

SETTLEMENT AGREEMENT

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

TABLE OF CONTENTS

<u>No.</u>	<u>Section</u>	<u>Page</u>
1	Definitions of Terms of General Application	1
2	General Provisions and Purposes of the Settlement Agreement, Etc.	11
3	Stay Orders.....	14
4	Opt-Out Parties	14
5	Preliminary Approval of the Settlement Agreement	15
6	Final Approval and Effect of the Agreement.....	16
7	Releases.....	19
8	Contributions to and Disbursements from the Class Settlement Fund	19
9	Termination.....	22
10	Additional Obligations.....	24
11	Miscellaneous Provisions.....	26
	List of Exhibits.....	35

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

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

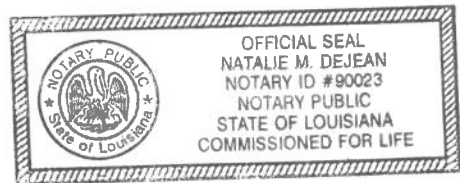
[Signature]
JOSEPH HARVEY GAUTREAUX
Address: 1522 N. Portage Hwy.
Arnaudville, LA 70512

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 6th 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 BRAUNIA 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.

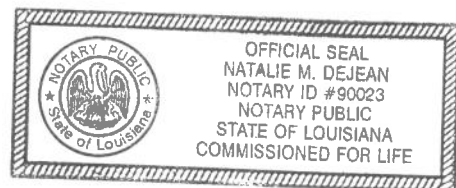
Sworn to and Subscribed before me, Notary, on this the 10th day of January, 2025.



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.

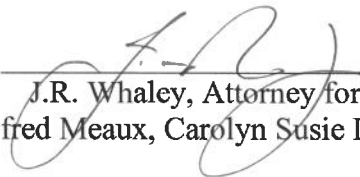
Sworn to and Subscribed before me, Notary, on this the _____ day of _____, 2025.

Notary Public

Notary Identification/Bar No.: _____

My Commission Expires: _____

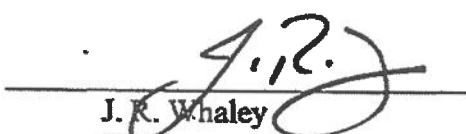
APPROVED AS TO FORM



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

On this 6th day of May, 2025.

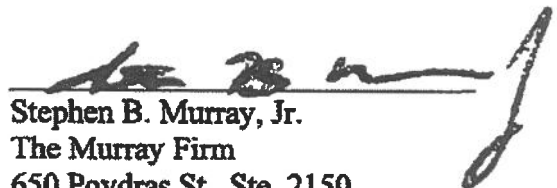
Date: 1/6/2025


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

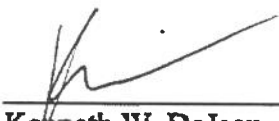
Date: 1/6/2025


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: _____