

CERTIFICATE

JOSEPH GAUTREAUX

STATE OF LOUISIANA

Vs. NO. 81835-A

16th JUDICIAL DISTRICT COURT

LOUISIANA FARM BUREAU CASUALTY
INSURANCE COMPANY

PARISH OF ST. MARTIN

THIS IS TO CERTIFY that on JUNE 17, 2025, Notice of the signing of the FINAL ORDER AND JUDGMENT in this case was mailed to all parties and/or counsel interested therein.

WITNESS my hand at St. Martinville, Louisiana, on JUNE 17, 2025.

CLERK OF COURT

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DEPUTY CLERK OF COURT

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16TH JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. MARTIN

STATE OF LOUISIANA

NO. 081835

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

FILE DIVISION "A"

VERSUS

LOUISIANA FARM BUREAU CASUALTY INSURANCE COMPANY

FILED: _____

DEPUTY CLERK

FINAL ORDER AND JUDGMENT

There came for hearing commencing on the 22nd day of April, 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 22nd day of April, 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.

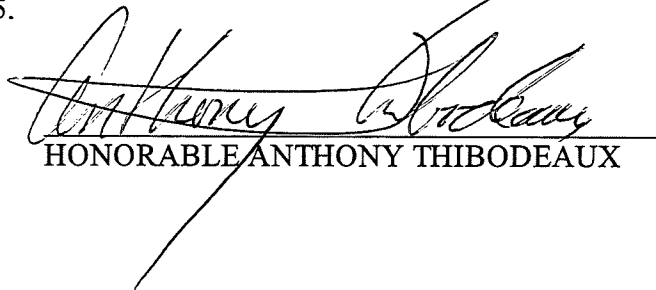
5. The notice provided to all putative Settlement Class members, including but not limited to the notice of the proposed settlement, notice of the right to object, notice of the right to opt-out and notice of the fairness hearing, complies with this Court's order of _____, 2025.
6. Notices given to Settlement 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 January 15, 2025, 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.

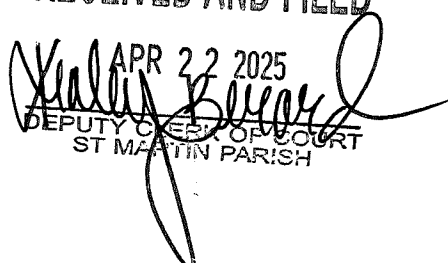
14. With respect to the Released Claims, the Plaintiff has released and discharged forever all Released Parties. Any and all claims by Louisiana Farm Bureau Casualty Insurance Company against any third-party to the Settlement and the Settlement Agreement, including without limitation Mitchell International, 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 Four ty Percent (40%) of the Settlement Amount or \$7,000,000.00, 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 St. Martinville, Louisiana,
this 22 day of April, 2025.


HONORABLE ANTHONY THIBODEAUX

A TRUE COPY
ATTEST 
DEPUTY CLERK OF COURT

RECEIVED AND FILED
APR 22 2025

DEPUTY CLERK OF COURT
ST. MARTIN PARISH

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

FILE

ORDER GRANTING MOTION FOR CLASS INCENTIVE AWARDS

WHEREAS, a hearing on final approval of the Settlement ("Fairness Hearing") was held before this Court on April 22, 2025 for application for class representative incentive payments.

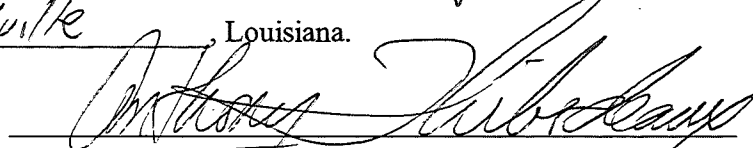
IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Plaintiffs' Motion for Class Incentive Awards is GRANTED.

The Court finds that there is good cause to award an incentive payment to each of the Class Representatives from the total settlement fund of \$17,500,000.00 in the following amounts:

- Joseph Harvey Gautreaux: \$25,000.00
- Wilfred Meaux, Jr.: \$25,000.00
- Carolyn Susie Lagneaux: \$25,000.00
- Yvette Beauchamp: \$25,000.00
- Total: \$100,000

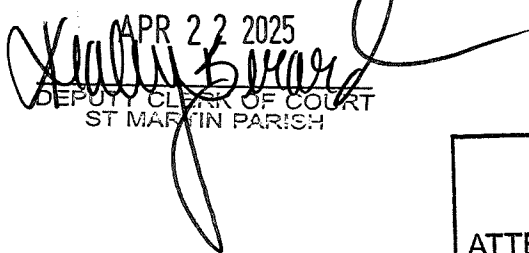
IT IS SO ORDERED.

THUS DONE AND SIGNED, on this 22nd day of April,
2025, at St. Martinville, Louisiana.



HONORABLE ANTHONY THIBODEAUX
DISTRICT JUDGE, DIVISION A

RECEIVED AND FILED

APR 22 2025

DEPUTY CLERK OF COURT
ST. MARTIN PARISH

A TRUE COPY

ATTEST


DEPUTY CLERK OF COURT

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

FILE

FILED: _____

DEPUTY CLERK

ORDER GRANTING CLASS COUNSEL'S PETITION FOR COMMON BENEFIT

ATTORNEYS' FEES AWARD AND COSTS

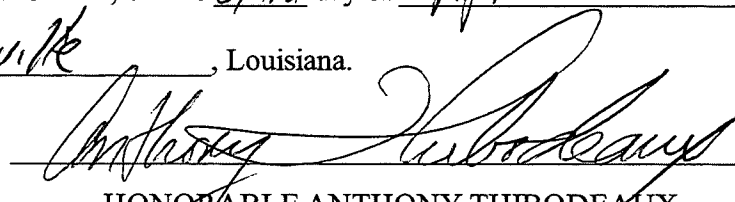
WHEREAS, a hearing on final approval of the Settlement ("Fairness Hearing") was held before this Court on April 22, 2025 and Class Counsel presented a Petition for Common Benefit Attorneys' Fees and Costs.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Petition for Common Benefit Attorneys' Fees and Costs is GRANTED.

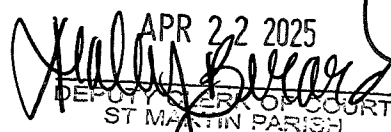
The Court finds that there is good cause to approve the Petition and award Common Benefit Attorneys' Fees of Seven Million Dollars (\$7,000,000.00) from the \$17,500,000.00 fund created from the settlement with Louisiana Farm Bureau and to order that Class Counsel be reimbursed \$286,617.25 in litigation costs expended in prosecution of this matter.

IT IS SO ORDERED.

THUS DONE AND SIGNED, on this 22nd day of April,
2025, at St Martinville, Louisiana.


HONORABLE ANTHONY THIBODEAUX
DISTRICT JUDGE, DIVISION A

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ST MARTIN PARISH

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