

19th 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

GOAUTO INSURANCE COMPANY

FILED: _____ DEPUTY CLERK: _____

**PLAINTIFF'S UNOPPOSED MOTION AND INCORPORATED MEMORANDUM
FOR ATTORNEYS' FEES AND COSTS AND PLAINTIFF'S SERVICE AWARD**

Plaintiff, Anna Ardoin ("Plaintiff"), individually and on behalf of the Settlement Class, respectfully submits this Motion requesting that the Court award attorneys' fees and costs of approximately 19.23%¹ of the estimated value of the settlement of \$17,678,432.00, which is \$3,500,000 to Class Counsel, and a Service Award of \$10,000.00 to Plaintiff Ardoin, in accordance with the terms of the Agreement, and as set forth in the Proposed Order granting final approval of the Agreement.

I. STATEMENT OF THE BASIS FOR THE REQUEST

After years of hard-fought litigation, GoAuto has agreed to settle this class action lawsuit regarding claims for breach of contract that this Court certified for class treatment. This Court preliminarily approved the Settlement Agreement on April 29, 2025. Under the Agreement, Defendant agreed to pay attorneys' fees and costs awarded by the Court up to \$3,500,000.00, which is 19.23% of the estimated \$17,678,432.00 value of the settlement, and to pay a Service Award of \$10,000.00 to the Named Plaintiff. As set forth below, the fee requested by Class Counsel represents the market standard for attorneys' fees and fits comfortably within a substantial body of precedent addressing fee awards in the context of class actions in Louisiana, and the costs and service award requested are reasonable and appropriate.

¹ The true figure is slightly lower, given that class counsel's costs are included the total unopposed fee request herein.

II. MEMORANDUM OF LEGAL AUTHORITY

A. **The Proposed Settlement Is an Excellent Result and Supports the Reasonableness of the Attorneys' Fees Sought.**

Plaintiff has already set forth the terms of the proposed Settlement Agreement, which this Court preliminarily approved, and why they are excellent results and are certainly fair and reasonable to Settlement Class Members, which is set forth in the Motion for Preliminary Approval and the Declaration of Adam Schwartzbaum, attached as Exhibit 2 thereto, and will do so once again in moving for final approval. As such, this fee petition does not repeat such points—suffice it to say that securing 100% of the damages sought that could have been obtained at trial, an extremely tailored and narrow release, a robust Notice plan, and an extremely simple claim process is an excellent result. And that Class Counsel was able to secure such favorable terms in an efficient manner and despite arguably difficult contrary law counsels strongly in favor of approving the attorneys' fees and costs sought here.

B. **The Attorneys Fee Award Constituting 19.23% of the Funds Made Available to the Class Is Eminently Reasonable and Is Less Than the Percentages Often Approved in Other Class Action Settlements.**

La. Code Civ. P. art. 595 authorizes a court to award representative parties in class litigation “their reasonable expenses of litigation, including attorneys’ fees, when as a result of the class action a fund is made available, or a recovery or compromise is had which is beneficial to the class.”

“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. Gen. Motors Corp.*, 97-1028 (La. App. 1 Cir. 6/29/98), 718 So. 2d 480, 508–09, writ not considered, 98-2522 (La. 12/11/98), 729 So. 2d 587, and writ denied, 98-2502 (La. 12/11/98), 729 So. 2d 590, and writ denied, 98-2511 (La. 12/11/98), 729 So. 2d 59 (citing *Bruno v. City of New Orleans*, 639 So. 2d 1201 (La. App. 2d Cir. 1994); *KeyCite Red FlagPillow v. Board of Commissioners*, 425 So. 2d 1267 (La. App. 2d Cir. 1982); *Alexander v. Lindsay*, 152 So. 2d 261, 267 (La. App. 4th Cir. 1963); *Ellis v. Georgia Pacific Corp.*, C.A. No. 26,574, 18th JDC). Courts have long recognized the common fund doctrine, under which attorneys who create a recovery benefitting a group of people may be awarded their fees and costs from the recovery. *See, e.g., Boeing v. Van Gemert*, 444 U.S. 472, 478 (1980). The doctrine serves the “twin goals of removing a potential financial obstacle to a plaintiff’s pursuit of a claim on behalf of a class and of equitably distributing the fees and costs of successful litigation among all who gained from the

named plaintiff's efforts." *In re Gould Sec. Lit.*, 727 F. Supp. 1201, 1203 (N.D. Ill. 1989). This doctrine also ensures that those who benefit from a lawsuit are not "unjustly enriched." *Van Gemert*, 444 U.S. at 478. Courts have significant discretion in choosing the proper percentage. *Id.*

As numerous courts have recognized, "[t]he percentage of the fund method has a number of advantages: it is easy to calculate; it establishes reasonable expectations on the part of plaintiffs' attorneys as to their expected recovery; and it encourages early settlement, which avoids protracted litigation." *United States v. Rawlings*, 9 F.3d 513, 516 (6th Cir. 1993). In addition to being far simpler, awarding a percentage of the fund "directly aligns the interests of the class and its counsel." *Wal-Mart Stores, Inc. v. Visa U.S.A. Inc.*, 396 F.3d 96, 122 (2d Cir. 2005). This method further incentivizes class counsel to obtain the largest possible recovery in the most efficient manner possible. *Id.*; *Rawlings*, 9 F.3d at 516. By contrast, "the lodestar method has been criticized for being too time-consuming of scarce judicial resources. District courts must pore over time sheets, arrive at a reasonable hourly rate, and consider numerous factors in deciding whether to award a multiplier. With the emphasis it places on the number of hours expended by counsel rather than the results obtained, it also provides incentives for overbilling and the avoidance of early settlement." *Rawlings*, 9 F.3d at 516–17. In other words, if fees are awarded based (solely) on a lodestar method, attorneys are incentivized to spin wheels and protract litigation to drive up a larger fee.

The percentage for attorneys' fees and costs of 19.23% requested here falls within the benchmarks set for attorneys' fees in Louisiana and is significantly less than the percentage that has been recognized as reasonable in similar-sized cases. *See In re Chinese-Manufactured Drywall Prods. Liab. Litig.*, 424 F. Supp. 3d 456, 498 (E.D. La. 2020); *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%). Indeed, Louisiana's appellate courts have repeatedly affirmed attorneys' fee awards of up to one-third of the common fund. *See, e.g., Avants v. Kennedy*, 2002-0830 (La. App. 1 Cir. 12/20/02), 837 So. 2d 647, 659, *writ denied*, 2003-0203 (La. 4/4/03), 840 So. 2d 1215 ("Given the vast amount of work performed by the Attorneys over the course of six years as well as the skill, ingenuity and diligence resulting in the creation, preservation and increase of the Settlement Fund, we are unable to say the trial court abused its discretion in awarding the Attorneys a fee of 28% of the Settlement

Fund.”); *Miller & Miller v. Home Inc. Co.*, 625 So. 2d 343 (La. App. 3 Cir. 1993), *writ denied*, 93-2760 (La. 1/7/94); 631 So. 2d 451 (considering the factors found in Rule 1.5 of the Rules of Professional Conduct in determining the reasonableness of the fee to be awarded and upholding a contingency fee award of 33 1/3 %); *Roustabouts, Inc. v. Hamer*, 447 So. 2d 543 (La. App. 1st Cir. 1984) (affirming a 25% attorneys’ fee award, finding it reasonable given the nature of the case, the time and labor involved, the results obtained, and the skill and experience of the attorneys).²

Considering the fee percentages routinely approved by other courts in this Circuit confirms the amount sought here is eminently reasonable, and if anything falls on the lower end of the spectrum.

C. The Fee Award Is Supported by the Factors Louisiana Courts Use to Determine Reasonableness.

“The award of attorney fees from a common fund requires a court to exercise broad discretion by applying a reasonableness standard in setting the fee.” *Avants*, 837 So. 2d at 659. “Three of the most important factors in determining the reasonableness of attorneys fees are 1) the ultimate results obtained; 2) the responsibility incurred; and 3) the amount of money involved.” *State v. Louisiana Land & Expl. Co.*, 2018-890 (La. App. 3 Cir. 5/15/19), 272 So. 3d 937, 939 (citing *Rivet v. State Dep’t of Transp. & Dev.*, 96-145 (La. 9/5/96), 680 So. 2d 1154 (La. 1996)). In determining the amount to be awarded as reasonable attorney fees, the court may also consider “the extent and nature of the services rendered by the attorneys; the labor, time and trouble involved; the results achieved; the character and importance of the matter; the amount of money involved; the learning, skill, and experience exercised; and the difficulty of the legal problems.” *Avants*, 837 So. 2d at 659.

Review of these reasonableness factors confirms that fees constituting 19.23% of the settlement benefit is eminently reasonable here.

1. The ultimate results obtained.

² The settlement also compares favorably to settlements approved in Louisiana federal court. *See, e.g., See, e.g., 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%); *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.”); *Di Giacomo v. Plains All Am. Pipeline*, No. H-99-4137, 2001 U.S. Dist. LEXIS 25532 (S.D. Tex. Dec. 18. 2001) (approving fees of 30%).

The first of the three most important *Rivet* factors is “the ultimate results obtained.” *Louisiana Land*, 272 So. 3d at 939. Class Counsel have achieved an extraordinary settlement that provides Class members with a simple mechanism to secure 100% of the total possible Sales Tax and Regulatory Fees. Normand Decl. ¶ 30. This is particularly excellent result given the robust Notice and simple claims process agreed to and given the inherent risk of no recovery at all. Indeed, because Notice is robust and the claims process is the extremely simple claims process—signing a pre-filled, postage-prepaid claim form and dropping it in the mail or clicking a button on a website—class members will be afforded every opportunity to submit a claim and receive full payment of damages. *Id.* ¶ 33. Here, it is extremely likely that nearly every Class member will actually and physically receive and see the Notice and see that submitting a claim will take a minute or two at absolutely no cost. *Id.*

This result far exceeds amounts that other courts have found to be significantly beneficial and favoring a requested award of attorneys’ fees and costs. *See, e.g., Kemp v. Unum Life Ins. Co. of Am.*, No. 14-0944 2015 U.S. Dist. LEXIS 166164, at *29 (E.D. La. Dec. 11, 2015) (finding this factor favored approval of attorneys’ fees where settlement secured “half” of potential damages); *In re Polyurethane Foam Antitrust Litig.*, 2015 U.S. Dist. LEXIS 23482, at *17 (N.D. Oh. Feb. 26, 2015) (“A settlement figure that equates to roughly 18 percent of the best-case-scenario classwide overcharges is an impressive result in view of these possible trial outcomes.”); *In re Whirlpool Corp. Front-Loading Washer Prods. Liab. Litig.*, No. 1:08-WP-65000, 2016 U.S. Dist. LEXIS 130467, at *49 (N.D. Oh. Sep. 23, 2016) (settlement providing benefits for a “25% weighted average” of potential damages are trial “compares very favorably” to other class settlements); *Shane Grp. Inc. v. Blue Cross Blue Shield of Mich.*, 833 F. App’ x 430, 431 (6th Cir. 2021) (noting that 32% of alleged damages was a “substantial recovery”).

As such, this factor weighs in favor of approving attorneys’ fees and costs here.

2. The responsibility incurred by the attorneys.

The second of the three most important *Rivet* factors is “the responsibility incurred” by the attorneys. *Louisiana Land*, 272 So. 3d at 939. Class Counsel has expended significant time and resources on this action, accumulating a lodestar of over \$1,340,238.00. Normand Decl. ¶ 12; *see also Burford v. Cargill, Inc.*, No. 05-0283, 2012 U.S. Dist. LEXIS 161232, at *8 (W.D. La. Nov. 8, 2012) (because the case required a significant “amount of time and labor... this factor supports a substantial attorney award.”). This time was spent on numerous issues, including (i) pre-suit

investigation; (ii) reviewing and analyzing policies and state laws and regulations; (iii) drafting the Complaint; (iv) propounding written discovery, (v) reviewing troves of production documents, (vi) retaining experts and providing expert reports, (vii) reviewing voluminous claims data produced by Defendant in discovery; and (viii) drafting Plaintiff's motion for preliminary approval. *Id.* ¶ 21.

As such, factor counsels in favor of approving the requested fees and costs.

3. The amount of money involved.

The third of the three most important *Rivet* factors is “the amount of money involved.” *Louisiana Land*, 272 So. 3d at 939. Here, the total amount of potential benefits that GoAuto has agreed to make available for the Settlement Class is approximately \$17,678,432.00. Normand Decl. ¶ 6. This figure is the parties' estimate of the total value of Settlement Class Members' damages. *Id.* The multimillion dollar sum Defendant has made available to satisfy 100% of Settlement Class Members' damages “speak[s] volumes on the issues of ‘the amount money involved’ in this protracted litigation and also helps the courts to understand the ‘responsibility incurred’ by Plaintiffs and their counsel in this litigation.” *Louisiana Land*, 272 So. 3d at 939.

4. The difficulty of the legal problems.

“Most class actions are inherently complex.” *Moore v. Aerotek, Inc.*, No. 2:15-cv-2701, 2017 U.S. Dist. LEXIS 102621, at *10 (S.D. Ohio June 30, 2017). This case is no exception. The proposed settlement here was not reached until Class Counsel had conducted extensive pre- and post-suit analysis and investigation, consulted about the novel and difficult issues raised, thoroughly researched the law and facts, engaged in discovery and extensive data analysis, assessed the risks of prevailing at both the trial court and appellate levels, engaged in contentious litigation, fully briefed a motion to dismiss, and so forth. One court in a substantially similar total-loss class action characterized it as a “complex class action” that involved “novel areas of law.” *Sos v. State Farm Mut. Auto. Ins. Co.*, No: 6:17-cv-890-PGB-LRH, 2021 U.S. Dist. LEXIS 52898, at *10 (M.D. Fla. Mar. 19, 2021).

Notably, Plaintiff sought to recover 100% of Average Sales Tax and 100% of Covered Regulatory Fees under a novel legal theory, specifically, that La. Rev. Stat. § 22:1892(B)(5) requires the payment of such taxes and fees. Section 22:1892(B)(5), La. Rev. Stat., was enacted in 2010. *See* 2010 La. H.B. 1011. Before its enactment, multiple Louisiana state appellate courts held that sales tax was not an element of actual cash value owed by an insurer in the event of a total loss. *State Farm Mut. Auto. Ins. Co. v. Berthelot*, 98-1011 (La. 4/13/99), 732 So. 2d 1230, 1235; *Clark v.*

Clarendon Ins. Co., 2002-1314 (La. App. 3d Cir. 3/26/03), 841 So. 2d 1039. These decisions remain good law and have not been overturned or re-addressed by a Louisiana state appellate court, which the undersigned is aware of. This is significant given Plaintiff sought sales tax as a component of ACV in this action, and likewise seeks Regulatory Fees, which are conceptually like sales tax as it pertains to the actual cash value of an insured vehicle. Further, the Fifth Circuit’s decision in *Sampson v. United Servs. Auto. Ass’n*, 83 F.4th 414, 422 (5th Cir. 2023), which vacated a trial court’s grant of class certification in an ACV case, represents additional challenges for Plaintiff and the Class.

Despite these complexities and hurdles, Class Counsel, in this case, were able to successfully navigate to a favorable settlement. This factor strongly weighs in favor of the attorneys’ fees and costs sought here.³

5. The character and importance of the matter and the labor, time and trouble involved.

This case was taken purely on a contingent basis. Normand Decl. ¶ 18. Additionally, Class Counsel only achieved this excellent result for all Settlement Class Members by expending \$100,135.08 in costs and billing \$1,340,238 in attorney’s fees. *Id.* ¶¶12–17. As such, Class Counsel should be “rewarded” for “accepting the risk” of unsuccessful results—the costs of which they would have entirely borne—and yet “achieving successful results.” *See Turner v. Murphy Oil USA, Inc.*, 472 F. Supp. 2d 830, 866 (E.D. La. 2007). This factor counsels in favor of approval of the requested attorneys’ fees and costs. *See Claudet*, 2020 U.S. Dist. LEXIS 103040, at *35 (“Class Counsel litigated this matter on a contingency basis, undertaking significant risk and requiring a substantial financial investment without guaranteed victory...[T]his factor weighs in favor of approval.”); *Bowers v. Windstream Ky. East, LLC*, No. 3:09-CV-440-H, 2013 U.S. Dist. LEXIS 157242, at *13 (W.D. Ky. Oct. 31, 2013) (“Given the huge risk to counsel in taking this case on a contingency basis, to award fees and expenses based on one-third of the direct cash payments credit and rebates in the case is most reasonable and fair”) (cleaned up); *see also Carr v. Guardian Healthcare Holdings, Inc.*, 2022 U.S. Dist. LEXIS 32094, at *8 (S.D. Oh. Jan. 19, 2022)

³ Of course, this inherently means the skill required to navigate such issues was significant—and as such, the “skill required” factor also counsels in favor of approving the requested amount in attorneys’ fees and costs. *See, e.g., Claudet v. Cytec Ret. Plan*, No. 17-10027, 2020 U.S. Dist. LEXIS 103040, at *34 (E.D. La. Jun. 12, 2020) (finding this factor weighed in favor of approving the requested fees and costs because “[t]he challenging legal questions and the nature of the class action required Class Counsel to have specialized knowledge and legal skill in order to reach a favorable outcome.”).

(approving fees equal to one-third of class recovery in part because “Class Counsel litigated this case on a wholly contingent basis with no guarantee of recovery.”).

6. The experience, ability, and reputation of the attorneys

Class counsel have extensive experience litigating cases involving whether sales tax and/or transfer fees are included in the actual cash value of insured vehicles across the county and have secured dozens of million-dollar and multi-million-dollar settlements, evincing extensive knowledge of the claims and defenses at issue. Normand Decl. ¶ 26 & Composite Ex. 1 thereto; *see also BleachTech, LLC v. UPS, Inc.*, 2022 U.S. Dist. LEXIS 128736, at *25-26 (E.D. Mich. Jul. 20, 2022) (“[T]he skill of legal counsel should be commensurate with the novelty and complexity of the issues, as well as the skill of the opposing counsel. Litigation of this action required counsel highly trained in class action law and procedure as well as the specialized issues presented here.”). This factor strongly counsels in favor of the requested attorneys’ fees and costs here.

D. The Court Should Approve Ardoin’s Application for a Service Award.

As noted above, a \$10,000.00 Service Award is sought for Plaintiff Anna Ardoin as Class Representative. While the Settlement provides for a modest Service Award to Ms. Ardoin to compensate her for filing the Action and the time she dedicated to the prosecution of this Action for the benefit of the Class, courts recognize that such contribution awards are appropriate and do not grant preferential treatment. *See Fairway Med. Ctr., L.L.C. v. McGowan Enters.*, No. 16-3782 DIVISION (3), 2018 U.S. Dist. LEXIS 50403, at *8 (E.D. La. Mar. 27, 2018) (“Courts have held that service awards are an efficient and productive way to encourage members of a class to become class representatives.”). And the proposed \$10,000.00 Service Award falls well within the range of awards approved by numerous courts. *See Kemp v. Unum Life Ins. Co. of Am.*, No. 14-0944 SECTION: "G" (3), 2015 U.S. Dist. LEXIS 166164, at *22 & n.92 (E.D. La. Dec. 11, 2015) (“Courts within the Fifth Circuit have approved [] incentive awards [of \$5,000.00], and even much larger ones, calculated as a percentage of the total settlement recovery.”) (collecting cases); *see also Jenkins v. Trustmark Nat’l Bank*, 300 F.R.D. 291, 306 (S.D. Miss. 2014) (approving requested service awards of \$5,000 apiece to seven named plaintiffs from a total settlement fund of \$4,000,000); *Camp v. Progressive Corp.*, No. 01-2680, 2004 U.S. Dist. LEXIS 19172, 2004 WL 2149079, at *7 (E.D. La. Sept. 23, 2004) (Wilkinson, M.J.) (awarding a total of \$102,000 in incentive payments from a total settlement fund of \$5,400,000); *Spicer v. Chi. Bd. Options Exchange, Inc.*, 844 F. Supp. 1226, 1267-68 (N.D. Ill. 1993)

(reviewing cases where incentive awards range from \$5,000.00 to \$100,000.00, and approving \$10,000.00 to each named plaintiff).

The service award requested is appropriate here considering the efforts made by Plaintiff Ardoin to protect the interests of the Settlement Class, the time and effort expended pursuing these matters, as well as the substantial benefit recovered for the Class. Plaintiff regularly communicated with Class Counsel, reviewed documents, assisted and participated in settlement negotiations, and generally acted in a fashion that was consistent with a class representative of the highest ethical standards, including appearing for deposition and providing live, in-person testimony at the class certification hearing. Normand Decl. ¶ 24. A Service Award is warranted here given Plaintiff was essential to Class Counsel's ability to prepare and bring this case and, at \$10,000.00, is comfortably within the range of Service Awards that have been held reasonable by Fifth Circuit district courts and other courts throughout the country.

Thus, Class Counsel respectfully requests that this Court grant the Service Award to the Plaintiff.

CONCLUSION

Plaintiff respectfully requests the Court approve the requested amounts in attorneys' fees and costs and for the Service Award, and enter an order of final approval including the content of the proposed Order which will be submitted with Plaintiff's Motion for Final Approval, including, as relevant here:

1. Approving Defendant's agreement to pay and directing payment of attorneys' fees and costs of \$3,500,000.00, in accordance and under the terms of the Agreement;
2. Approving Defendant's agreement to pay and directing payment of the Service Award of \$10,000.00 to the Named Plaintiff.

Dated: July 7, 2025

Respectfully submitted,
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**Admitted Pro Hac Vice
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CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing has been served upon all counsel of record by e-mail on this 7th day of July 2025.

/s/ Soren Gisleson

19th 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

GOAUTO INSURANCE COMPANY

FILED: _____ DEPUTY CLERK: _____

DECLARATION OF EDMUND A. NORMAND, ESQ.

1. My name is Edmund A. Normand. I am over the age of majority, provide this Declaration voluntarily, and it is based on personal knowledge.

2. I am a partner in the law firm Normand PLLC and am one of several counsel of record representing Plaintiff and the Settlement Class in the above-styled lawsuit.

3. I am a member of the Federal Bar, the Florida Bar, and am certified to practice in the 11th and 5th Circuits, the Middle, Southern, and Northern Districts of Florida, as well as numerous federal district and state courts, and am admitted *pro hac vice* before this Court.

4. This Declaration is submitted in support of the Plaintiff's Unopposed Motion for Attorneys' Fees, Costs and Service Award.

5. This is a class action lawsuit on behalf of GoAuto Insurance Company ("GoAuto" or "Defendant") Louisiana insureds who were insured under a motor-vehicle policy issued by GoAuto with comprehensive and/or collision coverage and submitted a covered first party auto total loss claims with dates of loss during the class period. Settlement Agreement ("Agreement") filed February 24, 2025, ¶ 40. All Settlement Class Members¹ were insured under form auto insurance policies with identical material terms. Agreement ¶ 40.

6. The total amount of potential benefits that GoAuto has agreed to make available for the Settlement Class is approximately \$17,678,432.00. Agreement at ¶ 76. This figure is the parties' estimate of the total value of Settlement Class Members' damages. *Id.*

¹ Capitalized terms herein shall have the definition provided for them in the Agreement.

7. The procedural background recounted in the Motion for Preliminary Approval is true and correct.

8. The Agreement was reached pursuant to arms-length negotiations without collusion. The negotiation process was rigorous and highly contested by sophisticated counsel. Further, there are no side agreements not reflected in the Agreement.

9. The Agreement provides for payment of 100% of Average Sales Tax and 100% of the Covered Regulatory Fees to purchase a comparable motor vehicle to class members who timely submit a valid claim. Agreement ¶ 75.

10. This was a highly contested lawsuit wherein Plaintiff sought to recover Sales Tax and Regulatory Fees under an unsettled legal theory with inconsistent authority. The Agreement resolves these issues in favor of the Settlement Class.

11. The proposed Agreement provides that Class Counsel may apply for, and GoAuto will not oppose, attorneys' fees inclusive of costs of \$3,500,000.00 (approximately 19.23% of the Cash Settlement Benefits). Agreement ¶ 85.

12. The total amount of attorneys' fees expended by class counsel for this case is \$1,340,238.00. There are expected to be an estimated 100 additional hours through the end of the claims payment period and the closing down of the website, class administration and return of discovery materials.

13. In addressing the time expended and lodestar amounts discussed herein, billing judgment was exercised by all firms involved in this litigation, both specifically and generally. Class Counsel intentionally set forth a division of labor to avoid duplication and unnecessary time expended as much as possible. The lawyers and staff exercised billing judgment and did not bill all of the time that we spent on the matter, including time reviewing pleadings and other case documents.

14. I have reviewed the time entries from co-counsel and can attest that similar billing judgment was exercised to similarly avoid the possibility of duplicative or unnecessary time.

15. Based on the time submitted by all class counsel, the total lodestar for all firms is \$1,340,238.00.

16. Class Counsel incurred costs in connection with this case. Normand PLLC incurred costs of \$51,481.44. Edelsberg Law incurred costs of \$22,444.06. Shamis & Gentile incurred costs of \$8,601.64. Herman Katz Gisleson & Cain incurred costs of \$12,607.94. There are expected to

be additional costs incurred by Normand PLLC, including travel to the Final Approval Hearing. Currently, these costs total \$100,135.08. These costs are included in, and reduce, class counsel's fee award. In other words, class counsel's fee request includes costs already incurred.

17. So, under a total estimated lodestar of \$1,340,238.00 (excluding necessary future work), and including the costs of \$100,135.08, the relevant multiplier to get to the unopposed fee request² of \$3,500,000.00 would be 2.43, which is eminently reasonable and within the multiplier range that Louisiana and federal courts have deemed reasonable.

18. This case was taken on a purely contingent basis. Before filing suit, Class Counsel spent many hours investigating Plaintiff's claims against Defendant. Class Counsel gathered information about Defendant's conduct and the impact upon its insureds. This information was essential to Class Counsel's ability to understand the nature of Defendant's conduct, the language of the insurance policy at issue, and potential remedies.

19. In addition, Class Counsel also expended significant resources researching and developing the legal claims at issue. Class Counsel is familiar with the claims as they have litigated and resolved several similar cases with the same factual and legal issues. Class Counsel has experience in understanding the damages at issue, what information is critical in determining class membership, and what data is necessary to calculate each Settlement Class Member's respective damages.

20. I have been class counsel in over 40 cases that have resolved this exact issue of underpayment of ACV in total loss cases. Most cases require significant additional lawyer time in assisting class members with questions about the process and providing help in making a claim.

21. Class counsel devoted substantial time on numerous fact intensive issues, including (i) pre-suit investigation; (ii) reviewing and analyzing policies and state laws and regulations; (iii) drafting the Complaint; (iv) fully briefing various motions, including Plaintiff's Opposition to Defendant's Motion for Class Certification; (v) propounding written discovery, (vi) reviewing troves of production documents, (vii) retaining experts and providing expert reports, (viii) reviewing voluminous claims data produced by Defendant in discovery.

22. Notably, Plaintiff and Class Counsel have expended significant costs—including retaining and paying experts, copying costs, discovery costs, soft costs, and so forth, and have

² The relevant multiplier is derived by adding together class counsels' total lodestar and total costs (\$1,440,373.08) and dividing that figure by the unopposed fee request (\$3,500,000), which equals 2.43 (relevant multiplier).

expended hundreds of hours of time, including reviewing thousands of lines of data in the extensive spreadsheet data, reviewing voluminous documents, litigating multiple motions, briefing Plaintiff's Motion for Class Certification, Plaintiff's Motion for Preliminary Approval, and conducting two oral arguments. Moreover, this litigation has included numerous complicated issues relating to the merits and preliminary approval of the Settlement Class.

23. There is no conflict of interest between the named Plaintiff and the members of the Settlement Class. On the contrary, their interests are perfectly aligned, as this Court found in granting Preliminary Approval. Order Granting Preliminary Approval at ¶ 26.

24. Plaintiff has been an active participant throughout this litigation, including by: (a) gathering and providing documents to counsel to be produced to GoAuto, (b) engaging in the pre-suit investigation process by submitting documents and policies to counsel to review, speaking in person and/or over phone or email to discuss various questions counsel had, (c) conferring with class counsel throughout the litigation, (d) seeking to understand what "class actions" are and what it means to be a fiduciary and a class representative; (e) appearing for deposition; and (f) appearing at the class certification hearing to provide live testimony. Plaintiff is further committed to representing the Settlement Class and ensuring their interests are protected to the best of her ability. Plaintiff was insured under a GoAuto policy and allegedly suffered damages due to GoAuto's failure to pay Sales Tax and Regulatory Fees attendant to the replacement of a totaled vehicle.

25. In entering into the Agreement, Plaintiff manifested her belief that the Agreement reached is beneficial to the Settlement Class.

26. Moreover, I attach the experience and resumes of Class Counsel as Composite Exhibit 1. Between them, Class Counsel has extensive and significant experience in class litigation, complex business litigation, appellate litigation, insurance litigation, and class trials in numerous contexts. Class Counsel have adequately protected the interests of the Settlement Class. Each specific firm's expertise, results and experience are included in Composite Exhibit 1, which is comprised of bios for each firm.

27. The average recovery for each class member is a relatively small amount when compared to the cost of litigating a breach of contract case against a large insurance company.

28. Plaintiff's counsel gained sufficient information about the strengths and weaknesses of the Plaintiff's case to make a reasoned judgment about the desirability of settling the cases on the terms set forth in the Agreement. This included propounding substantial written

discovery, reviewing thousands of pages of production documents, retaining experts and preparing expert reports concerning the entitlement to and computation of class damages, and reviewing voluminous claims data produced by GoAuto in discovery.

29. Through these efforts, Plaintiff has gained a complete understanding of all issues in this litigation. Also Class Counsel has collectively litigated numerous substantively identical claims in Florida, Indiana, Ohio, California, New Jersey, and Georgia—including six cases in which contested class certification was granted and five cases that were litigated through summary judgment—and have, through those cases, obtained comprehensive knowledge of common procedures, practices, data systems, and data retention policies, which have significantly assisted us in assessing the pro and cons of the claims and the likelihood of success.

30. I, along with the rest of Class Counsel, believe that securing 100% of the total possible Average Sales Tax and Regulatory Fees damages is an excellent result for the Settlement Class, particularly given the robust Notice and simple claims process agreed to, and given the inherent risk of no recovery at all.

31. GoAuto asserted and confirmed it would not settle the case absent the claims made structure.

32. My opinion and that of Class Counsel is that the claims-made structure of the Settlement is supported by the following: (1) GoAuto asserted that they would not settle absent a claims-made structure, and Plaintiff secured significantly advantageous relief, robust notice, an extremely simple claims process, and a narrow release; (2) settling on a non-claims made structure would be difficult, timely, and require significant costs which likely would have meant a lesser recovery for each individual Class Member; (3) the Notice—direct, individualized Notice to every class member (twice for class members for whom Defendant have email addresses)—is extremely robust, while the claims' submission process (which includes pre-filled information, prepaid postage return forms, an electronic submission option, and requires mere attestation and a PIN) is extremely simple.

33. Because Notice is robust and the claims process is simple, class members will be afforded every opportunity to submit a claim and receive full payment of damages. Absent the robust notice, Class Counsel's opinion may be different. Absent the extremely simple claims process—signing a pre-filled, postage-prepaid claim form and dropping it in the mail or clicking a button on a website—Class Counsel's opinion may be different. But here, it is extremely likely

that nearly every Class member will actually and physically receive and see the Notice and see that submitting a claim will take a minute or two at absolutely no cost.

34. Attorneys' fees and costs were negotiated after resolution of the class damages.

35. I have extensive experience successfully litigating class actions, including cases very similar to the present case.

36. Between them, counsel for the Plaintiff have extensive and significant experience in class litigation, complex business litigation, appellate litigation, insurance litigation, and hundreds of trials in numerous contexts, as well as experience litigating all over the United States and the State of Louisiana.

37. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Further the declarant sayeth naught.

Dated: July 7, 2025

/s/ Ed Normand
Edmund A. Normand, Esq.
Attorney for Plaintiff and Settlement Class

COMPOSITE EXHIBIT 1

RESUME OF EDMUND A. NORMAND

NORMAND PLLC is a consumer litigation and trial law firm with offices in Orlando, Florida. Founded by Edmund A. Normand, the focus of the firm is complex consumer class action and complex tort litigation.

Mr. Normand has been a member of the Florida Bar since 1990. He gained invaluable, early experience in general tort and medical malpractice cases at his first job working under the tutelage of the late Al Cone, a founder of the Florida Justice Association and one of the preeminent trial lawyers in the history of Florida Civil Trial Law. In 1991, Butch Wooten offered Ed a position to work for the firm of Wooten, Honeywell and Kest, a firm with long history of trial excellence in Orlando since it began in 1966. Mr. Normand then joined the ranks of storied firm alumni that include a former Mayor of Orlando, a former Mayor of Orange County, a United States Senator and eminent sitting Judges in Orange County, Florida. He was elected a shareholder of the firm in 1996. The firm was named Wooten, Kimbrough and Normand P.A. With that firm, Mr. Normand has been honored with the highest Tier One ranking for Orlando in the Best Law Firms Report issued by U.S. News & World Report Magazine for four consecutive years. Ed is now the founder of Normand Law PLLC d/b/a Normand PLLC.

Mr. Normand has been honored for many accomplishments in consumer and personal injury litigation. His current and past professional memberships, court memberships and awards include:

- Florida Justice Association, Chair (Consumer Law Division)
- The American Association of Justice, Treasurer 2024 (Class Action Section)
- Board Certified Civil Trial Lawyer 2002 (re-certification in 2007, 2012, 2017)

RESUME OF EDMUND A. NORMAND

- Orange County Bar Association, Member
- Central Florida Trial Lawyers Association, President 2011
- American Mensa Member
- AVVO (Highest rating)
- AV Preeminent Rated by Martindale-Hubbell
- Certified Public Accountant, Maryland, 1990
- Lexis Counsel Connect, Leader Florida Torts Group
- Admitted to numerous federal district and circuit courts
- ABOTA
- High score recognition Florida Bar Exam
- Chancellor at University of Texas Law School. Since 1912, Chancellors has recognized the law students who have achieved the highest grade point averages in their class through their second year of school.

Mr. Normand has won many significant jury verdicts and settlements in past and present matters including cases involving: Daimler Chrysler, Ford, General Motors, Emeritus Corporation, Disney, Universal, Ace American Insurance Company, Allstate, Covidien, Lasko Manufacturers, Nationwide, State Farm, Orlando Regional Healthcare, Florida Hospital, HCA, The United States of America, The State of Florida, most of the leading insurance companies in the U.S., Wal-Mart, Target, BCBS of Florida, Royal Caribbean and numerous other large corporations. Mr. Normand has also been lead counsel on dozens of class action cases.

Ed Normand is or has been involved in a number of past and present class actions including:

- Mr. Normand served as lead class counsel in *Roth v. Geico Gen. Ins. Co.*, No. 16-62942-Civ-DIMITROULEAS, a certified class of thousands of GEICO insureds who were not paid sales tax or tag and title fees for their total loss leased vehicles. Summary judgment was awarded to the class for all of the damages sought in the case; Final settlement amount \$9,050,000.
- In *Jones v. Geico*, Case No.: 6:17-cv-891-0rl-40KRS (M.D. Fla., filed 2017), summary judgment was entered in favor of a certified class of over 220,000 total-loss insureds for GEICO's failure to pay title and tag transfer fees after a total-loss; Final settlement amount \$28,000,000.

RESUME OF EDMUND A. NORMAND

- In *Venerus v. Avis Budget*, Case No. 6:13-CV-921-CEM-GJK (M.D. Fla, filed 2013), Mr. Normand was appointed class counsel for a certified class of over 200,000 foreign renter customers of Avis Budget who rented a vehicle in Florida. In that case, summary judgment was entered in favor of plaintiff after she proved her allegations that Avis Budget solicited premiums of \$14.43 per day in exchange for the promise to procure an insurance policy from a licensed insurance company, but instead pocketed the premiums and never purchased the insurance policy. Mr. Normand successfully procured a reversal and remand on the denial of class certification; final settlement amount \$33,956,613.
- In *Middleton v. Liberty Mutual*, Case No.:1:18-cv-00464 a class action alleging that Defendants breached their auto insurance policies by failing to pay sales tax to customers who submitted Ohio or Illinois first-party total loss auto claims. Liberty Mutual was ordered to pay sales tax based on the estimated actual cash value of the insured's totaled vehicle used by Liberty Mutual in adjusting the original claim. The total amount awarded was \$5,746,715 for the Ohio Settlement Class Members and \$8,657,285 for the Illinois Settlement Class Members.
- Mr. Normand was lead counsel in *Sos v. State Farm Mutual Insurance Company*, Case No. 6:17-cv-890-orl-18KRS, a class action involving an alleged breach of insurance obligation to pay sales tax or tag and title fees owed to State Farm insureds for their total loss leased vehicles; final judgment was entered awarding full damages of over \$5.3 million to a class of 3,221 insureds, and which concerned leased-vehicle total-loss insureds alleging failure to pay sales tax and title transfer fees.
- In *Casteel-Andrews v. State Auto Mutual Insurance* Case No.: 2:21-Cv-05867-ALM-Cmv a class action alleged that Defendant State Auto Property and Casualty Insurance Company breached its form insurance policies issued to Plaintiff and other insureds by failing to include sales tax in total-loss payments to insureds who sustained a total loss of their insured vehicle; Final settlement amount \$910,000
- Mr. Normand was class counsel in *Smith v. Nationwide Agribusiness Insurance* Case No.: 1:20-cv-00108-JPC. a class action alleged that Nationwide Agribusiness Insurance Company breached its form insurance policies issued to Plaintiff and other insureds by failing to include sales tax in total-loss payments to insureds who sustained a total loss of their insured vehicle; Final settlement amount \$25,190.00
- In *Lomascolo v. Metropolitan Casualty* Case No. 2020 10748 CIDL a class action involving an alleged breach of insurance obligation to pay sales tax or tag and title fees owed to Metropolitan insureds for their total loss leased vehicles; plaintiff recovered 100% of the damages sought in the case.
- In *Ursin v. Liberty Personal Insurance* Case No. 2020 10748 CIDL a class action involving an alleged breach of insurance obligation to pay sales tax or tag and title fees owed to Metropolitan insureds for their total loss leased vehicles; plaintiff recovered 100% of the

RESUME OF EDMUND A. NORMAND

damages sought in the case.

- Mr. Normand served as counsel in *Lomascolo v. Metropolitan Casualty* Case No: 3:21-cv-00286-SDD-RLB a class action involving an alleged breach of insurance obligation to pay sales tax or tag and title fees owed to Metropolitan insureds for their total loss leased vehicles; plaintiff recovered 100% of the damages sought in the case.
- In *Paris v Progressive* Case No.: 19-21761-WPD a class action was filed involving an alleged breach of insurance obligation to pay sales tax or tag and title fees owed to Progressive insureds for their total loss leased vehicles; plaintiff recovered 100% of the damages sought in the case.
- Mr. Normand also served as counsel in *Davis et al v. Geico* Case No. 2:19-cv-02477-GCS-EPD in which alleged breach of insurance obligation to pay sales tax or tag and title fees owed to Geico insureds for their total loss leased vehicles; final settlement amount \$19,850,000.
- In *Arevalo v. USAA TX* Case No.: 2020-CI-16240 a class action lawsuit alleged insureds under separate Texas private passenger auto policies issued for physical damage with comprehensive and/or collision coverages. The Policies required payment of “Actual Cash Value” in the event of a total loss. USAA systematically underpaid Plaintiffs; final settlement amount \$13,597,625.
- Several other class actions in TCPA, insurance, banking and data breach related matters in Florida and other states.

EDELSBERG **LAW**

MIAMI

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ABOUT US

Your Trusted Class Action Law Firm. We are a dedicated class action firm committed to providing wide-ranging legal representation focused on delivering for our clients. Edelsberg Law is one of the top class action and commercial litigation law firms in the country.

THE EDELSBERG LAW PROMISE

Never shying away from litigating large consumer national class actions, Edelsberg Law is trusted by clients across the country to represent their interests and resolve their legal matters.

OUR MISSION

The attorneys and legal professionals at Edelsberg Law take pride in offering the highest caliber legal representation. We strive to help those that need help vindicating their rights and do not shy away from the difficult cases. If we take your case, we promise to work hard, efficient, and in your best interest.

SETTLEMENTS

Defranks V. Nastygal Class Settlement For \$5 Million Case No. 19-Cv-23028 (S.D. Fla 2020), Picton V. Greenway Dodge Class Settlement For \$2,745,000 Case No. 19-Cv-196-Orl (M.D. Fla 2020), Ostendorf V. Grange Indem. Ins. Co. Class Settlement For \$12 Million Case No. 2:19-Cv-1147, 2020 WI 134169 (S.D. Ohio 2020), Banks V. Fuccilloo Affiliates Of Florida Class Settlement For \$1,854,260 Case No. 19-Cv-00227 (M.D. Fla 2020), Goldschmidt V. Rack Room CLASS SETTLEMENT FOR \$25.9 MILLION Case No. 18-CV-21220 (S.D. FLA 2020), PENA V. LEX LAW CLASS SETTLEMENT FOR \$11.5 MILLION Case No. 18-CV-24407 (S.D. FLA 2020), Cortazar V. Ca Ventures Class Settlement For \$600,000 Case No. 19-Cv-22075 (S.d. Fla 2020), Albrecht V. Oasis Power Class Settlement For \$11 Million Case No. 18-Cv-1061 (S.D. Fla 2020), Robley V. Ids Property Casulaty Ins. Co. Class Settlement For \$275,000 Case No. 2019-022263-Ca-01 (Fla. 11th Cir. Ct.), Bracero V. Mendota Ins. Co. Class Settlement For \$1.1 Million Case No. 2019-015886-Ca-01 (Fla. 11th Cir. Ct.), Avila-Preciado V. Horace Mann Property & Casualty Insurance Co. Class Settlement for \$290,000 Case No. 19-Ca-004683 (Fla. 20th Cir. Ct.), Colon V. Direct General Ins. Co. Class Settlement For \$780,000 Case No. 2019-Ca-1636 Oc, (Fla. 9th Cir. Ct.), Junior Et Al. V. Infinity Auto Insurance Company Over \$20 Million Settlement For Unpaid Sales Tax And Certain Fees, Final Approval Pending Case No. 6:18-Cv-01598-Wwbejk (M.D. Fla), Smart Et Al. V. Auto Club Insurance Et Al. Class Settlement For Over \$850,000 Case No. 19-Ca-005580 (Fla. 13th Cir. Ct.), Suarez V. Mapfre Insurance Co. Of Florida Class Settlement For \$800,000 Case No. 2019-020729-Ca-01 (Fla. 11th Cir. Ct.), George V. Peachtree Casualty Insurance Co. Class Settlement For \$580,000 Case No. Ca-19-674 (Fla. 7th Cir. Ct.), Dunleavy V. Surinse Detox Class Settlement For \$500,000 Case No. 18-Cv-25090 (S.D. Fla 2019), Eisenband V. Schumacher Automative Class Settlement For \$5 Million Case No. 9:18-Cv-80911 (S.D. Fla 2019), Poirier V. Cubamax Class Settlement For \$800,000 Case No. 1:18-Cv-23240 (S.D. Fla 2019), Mclean V. Osborn Class Settlement For \$800,000 Case No. 18-Cv-81222 (S.D. Fla 2019), Bloom V. Jenny Craig Class Settlement For \$3 Million Case No. 1:18-Cv-21820 (S.D. Fla 2019), Papa V. Greico Ford Class Settlement For \$4.9 Million Case No. 18-21897 (S.D. Fla 2019), Wijesinha V. Susan B. Anthony Class Settlement For \$1,017,430 Case No. 18-Cv-22880 (S.D. Fla 2019), Halperin V. Youfit Heath Clubs Class Settlement For \$1,418,635 Case No. 18-Cv-61722 (S.D. Fla 2019), Dipuglia V. U.S. Coachways, Inc. Class Settlement For \$2.6 Million Case No. 17-23006-Civ (S.D. Fla 2018), Gottlieb V. Citgo Class Settlement For \$8.3 Million Case No. 9:16-81911 (S.D. Fla 2017), Masson V. Tallahassee Dodge Jeep Chrysler, Llc. Class Settlement For \$850,000 Case No. 1-17-Cv-22967 (S.D. 2017), Stathakos V. Columbia Sportswear Company Obtained Classwide Injunctive Relief Case No. 4:15-Cv-04543 (N.D. California 2017).



SCOTT EDELSBERG

PARTNER

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Scott Edelsberg's broad-based litigation experience representing both plaintiffs and defendants provides him with an invaluable perspective when prosecuting claims on behalf of consumers who have been harmed by corporate wrongdoing.

Scott Edelsberg is the founding partner of Edelsberg Law, PA and focuses his practice in the areas of class actions, consumer fraud and personal injury.

In connection with his representation in class action matters, Edelsberg has litigated cases in multiple state and federal jurisdictions throughout the country, including two multi-district litigation proceedings. In those cases, Edelsberg has won contested class certification motions, defended dispositive motions, engaged in data-intensive discovery and worked extensively with economics and information technology experts to build damages models. His efforts have led to numerous class settlements, resulting in millions of dollars in relief for millions of class members.

Edelsberg is a native of South Florida and earned a Bachelor of Arts degree in Political Science from the University of Michigan. While at Michigan, he was awarded the Michigan Merit Scholar award and served as an intern for the Washtenaw County Public Defender's office. Edelsberg went on to receive a Juris Doctor degree, Cum Laude, from the University of Miami School of Law. While attending law school, he was on the Dean's List, a member of the International and Comparative Law Review, a Merit Scholarship recipient and served as an Equal Justice for America Fellow.

EDUCATION

University of Miami School of Law,
J.D. - 2012

University of Michigan, B.A. - 2009

BAR ADMISSIONS

Florida
California

COURT ADMISSIONS

Southern District of Florida
Middle District of Florida

PRIMARY PRACTICE

Class Action



ADAM SCHWARTZBAUM

PARTNER

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C: 305-725-1245

Adam Schwartzbaum is a Partner at Edelsberg Law in Miami, Florida, where he plays a leading role representing individuals in class action litigation across the country. Adam has a wealth of experience representing both plaintiffs and defendants in state and federal court and at the trial and appellate levels. Adam's passion for using the law to better the lives of ordinary people makes him a fierce advocate for his clients and a champion for justice. Further, Adam has helped recover over \$1.6 billion for his clients over the course of his legal career.

Adam was previously a partner at The Moskowitz Law Firm, where he worked on some of the country's largest class actions and multi-district litigation cases. Adam directly represented many survivors of the Champlain Towers South Condominium Collapse Litigation in the firm's role as lead counsel for the economic loss victims and helped achieve a historic \$1.1 billion settlement. Adam also worked directly with Co-Lead Counsel to help organize and run two federal multi-district litigations: the FieldTurf Artificial Turf Marketing and Sales Practices Litigation, and the Erie COVID-19 Business Interruption Insurance Protection Litigation. Other representative matters include the Transamerica and Lincoln cost of insurance litigation; the COVID-19 student fee cases against Florida public schools, including appeals in all of Florida's District Courts of Appeal; several Ponzi scheme cases on behalf of investors against both principals and aiders and abettors; suits challenging illegal and deceptive and unfair business practices in the insurance industry; and a certified issue class concerning the Fort Lauderdale Water Main Break against Florida Power & Light and several of its subcontractors that was affirmed on appeal and resulted in a trial victory for the certified class. Adam also chaired the firm's busy appellate practice, utilizing his twelve years of appellate experience to lead over a dozen appeals in the Florida District Courts of Appeal and the federal Circuit Courts of Appeal. For example, Adam helped lead a team of lawyers to brief and argue *Cherry v. Dometic*, 986 F.3d 1296 (11th Cir. 2021), an appeal that resulted in an opinion clarifying and revising the "ascertainability" standard to the benefit of class action plaintiffs across the country.

Adam began his legal career with a defense-oriented practice split between appellate and trial level advocacy. At Weiss Serota Helfman Cole & Bierman, Adam represented many local governments, as well as businesses and individuals, in both state and federal court, in a variety of commercial disputes and lawsuits involving complex constitutional and statutory issues. Prior to that, Adam practiced complex commercial litigation at White & Case.

Adam was raised in the Cuban-Jewish community in Miami Beach. He attended Brandeis University as a Justice Brandeis Scholar where he earned a Bachelor of Arts with highest honors and graduated summa cum laude and Phi Beta Kappa. Adam performed a year of national service in Washington, D.C. with City Year before attending the University of Pennsylvania Law School as a Levy Scholar. Adam was a Senior Editor of the University of Pennsylvania Law Review (which published his scholarship) and a member of the Penn Moot Court Board. Adam was President of the Penn Law student chapter of the American Constitution Society and was honored for his outstanding contributions to pro bono work on behalf of workers and children in Philadelphia.

Since 2015, Adam has served on the Board of Directors of Nu Deco Ensemble, Miami's 21st Century chamber orchestra, and is currently the corporate Secretary. Adam is the founder and Team Captain for Jewish Community Service's Miami Marathon and Half Marathon Team Blue Card, which since 2013 has raised over half a million dollars to support indigent Holocaust Survivors. Adam also sits on the Board of Directors of Temple Menorah in Miami Beach.

EDUCATION

Brandeis University, B.A., 2007

University of Pennsylvania Law School,
2011

BAR ADMISSIONS

Florida Bar

Southern District of Florida

Middle District of Florida

Eleventh Circuit Court of Appeals

Third Circuit Court of Appeals

AWARDS & RECOGNITION

Rising Star, Super Lawyer Magazine,
2018, 2019, 2020, 2021, 2022, 2023

Miami Dade County Bar Association
"40 Under 40" Award (2023)

Palm Beach Media Group
Top Lawyers, 2023

PRIMARY PRACTICE

Class Action



GABRIEL MANDLER

SENIOR ASSOCIATE

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Gabriel Mandler is a Senior Associate at Edelsberg Law. His practice focuses on multi-state consumer class action litigation, representing clients in both state and federal courts at the trial and appellate levels.

Gabriel has experience litigating a broad range of class action disputes, including employment discrimination, insurance disputes and mass torts. Gabriel previously worked at Stroock & Stroock & Lavan LLP, where he was part of a team in the remedial phase of a Title VII class action that recovered approximately \$2 billion for African American and Latino teachers who were discriminated against by New York City's Board of Education. Gabriel also has extensive experience handling complex commercial litigation disputes through trial.

A Miami native, Gabriel graduated magna cum laude from the University of Miami School of Law, where he was a member of the Business Law Review and Charles C. Papy, Jr. Moot Court Board. During this time, Gabriel interned for the Honorable Jonathan Goodman, a United States Magistrate Judge for the Southern District of Florida. Prior to law school, Gabriel earned his Bachelor of Arts Degree in Journalism and Communications from the University of Florida.

EDUCATION

University of Miami Law School, J.D.
University of Florida, B.A.



RACHEL DAPEER OF COUNSEL

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Rachel Dapeer's practice focuses on multi-state consumer class action litigation and complex commercial litigation. She handles a broad range of disputes involving insurance policies, fraudulent business practices, labeling claims, and other consumer matters.

Rachel is of-counsel at Edelsberg Law and manages her own law firm, Dapeer Law, P.A. where her litigation practice spans a variety of industries including real estate, automotive, banking and retail. Prior to joining Edelsberg law, Rachel was an Associate at Greenspoon Marder, LLP., where she represented businesses and individuals in a variety of disputes involving breach of contract, commercial transactions, fraud, business torts, deceptive and unfair trade practices, tax lien and real estate litigation.

Rachel attended undergraduate school at the University of North Carolina at Chapel Hill (B.S.B.A., 2007) and obtained a Juris Doctorate degree from Cardozo Law School (J.D., 2011). Before returning home to Miami, Rachel practiced in New York City at Windels, Marx, Lane & Mittendorf, LLP, representing lenders, financial institutions, and servicers with complex tax lien and mortgage foreclosure proceedings.

EDUCATION

Cardozo Law School, J.D. - 2011

University of North Carolina,
B.S., B.A. - 2007

trial phases. This effort culminated in a landmark, uncapped settlement estimated to exceed \$6 billion.

Prior to the *BP Oil Litigation*, Herman, Katz, Gisleson & Cain played a key role in coordinating and leading two of the nation's largest pharmaceutical multidistrict litigations: *Vioxx* and *Propulsid*. The firm was also instrumental in organizing and trying some of the earliest Hurricane Katrina-related cases. Following Katrina, Herman, Katz, Gisleson & Cain was appointed liaison counsel in the *Chinese Drywall MDL Litigation*, helping to secure a settlement exceeding \$1 billion, with the remainder of the class proceeding to litigation. Time and again, when courts have faced complex legal challenges or historic disasters, Herman, Katz, Gisleson & Cain has stepped forward to provide its trusted experience and proven leadership.

Herman, Katz, Gisleson & Cain has two offices in Louisiana: one in New Orleans and one in Natchitoches. A listing of all attorneys in the firm can be obtained from the firm's website located at www.hkgclaw.com.

Representative Cases:

Herman, Katz, Gisleson & Cain has been or is currently actively involved in the following complex cases:

- In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010, MDL 2179 (EDLA) (Appointed Co-liaison Counsel)
- In Re: Chinese-Manufactured Drywall Products Liability Litigation, MDL 2047 (EDLA) (Appointed Liaison Counsel)
- In re: Pool Products Distribution Market Anti-Trust Litigation, MDL 2328 (EDLA) (Appointed Co-Liaison Counsel and to Executive Committee)
- In re: Vioxx Products Liability Litigation, MDL 1657, USDC, EDLA (Appointed Liaison Counsel)

- In re: Propulsid Products Liability Litigation, MDL 1355 (EDLA) (Appointed Liaison Counsel)
- Scott v. American Tobacco, 795 So.2d 1176 (La. 2001); 830 So.2d 294 (La. 2002); 949 So.2d 1266 (La. App. 4th Cir. 2/7/07), writ denied, 973 So.2d 740 (La. 2008), cert. denied, 128 S.Ct. 2908 (2008); 36 So.3d 1046 (La. App. 4th Cir. 4/23/2010), writ denied, 44 So.3d 686 (La. 2010), cert. denied, 131 S.Ct. 3057 (2011)
- In re: Tylenol (Acetaminophen) Marketing, Sales Practices and Products Liability Litigation, MDL 2346 (EDPA)
- In Re: National Football League Players' Concussion Injury Litigation, MDL 2323 (EDPA)
- Samuel Doores, et al vs. Robert Resources, LLC, Civil Action No. 12-1499 (EDLA)
- Robert Ticknor, et al vs. Rouse's Enterprises, LLC, Civil Action No. 12-01151 (EDLA)
- Oubre / Orrill v. Louisiana Citizens Fair Plan, 26 So.3d 994 (La. App. 4th Cir. 12/09/09); 38 So.3d 457 (La. App. 4th Cir. 4/21/2010), writ denied, 45 So.3d 1035 (La. 2010); 79 So.3d 987 (La. 2011); No. 0888 (La. App. 4th Cir. 4/21/2010).
- In re: Actos (Pioglitazone) Products Liability Litigation, MDL 2299, (WDLA)
- In re: Depuy Orthopaedics, Inc. ASR™ Hip Implant Products Liability Litigation, MDL 2197, (USDC, ND of Ohio, Western Division)
- In re: Fosamax (Alendronate Sodium) Products Liability Litigation (No. II), MDL 2243, (USDC, Dist. Of New Jersey)
- In Re: Granuflo, MDL 2428, (USDC, D.Mass.)
- In re: Automotive Wire Harness Systems Antitrust Litigation, MDL 2311, USDC, ED of Michigan
- Aaron's Rental Spyware Litigation, (EDPA)
- Sachs, Jeffrey & Patel, Manish v. Toyota
- Transvaginal Mesh - Boston Scientific Corp - Master Case No. 11-3750M - In the Commonwealth of Massachusetts Middlesex SS. - Specially Assigned Mesh Implant Cases
- Transvaginal Mesh - Johnson & Johnson, (Superior Court of New Jersey Law Division, Atlantic County)
- In Re: Pelvic Repair System Products Liability Litigation, MDL 2187 (USDC for the Southern District of West Virginia, Charleston Division)

- In Re American Medical Systems, Inc., Pelvic Repair System Products Liability Litigation, MDL No. 2325 (USDC for the Southern District of West Virginia, Charleston Division)
- In Re Boston Scientific Corp. Pelvic Repair System Products Liability Litigation, MDL 2326 (USDC for the Southern District of West Virginia, Charleston Division)
- In Re: Ethicon, Inc Pelvic Repair System Products Liability Litigation, MDL 2327 – (USDC for the Southern District of West Virginia)
- In Re: Coloplast Corp. Pelvic Repair System Products Liability Litigation, MDL 2387 (USDC for the Southern District of West Virginia)
- In Re: Mentor Corp. Obtape Transobturator Sling Products Liability Litigation, MDL Docket No. 2004, 4:08-MD-2004 (CDL) (USDC, MDGA)
- In re: Budeprion XL Marketing & Sales Litigation, MDL 2107, (EDPA)
- Accutane MDL, MDL 1626 (MDFL)
- Cummings v. Allstate Prop. & Cas. Ins. Co., No. 22-247 (M.D. La. Filed April 14, 2022)
- Ardoin v. GoAuto Ins. Co., No. 719102 (19th JDC, La. filed May 16, 2023).
- Smith v. Progressive Sec. Ins. Co., No. 2024-875 (Civ. Dist. Ct., Orleans Parish, La. filed Jan. 30, 2024).
- Wright v. GEICO Cas. Co., No. 3:20-cv-823 (M.D. La. filed Dec. 8, 2020).



SHAMIS & GENTILE, P.A.
CLASS ACTION LAW FIRM

Our Firm

Shamis & Gentile, P.A. has and continues to provide outstanding legal services in the Florida, New York, Texas, Georgia, Illinois, Ohio, Arizona, Missouri, and Washington communities. Shamis & Gentile, P.A. distinguishes itself because of our experience and legal resources to handle virtually any case involving class action, mass tort, mass arbitration, personal injury, personal injury protection, and contract disputes. Specifically, as it relates to class actions, Shamis & Gentile, P.A. has filed and litigated thousands of banking, insurance, data privacy, deceptive and unfair trade practice and product liability cases, often through contested class certification and even until trial. At Shamis & Gentile, P.A. our seasoned attorneys are some of the most innovative and progressive attorneys in the profession. Often, Shamis & Gentile, P.A. is called upon to litigate and settle cases that other law firms may not be able to handle on their own.

Shamis & Gentile, P.A. is committed to practicing law with the highest level of integrity in an ethical and professional manner. We are a diverse firm with lawyers and staff from all walks of life. Our lawyers and other employees are hired and promoted based on the quality of their work and their ability to treat others with respect and dignity.

Who We Are

Andrew Shamis is the managing partner at Shamis & Gentile, P.A. Mr. Shamis heads the class action and mass torts divisions of the firm, where his extensive experience in civil litigation has gained him the reputation of an attorney who can deliver where it matters the most, monetary results for his clients. Mr. Shamis has recovered over 1 billion dollars for consumers and plaintiffs throughout the country through his relentlessness, expertise, and calculated approach. Mr. Shamis is routinely certified class counsel and has successfully litigated over 10,000 civil cases in his young career.

Mr. Shamis is admitted to practice law in the states of Arizona, Florida, Georgia, Illinois, Missouri, New York, Ohio, Texas, and Washington as well as the U.S. District Courts for the Southern, Middle, and Northern Districts of Florida, Northern, Eastern, Western, and Southern Districts of New York, Northern, Southern, Central Districts of Illinois, Northern, Middle, and Southern Districts of Georgia, Eastern and Western Districts of Michigan, Eastern and Western Districts of Wisconsin, Northern and Southern Districts of Ohio, Eastern and Western Districts of Missouri, Eastern, Western, and Northern Districts of Oklahoma, Northern, Western, Eastern, and Southern Districts of Texas, Southern District of Indiana, U.S. District Court of Colorado, U.S. District Court of Connecticut, U.S. District Court of Arizona, and the U.S. District Court of Nebraska.

Mr. Shamis specializes in Consumer Protection Class Action Litigation, Mass Torts, Mass Arbitration, Personal Injury, Wrongful Death, as well as General Civil Litigation.

Angelica Gentile is a named partner at Shamis & Gentile P.A. Ms. Gentile heads the catastrophic injury, personal injury, and personal injury protection divisions of Shamis & Gentile, P.A. Ms. Gentile is recognized throughout the legal community as an extremely professional and efficient attorney. Ms. Gentile is admitted to practice law in both Florida and Texas and has extensive civil litigation experience, involving hundreds of depositions and motions throughout the state of Florida. Ms. Gentile not only prides herself in collecting millions of dollars in benefits owed to clients, but also in forging long lasting, successful relationships with clients.

Ms. Gentile specializes in Personal Injury, Personal Injury Protection, Class Action Litigation (TCPA, banking, insurance breach of contract, data breach, unfair and deceptive trade practices), Wrongful Death, Wrongful Termination, as well as General Civil Litigation.

Garrett Berg is a partner at Shamis & Gentile, P.A. and leads the firms' Data Privacy department. Mr. Berg's practice involves all aspects of federal and state civil litigation with a focus on consumer-protection class action lawsuits. Mr. Berg has been responsible for recovering millions of dollars owed to clients and class members across the nation and has litigated hundreds of cases.

Edwin Elliott is a partner at Shamis & Gentile, P.A. Mr. Elliott's practice involves all aspects of complex, high-level class action litigation. Mr. Elliott represents clients in federal and state courts across the nation in class actions involving consumer fraud, deceptive and unfair trade practices, false advertising, predatory financial services, digital privacy, and complex insurance disputes. Having prosecuted numerous class actions through all stages of the litigation process, Mr. Elliott's work has contributed to hundreds of millions in recoveries for consumers.

Our staff sets the standard on being innovative and technologically savvy. This innovation and use of fully customized cutting-edge case management software allows us to create an unparalleled level of customer service and attention to detail with our clients, which has led to an exceptional growth rate rarely seen in law firms.

Shamis & Gentile, P.A. has the resources, infrastructure and staff to successfully represent large putative classes. The attorneys and staff are not simply litigators, but directors of creating successful results with the ultimate level of satisfaction by the clients.

Class Actions

Shamis & Gentile, P.A. has initiated and served as both lead counsel and co-lead counsel in hundreds of class actions, many of which have generated internet articles. Currently, the firm serves as lead counsel or co-counsel on over 300 class action lawsuits. The lawsuits range from all Districts of Florida to the Central District of California. Shamis & Gentile, P.A. has also successfully settled many Class Action cases prior to verdict.

Prominent Class Action Settlements

Over the years, Shamis & Gentile attorneys have obtained outstanding results in some of the most well-known cases.

- *Andrews v. State Auto Mut. Ins. Co.*, No. 2:21-CV-5867 (S.D. Ohio 2023) (\$6,500,000.00 Class Settlement)
- *Arevalo, et. al. v. USAA Casualty Insurance Company, et. al.*, No. 2020CI16240 (Bexar County, Texas 2023) (\$4,089,287.50 Class Settlement)
- *Albrecht v. Oasis Power, LLC*, No. 1:18-cv-1061 (N.D. Ill. 2018) (\$7,000,000.00 Class Settlement)
- *Bloom v. Jenny Craig, Inc.*, No. 1:18-cv-21820-KMM, 2018 U.S. Dist. LEXIS 151686 (S.D. Fla. 2018) (\$3,000,000.00 Class Settlement)
- *Davis, et. al. v. Geico Casualty Company, et. al.*, No. 19-cv-02477 (S.D. Ohio 2023) (\$5,756,500.00 Class Settlement)
- *DeFranks v. Nastygal.com USA Inc.*, No. 19-cv-23028-DPG (S.D. Fla. 2019) (\$4,025,000.00 Class Settlement)
- *Deleon III, et. al. v. Direct General Insurance Company, et. al.* No. 19-CA-001636 (Fla. 9th Cir. Ct.) (\$2,450,000.00 Class Settlement)
- *Dipuglia v. US Coachways, Inc.*, No. 17-23006-Civ, 2018 U.S. Dist. LEXIS 72551 (S.D. Fla. 2018) (\$2,600,000.00 Class Settlement)
- *Eisenband v. Schumacher Automotive, Inc.*, No. 18-cv-01061 (S.D. Fla 2018) (\$5,000,000.00 Class Settlement)
- *Gottlieb v. Citgo Corporation*, No. 16-cv-81911 (S.D. Fla. 2016) (\$8,300,000.00 Class Settlement)
- *Jacques, et. al. v. Security National Insurance Company*, No. CACE-19-002236 (Fla. 17th Cir. Ct.) (\$6,000,000.00 Class Settlement)
- *Jones v. Washington State Employee's Credit Union*, No. 20-2-06596-5 (Superior Court of the State of Washington, County of Pierce) (\$2,400,000.00 Class Settlement)
- *McPheeters v. United Services Automobile Association and Garrison Property and Casualty Ins. Co.*, No. 1:20-CV-00414-TSB (S.D. Ohio 2022) (\$10,250,00.00 Class Settlement)
- *Middleton v. Liberty Mut. Ins. Co.*, No. 1:20-cv-00668-DRC (S.D. Ohio 2023) (\$14,404,00.00 Class Settlement)
- *Hinds-Thomas et al. v. LM General Insurance Company et al.*, No. 22SL-CC04131 (Circuit Court of St. Louis County, MO) (\$8,669,083.00 Class Settlement)

- *Ostendorf v. Grange Indem. Ins. Co.*, No. 2:19-CV-1147 (S.D. Ohio 2020) (\$12,000,000.00 Class Settlement)
- *Papa v. Greico Ford Fort Lauderdale, LLC*, No. 1:18-cv-21897 (S.D. Fla. 2018) (\$4,800,000.00 Class Settlement)
- *Pena v. John C. Heath, Attorney at Law, PLLC, d/b/a Lexington Law Firm*, No. 18-cv-24407-UU (S.D. Fla. 2018) (\$11,450,863.00 Class Settlement)
- *Petit Beau, et. al., v. Ocean Harbor Casualty Insurance Company*, No. CACE-18-029268 (Fla. 17th Cir. Ct.) (\$4,500,000.000 Class Settlement)
- *Picton v. Greenway Chrysler-Jeep-Dodge Inc. d/b/a Greenway Dodge Chrysler Jeep*, No. 19-cv-00196-GAP-DCI (M.D. Fla. 2019) (\$2,745,000.00 Class Settlement)
- *Soto-Melendez v. Banco Popular de Puerto Rico*, No. 3:20-cv-01057 (D.P.R. 2023) (\$5,500,00.00 Class Settlement)
- *South, et. al. v. Progressive Select Insurance Company, et. al.*, No. 19-cv-21760 (S.D. Fla. 2023) (\$48,800,000.00 Class Settlement)

More About Shamis & Gentile, P.A.

To learn more about our firm, please visit www.shamisgentile.com, or view links to our blogs at <https://www.sflinjuryattorneys.com/blog/>.

19th 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

GOAUTO INSURANCE COMPANY

FILED: _____ DEPUTY CLERK: _____

RULE TO SHOW CAUSE

Considering the foregoing *Unopposed Motion for Attorneys' Fees, Costs and Service Award*,

IT IS HEREBY ORDERED that the *Unopposed Motion for Attorneys' Fees, Costs and Service Award* be heard on the _____ day of _____, 2025 at _____ o'clock AM/PM.

Baton Rouge, Louisiana this _____ day of _____, 2025.

JUDGE

PLEASE SERVE:

Plaintiffs

Through their attorney of record:

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Go Auto Insurance Company

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