If you have a lawyer, please provide his/her name, address, and telephone number. You must also include copies of any supporting materials, papers, and legal briefs, along with the names and addresses of any witnesses you or your lawyer will use to support your objection, together with a statement about what they will testify about and a summary of the proposed testimony. You must state in your objection that you are a Class Member. You can hire your own lawyer, at your own expense, to appear with or without you at the Fairness Hearing; but you or your lawyer do not have to appear at the Fairness Hearing in order for the Court to consider your objection. If you or your lawyer intends to speak at the Fairness Hearing about your objection, you also must submit a notice of intent to appear with your objection materials. Any objections must be sent via United States mail, postage prepaid, to the Court, Class Counsel and Defense Counsel at the addresses listed immediately below and must be postmarked no later than 21 days prior to the Fairness Hearing.

| <b>Court</b>                                                                                              | <b>Class Counsel</b>                                                                                                                                                                                                                                                                                                                        | <b>Defense Counsel</b>                                                             |
|-----------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| Clerk of Court<br>St. Martin Parish<br>415 St. Martin Street<br>P.O. Box 308<br>St. Martinville, LA 70582 | John Randall Whaley<br>6700 Jefferson Highway<br>Building 12A<br>Baton Rouge, LA 70806<br><br>Kenneth D. St. Pe'<br>700 St. John St., Ste. 401<br>Lafayette, LA 70501<br><br>Stephen B. Murray, Jr.<br>650 Poydras Street, Suite 2150<br>New Orleans, LA 70130<br><br>Kenneth W. DeJean<br>Post Office Box 4325<br>Lafayette, LA 70502-4325 | James K. Ordeneaux<br>701 Poydras Street, Suite 3800<br>New Orleans, LA 70139-3800 |

For more information, please see the Court orders at [website] and in the official records of these proceedings on file with the Clerk of Court.

### **19. What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you cannot object to the settlement or to the attorneys' fees or costs, because the case no longer affects you, and you will not receive any settlement payment.

## **THE COURT'S FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the settlement.

### **20. When and where will the Court decide whether to approve the settlement?**

The Court has scheduled a Fairness Hearing starting at \_\_:\_\_ o'clock \_\_.m. on **April 22, 2025**, at the St. Martin Parish Courthouse, 415 St. Martin Street, St. Martinville, LA 70582. (The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [website].) At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. The Court will consider whether to approve the settlement, any requested attorneys' fees, expenses, etc., and awards for Class Representatives. If there are objections, the Court will consider them.

### **21. Do I have to come to the hearing?**

No. Class Counsel will answer questions the Court may have. But, you are welcome to come to court at your own expense. You may also have your own lawyer attend (at your expense), but it is not required.

### **22. May I speak at the hearing?**

You can only speak at the Fairness Hearing if you file a timely objection to the settlement and following the procedures set forth in this notice (see, "Objections to the Settlement" above) and you include with your objection a notice of intent to appear. The date and time of the hearing is shown in question 20 above. You cannot speak at the Fairness Hearing if you exclude yourself.

## **IF YOU DO NOTHING**

### **23. What happens if I do nothing at all and the settlement is approved?**

If you do nothing and the settlement is approved, you will receive benefits from the settlement. However, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Louisiana Farm Bureau and certain others about the claims being settled, ever again.

## **GETTING THE INFORMATION**

### **24. How do I get more information?**

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can visit the website at [website] or the Clerk of Court's office at 415 St. Martin Street, St. Martinville, LA 70582, where you will find the Settlement Agreement, other documents about the settlement, information about the claims process, and other information about the case. Or, you may call [##], or write to the Louisiana Farm Bureau Class Counsel at [name/address].

**16<sup>TH</sup> JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. MARTIN**  
**STATE OF LOUISIANA**

**NO. 081835**

**DIVISION "A"**

**JOSEPH HARVEY GAUTREAUX, INDIVIDUALLY  
AND ON BEHALF OF OTHERS SIMILARLY SITUATED**

**VERSUS**

**LOUISIANA FARM BUREAU CASUALTY INSURANCE COMPANY**

**FILED: \_\_\_\_\_**

**\_\_\_\_\_  
DEPUTY CLERK**

**PENDING ACTIONS LIST**

As defined in the Settlement Agreement executed by the Class Representative, through their counsel J. R. Whaley ("Class Counsel"), and Louisiana Farm Bureau Casualty Insurance Company ("Louisiana Farm Bureau"), the Pending Actions are as follows:

**NONE**

**EXHIBIT**  
**3**

**16<sup>TH</sup> JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. MARTIN**

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**VERSUS**

**LOUISIANA FARM BUREAU CASUALTY INSURANCE COMPANY**

**FILED: \_\_\_\_\_**

**DEPUTY CLERK**

**ORDER OF PRELIMINARY APPROVAL  
OF PROPOSED SETTLEMENT**

**Except as otherwise expressly provided below or as the context otherwise requires, all capitalized terms used in this Order of Preliminary Approval of Proposed Settlement shall have the meanings and/or definitions given them in the Settlement Agreement (“Settlement Agreement”) entered into by or on behalf of Class Counsel, the Class, and Louisiana Farm Bureau Casualty Insurance Company. The original of the Settlement Agreement is filed in these proceedings as Exhibit A to the Joint Motion for Preliminary Approval of Proposed Settlement (the “Joint Motion”) signed by or on behalf of the Class and Louisiana Farm Bureau Casualty Insurance Company.**

On considering the Joint Motion for Preliminary Approval of Proposed Settlement, filed by (a) the Class, as represented by Class Counsel, and (b) Louisiana Farm Bureau Casualty Insurance Company, for preliminary approval of the Settlement Agreement and the settlement set forth therein as fair, reasonable, and adequate, the evidence submitted to the Court by the Parties in support of this motion, the record of these proceedings, the recommendation of counsel for the moving parties, and the requirements of law, the Court finds, upon preliminary review, that (1) this Court has jurisdiction over the subject matter and parties to this proceeding; (2) the proposed Settlement Agreement is the result of arms-length negotiations between the parties; (3) the proposed Settlement Agreement is not the result of collusion; (4) the settlement as proposed in the Settlement Agreement bears a probable, reasonable relationship to the claims alleged by the plaintiffs and the litigation risks of the settling parties; and (5) the settlement as proposed in the Settlement Agreement is within the range of possible judicial approval. **ACCORDINGLY:**

**IT IS ORDERED** that:

(1) The Settlement Agreement and the settlement set forth therein and all exhibits attached thereto and/or to the Joint Motion are preliminarily approved by the Court as being fair, reasonable, and adequate, entered into in good faith, free of collusion to the detriment of the Class, and within the range of possible judicial approval and that, for purposes of this settlement only, the Court finds that the Class is appropriate for class certification under applicable law. Class Members must opt out of the class or object to the settlement in the manner described in the Notice no later than 30 days before the fairness hearing.

(2) Huntington National Bank is hereby approved and appointed as the Class Settlement Fund Account Agent under the Settlement Agreement.

(3) Except as otherwise provided in the Settlement Agreement, the Class Settlement Fund Account shall be maintained and managed with interest under the supervision and orders of the Court.

(4) No disbursements from the Class Settlement Fund Account shall be permitted, except in accordance with the Settlement Agreement, unless and until approval by this Court.

(5) Any contingency fee contracts affecting the representation of Plaintiffs in the Class Action which are dated after the date of this Order of Preliminary Approval of Proposed Settlement shall not be enforceable without approval of the Court unless related to the representation of an Opt-Out Party. All contingency fee contracts shall be provided to Class Counsel, the Court, and the Special Masters.

(6) This Court shall maintain continuing jurisdiction over these settlement proceedings to assure the effectuation of the Settlement Agreement, including the distribution of settlement funds according to the Settlement Agreement.

(7) The Court shall enjoin and stay the commencement and/or prosecution of any and all actions and proceedings (including discovery) related to the Class Action by, on behalf of, or through any Class Members against any of the Released Parties (**excluding therefrom, however, those proceedings with the Class Action necessary to obtain certification of the Class and final approval of the settlement embodied in the Settlement Agreement**), during the pendency

of these settlement proceedings and until further ordered by this Court; such stay and injunction to prohibit any action related to the Action from being certified as a class action.

(8) The Court hereby Orders that Louisiana Farm Bureau Casualty Insurance Company is authorized to disclose to Class Counsel and the Special Master, Claims Administrator and Notice Administrator the names and best available contact information concerning potential class members and other relevant information concerning claimants.

(9) Any and all claims by Louisiana Farm Bureau Casualty Insurance Company against third-parties to the Settlement and Settlement Agreement, including without limitation Mitchell International, Inc., are reserved.

The Clerk of Court is hereby instructed to provide mail notice of this Order of Preliminary Approval of Proposed Settlement to those persons identified in the attached mail notice list.

THUS DONE AND SIGNED, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025,  
at \_\_\_\_\_, Louisiana.

\_\_\_\_\_  
HONORABLE ANTHONY THIBODEAUX  
DISTRICT JUDGE, DIVISION A  
16<sup>TH</sup> JUDICIAL DISTRICT COURT

**16<sup>TH</sup> JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. MARTIN**

**STATE OF LOUISIANA**

**NO. 081835**

**DIVISION “A”**

**JOSEPH HARVEY GAUTREAUX, INDIVIDUALLY  
AND ON BEHALF OF OTHERS SIMILARLY SITUATED**

**VERSUS**

**LOUISIANA FARM BUREAU CASUALTY INSURANCE COMPANY**

**FILED: \_\_\_\_\_**

**\_\_\_\_\_  
DEPUTY CLERK**

**FINAL ORDER AND JUDGMENT**

There came for hearing commencing on the \_\_\_\_ day of \_\_\_\_\_, 2025, the motion of the Settlement Class and Plaintiff for: (1) entry of a final order and judgment finally approving the terms of the Settlement Agreement and the settlement contained therein and all exhibits thereto as fair, reasonable and adequate in accordance with Louisiana Code of Civil Procedure article 594; (2) dismissal with prejudice of all Released Claims; (3) dismissal with prejudice of Louisiana Farm Bureau Casualty Insurance Company (“Louisiana Farm Bureau”) from the action; (4) a finding that the objections, if any, to the fairness, reasonableness and adequacy of the settlement are without merit; (5) a finding that the notice given to Settlement Class members and other interested persons of the proposed settlement and all related procedures and hearings complies with all requirements of state and federal constitutions, laws, and rules, including but not limited to due process; (6) a bar order precluding Settlement Class members from filing or prosecuting actions asserting the Released Claims against the Released Parties; and (7) the issuance of related orders for the effectuation of the settlement.

Having reviewed the proposed Settlement Agreement and all attached exhibits thereto; afforded all parties to the action, including the Settlement Class members, the opportunity to be heard on the terms and conditions of the proposed settlement at the fairness hearing commencing on the \_\_\_\_ day of \_\_\_\_\_, 2025; ordered the issuance of proper, comprehensive and adequate notice consistent with due process of law; reviewed the record of this proceeding, including without limitation this Court’s order granting preliminary approval to the settlement and other previous orders; considered all factors which pertain to the approval or disapproval of the

proposed settlement of a class action, including all evidence offered at the fairness hearing; considered the representations and argument of Class Counsel; and considered the relevant law, including without limitation Louisiana Code of Civil Procedure article 591 *et seq.*; and

Having been presented with no objections as to the fairness, reasonableness and adequacy of the proposed settlement; and, having determined and concluded that the proposed settlement is fair, reasonable and adequate and in the best interests of the Settlement Class, based upon all of the relevant factors, which include the following: (1) the absence of any fraud or collusion among the settling parties to the detriment of the Class; (2) the probability of further complex, extensive and costly litigation extending over a period of many years; (3) the stage of the proceedings; (4) the probability of the Settlement Class members' likelihood of success on the merits and benefit to the Settlement Class if the litigation should ultimately be successful to the Settlement Class; (5) the potential range of recovery; (6) the approval of the settlement by the Plaintiff and by experienced Class Counsel; and (7) the lack of any opposition to the settlement;

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:**

1. **Except as elsewhere provided herein or as the context otherwise requires, all capitalized terms used in this Final Order and Judgment shall have the definitions given them in the Settlement Agreement entered into by or on behalf of the Settlement Class, the Plaintiffs, Class Counsel, Louisiana Farm Bureau Casualty Insurance Company, including without limitation the following:**
  - a. "Released Claims" shall have the meaning assigned to that term by the Settlement Agreement.
  - b. "Effective Date" shall have the meaning assigned to that term by the Settlement Agreement.
  - c. "Released Party" or "Released Parties" shall have the meaning assigned to that term by the Settlement Agreement.
  - d. "Settlement Class" shall be the settlement class certified by the Court and has the meaning assigned to that term by the Settlement Agreement.
  - e. The Settlement Agreement and the settlement contained therein including any amendments, all terms and conditions thereto and all attached addenda and exhibits, are now finally approved by the Court pursuant to applicable law, including but not limited to Louisiana Code of Civil Procedure article 594, as fair, reasonable and adequate and in the best interests of the Settlement Class.
2. **Each and every term, provision, condition and agreement of the Settlement Agreement, including all addenda, exhibits and amendments thereto, apply to and are adopted, incorporated, and made part of this Final Order and Judgment as if copied herein in their entirety and shall be effective, implemented and enforced as provided in the Settlement Agreement.**

3. For settlement purposes only, and pursuant to Louisiana Code of Civil Procedure article 591(B)(1), (B)(2), (B)(3) and (B)(4), the Court certifies the Settlement Class.
4. For settlement purposes only, and pursuant to Louisiana Code of Civil Procedure article 591(B)(1), (B)(2), (B)(3) and (B)(4), the Court finds that the prerequisites of articles 591 and 592 of the Louisiana Code of Civil Procedure are satisfied and that the Settlement Class may be certified for settlement purposes only. Further, for purposes of the Settlement Class only, it is finally determined that: (1) the putative Settlement Class members are so numerous that joinder of all members is impracticable; (2) there are a number of questions of law and fact common to the Settlement Class which predominate over any individual questions affecting only individual Settlement Class members; (3) a class action is superior to other available methods for the fair and efficient resolution of the controversy in that, among other reasons, it will avoid the need for costly individual adjudications of Settlement Class members' claims and, in the present circumstances, there will be no further litigation of the issues and no trial of the litigation as to the defendant(s); (4) the claims and defenses of the Plaintiff are typical of the claims and defenses of the Settlement Class; (5) the Plaintiff has and will continue fairly and adequately to protect the interests of the Settlement Class; (6) the Settlement Class is defined objectively in terms of ascertainable criteria, such that the Court may determine the constituency of the Settlement Class for the purposes of the conclusiveness of any judgment that may be rendered in this matter; and (7) the interests of the individual Settlement Class members in controlling the prosecution of separate actions is outweighed by the interests of the class as a whole in bringing this matter to a successful conclusion via the proposed settlement. The Court recognizes that the Released Parties have preserved all of their defenses and objections against and rights to oppose certification of any class for litigation purposes, if the proposed settlement does not become final in accordance with the Settlement Agreement or the Settlement Agreement is terminated for any reason.
5. The notice provided to all putative Settlement Class members, including but not limited to the notice of the proposed settlement, notice of the right to object, notice of the right to opt-out and notice of the fairness hearing, complies with this Court's order of \_\_\_\_\_, 2025.
6. Notices given to Settlement Class members and all other interested parties throughout this proceeding with respect to the certification of the Settlement Class, the proposed settlement, and all related procedures and hearings, including without limitation the notices to putative Settlement Class members and others more fully described in this Court's order of \_\_\_\_\_, 2019, were reasonably calculated under all the circumstances and have been sufficient as to form, content, and manner of dissemination to apprise interested parties and members of the Settlement Class of the pendency of the action, the certification of the Settlement Class, the Settlement Agreement and its contents, Settlement Class members' right to be represented by private counsel at their own cost, and Settlement Class members' right to appear in Court to have their objections heard, and to afford Settlement Class members an opportunity to exclude themselves from the Settlement Class to object to the Settlement Agreement. Such notices complied with all requirements of the federal and state constitutions, including the due process clause, and applicable articles of the Louisiana Code of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Settlement Class.
7. The objections, if any, made to due process, constitutionality, procedures and compliance with law, including but not limited to the adequacy of notice and the fairness of the proposed Settlement Agreement lack merit and are hereby overruled.

8. **The Plaintiff and Class Counsel have fairly and adequately represented all members of the Settlement Class and protected the interests of the Settlement Class.**
9. **The Settlement Agreement was the result of extensive and intensive arm's-length negotiations among highly experienced counsel, with full knowledge of the risks inherent in this litigation.**
10. **The Settlement Agreement is fair, reasonable and adequate in light of the complexity, expense and likely duration of the litigation and in light of the risks involved in establishing liability and damages and in maintaining a class action through trial.**
11. **The Settlement Agreement was entered into in good faith and without collusion.**
12. **The amount of formal or informal oral and/or written discovery, disclosures, and independent investigation conducted in this litigation to date, and the factual record thus compiled, suffices to enable Plaintiff and Class Counsel to make an informed decision as to the fairness and adequacy of the proposed Settlement Agreement.**
13. **The certification of the Settlement Class under article 591 *et seq.* of the Louisiana Code of Civil Procedure is hereby confirmed for settlement purposes only, and the Released Parties reserve the right to object to class certification *de novo* in the event the Settlement Agreement is terminated for any reason or fails to become effective as required by its terms.**
14. **With respect to the Released Claims, the Plaintiff has released and discharged forever all Released Parties. Any and all claims by Louisiana Farm Bureau Casualty Insurance Company against any third-party to the Settlement and the Settlement Agreement, including without limitation Mitchell International, Inc. are reserved.**
15. **The claims released in paragraph 15 specifically extend to claims that the Plaintiff and Settlement Class members do not know or suspect to exist in their favor in connection with the Class Action and the Subject Matter of the Class Action at issue at the time that this Settlement Agreement is executed or at the time that the Settlement Agreement, and the releases contained therein, become effective, which, if known, might have affected their decision to enter into this Settlement Agreement. The Plaintiff and Settlement Class members intentionally and knowingly waive any and all provisions, rights and benefits conferred by any law of the United States, any state or territory of the United States, or any law or principle of common law, quasi-contract, equity, or otherwise which may govern or limit a person's release of unknown claims. The Plaintiff and members of the Settlement Class understand and acknowledge that they may discover facts in addition to or different from those that are currently known or believed to be true with respect to the subject matter of the Released Claims, but that it is their intention fully, finally, and forever to settle and release all of the Released Claims, known and unknown, suspected and unsuspected, without regard to the subsequent discovery or current existence of any such additional or different facts as against the Released Parties and, in furtherance of such intention, the release of these Released Claims shall be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.**
16. **Within seven (7) days of the Effective Date, all Pending Actions (if any) shall be dismissed with prejudice and with each party to bear its own costs, including costs paid through dismissal.**
17. **The Released Claims are hereby dismissed with prejudice, with all parties to bear their own costs except as expressly set forth herein. All Settlement Class members are permanently enjoined and barred from asserting any of the Released Claims against any of the Released Parties, either directly, representatively, derivatively, or in any**

other capacity, whether by a complaint, counterclaim, reconventional demand, defense, or otherwise, in any local, state, or federal court or in any agency or forum wherever located.

18. The proceeds derived from this Settlement, and all interest accrued thereon, shall be maintained in the Class Settlement Fund Account, and no funds shall be transferred or withdrawn therefrom unless and until the occurrence of the Effective Date save and unless otherwise provided in the Settlement Agreement.
19. The Court shall enter a final order of satisfaction of judgment following the Effective Date.
20. The Court shall retain continuing jurisdiction over this action, the Parties, and all Settlement Class members to determine all matters relating in any way to the Final Judgment and Order, the Preliminary Approval Order or the Settlement Agreement, including but not limited to the administration, implementation, interpretation, or enforcement of such orders or the Settlement Agreement.
21. Class Counsel is entitled to reasonable attorneys' fees and costs, in the amount of \_\_\_\_\_ Percent (\_\_\_%) of the Settlement Amount or \$\_\_\_\_\_.00, to be paid from the Settlement Fund as approved by the Court and consistent with the terms of this Settlement Agreement, plus reimbursement of all reasonable and necessary expenses including court costs out of the Settlement Fund.
22. Any contingency fee contract between an attorney who is not among the Class Counsel and a member of the Settlement Class related to the Louisiana Farm Bureau Casualty Insurance Company Class Action that was entered into on or after the date of the Court's Order of Preliminary Approval shall not be enforceable absent approval by the Court.
23. The Court determines that there is no just reason for delay and, accordingly, the Final Order and Judgment is a final judgment and shall be immediately appealable in accordance with the provisions of Article 1915 of the Louisiana Code of Civil Procedure.
24. In the event that the Settlement Agreement does not become effective for any reason, this Final Order and Judgment shall become null and void, and the parties shall be restored to their respective positions *status quo ante*. In such event, the Settlement Agreement and this Final Order and Judgment shall have no force and effect, and neither document may be used or referred to for any purpose whatsoever, and nothing in the Final Order and Judgment shall constitute, be construed as, or be admissible as evidence of an admission by any Released Party that the Class Action or any other proposed class action can be or is properly certified for trial or litigation purposes under article 591 *et seq.*, of the Louisiana Code of Civil Procedure or any other applicable statute or rule.
25. Neither this Final Order and Judgment nor the Settlement Agreement, nor any other document referred to herein or therein, nor any action taken to carry out this Final Order and Judgment, may be construed or used as an admission or concession by the Released Parties of the validity of any claim or any actual or potential fault, wrongdoing, or liability whatsoever. Entering into or carrying out the Settlement Agreement and any negotiations or proceedings related to it shall not be construed as or deemed evidence of an admission or concession as to the denials or defenses of the Released Parties and shall not be offered or received in evidence in any action or proceeding against the Released Parties in any court, administrative agency, or other tribunal for any purpose whatsoever, except as evidence of the settlement or to enforce the provisions of this Final Order and Judgment and the Settlement Agreement, provided that this Final Order and Judgment and the Settlement

**Agreement may be filed in any action against or by the Released Parties to support a defense of *res judicata*, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.**

- 26. The terms of the Settlement Agreement and of this Final Order and Judgment shall be forever binding on all Settlement Class members, as well as their heirs, executors, administrators, successors, and assigns, and their terms shall have *res judicata* and other preclusive effect in all pending and future claims, lawsuits or other proceedings maintained by or on behalf of any such persons to the extent those claims, lawsuits, or other proceedings arise out of or relate in any way to the Released Claims.**
- 27. No Settlement Class members have opted out of the Settlement Agreement.**
- 28. Nothing in this Final Order and Judgment shall preclude any action to enforce the terms of the Settlement Agreement.**

**JUDGMENT RENDERED AND SIGNED** in open court at \_\_\_\_\_,

Louisiana, this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
HONORABLE ANTHONY THIBODEAUX  
DISTRICT JUDGE  
16<sup>TH</sup> JUDICIAL DISTRICT COURT