

19<sup>th</sup> JUDICIAL DISTRICT COURT FOR THE PARISH OF EAST BATON ROUGE

STATE OF LOUISIANA

NO. 719, 102

DIVISION: 23

ANNA ARDOIN (AKA ANNA POUILLARD) INDIVIDUALLY AND ON BEHALF OF  
THE OTHERS SIMILARLY SITUATED

VERSUS

GO AUTO INSURANCE COMPANY

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

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

**ORDER APPROVING SETTLEMENT  
AND JUDGMENT OF DISMISSAL WITH PREJUDICE**

The parties have reached a settlement in this case. Through an unopposed motion for final approval of class settlement, they seek, among other things, that the Court (1) certify the proposed class for settlement purposes; (2) approve the Class Action Settlement Agreement; (3) find that notice to Settlement Class Members was fair, adequate, and comported with due process; and (4) enter an order finally approving the Settlement and of Final Judgment of Dismissal with Prejudice. For the reasons stated below, the Motion is **GRANTED**.

WHEREAS, Plaintiff Anna Ardoin, individually and on behalf of the proposed Settlement Class, and Defendant GoAuto Insurance Company ("Defendant" or "GoAuto") have agreed, subject to approval by the Court, to settle this Action upon the terms and conditions in the Agreement; and

WHEREAS, the Parties have made an application for final approval of the Settlement of this Action, as set forth in the Agreement; and

WHEREAS, on April 29, 2025, this Court preliminarily approved the Settlement as fair, reasonable, and adequate, ordered that Notice be directed to the Settlement Class as set forth in the Settlement, and preliminarily certified the Settlement Class; and

WHEREAS, on July 9, 2025, Class Counsel filed a Motion for Attorneys' Fees and Costs and Service Award; and

WHEREAS, all capitalized terms used herein shall have the same meaning as set forth in the Agreement and are hereby incorporated by reference, and this Order incorporates by reference the definitions in the Agreement; and

*Olivia Kirksey*

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WHEREAS, Plaintiff was appointed as the Class Representative; and

WHEREAS, GoAuto and Class Counsel have satisfactorily demonstrated to the Court that the Notice Plan was followed as agreed to in the Agreement and ordered by the Court; and

WHEREAS, a Final Fairness Hearing was held on August 11, 2025, at which all interested persons were given an opportunity to be heard, and at which there were no objections lodged to the Settlement; and

The Court has read and considered the Agreement and the exhibits and has considered all papers filed and proceedings had herein, and is otherwise fully informed, and for good cause appearing,

**IT IS ORDERED:**

1. This Order incorporates the definitions in the Agreement.
2. The Court possesses jurisdiction over the subject matter of this Action and over all Parties to this Action.
3. The Court approves the Agreement, and finds the Settlement to be fair, reasonable, and adequate to the Settlement Class members. Such finding, however, is not to be deemed an admission of liability by GoAuto or a finding of the validity of any claims asserted in the Action.
4. The Court finds the Class Notice constituted the best notice practicable, and constituted valid and sufficient notice to all Persons entitled thereto, complying fully with the requirements of due process and the notice requirements of La. C.C.P. art. 594(A).
5. The Court appoints Plaintiff as Class Representative and Normand PLLC, Edelsberg Law, P.A., Shamis & Gentile, P.A., and Herman, Katz, Gisleson & Cain, as Class Counsel.
6. The Court reaffirms and appoints Epiq as the Settlement Administrator.
7. Consistent with the Agreement, the Court certifies for purposes of settlement the Settlement Class as defined in the Preliminary Approval Order, subject to the exclusions set forth therein.
8. The Court confirms, for the purpose of settlement, that the requirements of La. C.C.P. art. 591 have been met as to the Settlement Class. As such, the Settlement Class, as defined in the Settlement Agreement, is certified for purposes of settlement.
9. The Court finds that the Settlement is fair, reasonable, adequate, and in the best interest of the Class Members (see La. C.C.P. art. 594), given (i) the arm's-length negotiations; (ii) the lack of evidence of any fraud or collusion; (iii) the complexity, expense, and likely duration of the

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litigation; (iv) the stage of the proceedings and discovery completed; and (v) the opinion of Class Counsel, the Class Representative, and Settlement Class Members. The Court notes there are zero objections lodged by Settlement Class Members, which strongly supports approval of the Settlement. *See generally, e.g., In re Oil Spill*, 295 F.R.D. 112, 150 (E.D. La. 2013) (noting that “one indication of the fairness of a settlement is the lack of or small number of objections”); *Quintanilla v. A & R Demolition Inc.*, No. H-04-CV-1965, 2008 U.S. Dist. LEXIS 37449, 2008 WL 9410399, \*5 (S.D. Tex. May 7, 2008) (“If only a small number of objections are received, that fact can be viewed as indicative of the adequacy of the settlement.”); *Armstrong v. Kimberly-Clark Corp.*, No. 3:20-CV-3150-M, 2024 U.S. Dist. LEXIS 45038, at \*15 (N.D. Tex. Mar. 14, 2024) (“The lack of objections is indicative of the adequacy of the Settlement.”); *In re Heartland Payment Sys.*, 851 F. Supp. 2d 1040, 1063, 1068 (S.D. Tex. 2012) (“The fact that only one objection was filed is itself significant” especially where “there has been an energetic notice campaign”).

10. In accordance with the terms of the Settlement and the Preliminary Approval Order, the Parties implemented the Notice Plan approved by the Court. The Settlement Administrator, GoAuto’s counsel, and Class Counsel have confirmed that the Parties complied with the Notice Plan.

11. As such, the Court **GRANTS FINAL APPROVAL OF** the Settlement, and the Parties are hereby directed to consummate the Settlement in accordance with its terms.

12. The class claims in this Action are dismissed in their entirety, on the merits, with prejudice and without leave to amend, and all members of the Settlement Class, the Releasing Parties, and any of their respective heirs, executors, administrators, partners, agents, and the successors and assigns of each of them, shall be forever barred and permanently enjoined from asserting, either directly or indirectly, individually, or in a representative capacity or on behalf of or as part of a class, and whether under State or Federal statutory or common law, any Released Claims against any Released Person.

13. As of the Effective Date, by operation of the entry of the Final Judgment, each Settlement Class Member shall be deemed to have fully released, waived, relinquished and discharged, to the fullest extent permitted by law, all Released Claims that the Released Parties may have against all the Released Persons.

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14. The Court considered the application of attorneys' fees and costs and service awards to the named Plaintiff. "In determining what is a reasonable attorneys fee, Louisiana courts, as well as numerous federal circuits, employ the 'percentage of the fund' approach, as opposed to the 'lodestar' approach." *White v. GMC*, 718 So. 2d 480, 508-09 (La. Ct. App. 1998).

15. The Court finds \$3,500,000.00, in attorneys' fees and costs, which is 19.8% of the of the settlement value of \$17,678,432.00, is fair and reasonable and approves such amount. *See generally, e.g., In re Chinese-Manufactured Drywall Prods. Liab. Litig.*, 424 F. Supp. 3d 456, 498 (E.D. La. 2020) (finding fee between 32% and 37% reasonable); *Poole v. Eicholz Law Firm, P.C.*, No. 11-1546, 2013 U.S. Dist. LEXIS 133462, at \*10-\*11 (E.D. La. Sept. 17, 2013) (discussing empirical studies of attorneys' fees in class action settlements and noting "[m]ost fee awards were between 25 percent and 35 percent"); *id.* at \*11 (approving fee request of 33%); *Poe v. United Ass'n of Journeyman & Apprentices of the Plumbing & Pipefitting Indus. of the United States AFL-CIO Local 198 Health and Welfare Fund*, No. 18-00667-BAJ-SDJ, 2021 U.S. Dist. LEXIS 188683 (M.D. La. Sep. 30, 2021) (approving fees of 33 1/3%); *Regmund v. Talisman Energy USA, Inc.*, No. 4:16-cv-02960, 2021 U.S. Dist. LEXIS 92346, at \*7 (S.D. Tex. May 12, 2021) ("The Court finds that 25% is well within, and in fact, at the lower end of, typical percentage fee awards in class action settlements in the Fifth Circuit."); *Shaw v. Toshiba Am. Info. Sys.*, 91 F. Supp. 2d 942, 972 (E.D. Tex. 2000) ("[T]his Court concludes that attorneys' fees in the range from twenty-five percent (25%) to thirty-three and thirty-four one-hundredths percent (33.34%) have been routinely awarded in class actions.").

16. The requested service award of \$10,000.00 to the named Plaintiff is also eminently reasonable and in accordance with Service Awards consistently approved in federal courts throughout the country. *See, e.g., Liberte Capital Grp. v. Capwill*, No. 5:99-cv-818, 2007 WL 2492461, at \*1 (N.D. Ohio Aug. 29, 2007) ("Incentive awards, where appropriate, generally range from a few thousand dollars to \$85,000.00") (collecting cases); *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998) (approving a \$25,000 incentive award); *Shaw v. Toshiba Am. Info. Sys., Inc.*, 91 F. Supp. 2d 942, 973 (E.D. Tex. 2000) (approving incentive awards of \$25,000 to each of two named plaintiffs); *In re Catfish Antitrust Litig.*, 939 F. Supp. 493, 504 (N.D. Miss. 1996) (approving incentive awards of \$10,000.00 to each of the four named plaintiffs); *Regmund*, 2021 U.S. Dist. LEXIS 92346, at \*14 (approving \$7,500.00 service award as reasonable).

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As such, it is hereby **ORDERED** and **ADJUDGED**:

17. The benefits of the Settlement are fair, reasonable, and adequate. *See* La. C.C.P. art. 594. Further, for purposes of settlement, the proposed Settlement Class meet the requirements of La. C.C.P. art. 591, and the Court therefore certifies the Settlement Class as defined in the Settlement Agreement. Finally, the requested attorneys' fees, costs, and service awards are approved as reasonable, fair, and adequate.

18. All Releasing Parties are hereby barred and enjoined from asserting any Released Claims against the Released Parties. The Released Parties are released from the Released Claims. This Court reserves continuing and exclusive jurisdiction over the Parties to this Agreement, including GoAuto and Settlement Class Members, to administer, supervise, and enforce this Agreement in accordance with its terms.

19. This Final Order and Judgment is a final and appealable order. Specifically, this Final Judgment is a final order in the Action within the meaning and for the purposes of the Louisiana Code of Civil Procedure as to all claims among GoAuto on the one hand, and the Class Representative and all Settlement Class Members on the other, and there is no just reason to delay enforcement or appeal.

20. The hearing set on the docket for October 6, 2025, at 9:30 AM concerning Plaintiff's Unopposed Motion for Attorneys' Fees and Costs and Service Award is cancelled because this Final Judgment resolves that motion.

21. The Clerk of this Court is directed to enter a judgment of dismissal and close this case.

22. Without in any way affecting the finality of this Final Order and Judgment, the Court shall retain continuing jurisdiction for purposes of:

- A. enforcing this Final Judgment and the Agreement;
- B. hearing and determining any application by any Party to the Settlement for a settlement bar order; and
- C. any other matters related or ancillary to any of the foregoing.

IT IS SO ORDERED this 14 day of August, 2025.

I HEREBY CERTIFY THAT ON THIS DAY A NOTICE OF SIGNING OF THE JUDGMENT WAS MAILED BY ME, WITH SUFFICIENT POSTAGE AFFIXED, TO ALL PARTIES DONE AND SIGN ON August 22, 2025

*Alicia Kirksey*

DEPUTY CLERK OF COURT

  
JUDGE TARVALD SMITH

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