

16TH 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

**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

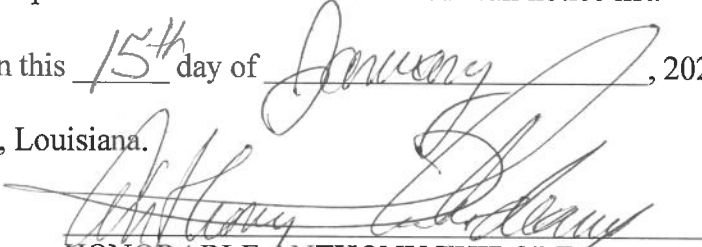
of these settlement proceedings and until further ordered by this Court; such stay and injunction to prohibit any action related to the Action from being certified as a class action.

(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 15th day of January, 2025,
at New Iberia, Louisiana.


HONORABLE ANTHONY THIBODEAUX
DISTRICT JUDGE, DIVISION A
16TH JUDICIAL DISTRICT COURT