

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made by and between the Named Class Plaintiff, Anna Ardoin aka Anna Poullard, on behalf of herself and on behalf of all others similarly situated (“Plaintiff”), and Defendant, GoAuto Insurance Company (“Defendant” or “GoAuto” as defined below), by and through their respective counsel.

RECITALS

WHEREAS, Plaintiff filed a Class Action Complaint, which is now pending in the 19th Judicial District Court for the Parish of East Baton Rouge, State of Louisiana (the “Court”), entitled *Ardoin v. GoAuto Ins Co.*, Case No. 719102 (the “Action”), which, through this Agreement, will be accepted as a certified class action, but for settlement purposes only, on behalf of the Settlement Class as defined herein; and

WHEREAS, Plaintiff alleges she is or was an insured and first-party total loss claimant with respect to vehicles insured by a private passenger auto policy issued by GoAuto (the “Policy”); and

WHEREAS, Plaintiff alleges that vehicle sales taxes and reasonably necessary regulatory costs must be paid in connection with a total loss settlement because, among other things, they are allegedly inherently included within the actual cash value (“ACV”) of the vehicle, and that GoAuto failed to pay full sales tax and regulatory fees in connection with total loss valuations and payments in the State of Louisiana; and

WHEREAS, the Action alleges, generally, that GoAuto failed to pay the full ACV to Plaintiff and the Settlement Class because the Total Loss Payments (as defined below) did not include sales tax and regulatory fees; and

WHEREAS, GoAuto has defended and intends to vigorously contest each and every claim

in the Action, denies all material allegations of the Action (as to which GoAuto asserts it has numerous merits and class defenses), and further maintains that it has consistently acted in accordance with governing laws at all times; and

WHEREAS, Plaintiff, through counsel, while believing that the claims asserted in the Action have substantial merit, examined the benefits to be obtained under the terms of the Proposed Settlement (as defined below), considered the risks associated with the continued prosecution and possible appeal of this complex and time-consuming litigation, and evaluated the likelihood of success on the merits of the Action, and believes that, in consideration of all the circumstances, the Proposed Settlement (as defined below) embodied in this Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members as defined herein; and

WHEREAS, GoAuto, while denying wrongdoing of any kind whatsoever, and without admitting liability, nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to be completely free of any further controversy with respect to the claims that were asserted in the Action;

NOW, THEREFORE, IT IS HEREBY AGREED by and between the Parties, through their respective counsel, that the Action be settled and compromised as between the Plaintiff, the Settlement Class, and GoAuto upon approval of the Court after hearing as provided for in this Agreement, on the following terms and conditions:

I. DEFINITIONS

In addition to the foregoing, the following terms shall have the meanings set forth below:

1. “Agreement” means this Settlement Agreement, including all exhibits thereto.

2. “Action” means the action entitled *Ardoin v. GoAuto Ins Co.*, Case No. 719102, which is now pending in the 19th Judicial District Court for the Parish of East Baton Rouge, State of Louisiana, along with any appeals from that action.

3. “Attorneys’ Fees and Costs” shall mean those fees and expenses reasonably incurred in the litigation of the Action and in the administration of this Settlement, including the attorneys’ fees of Class Counsel, out-of-pocket expenses of Class Counsel, any class representative award made to the Named Plaintiff, and the costs of administering this settlement.

4. “Average Sales Tax” means Louisiana state sales tax rate of 9.44% (the non-weighted average tax rate across Louisiana for the Class Period).

5. “Claim Form” (in the form attached as Exhibit A) means the document that Settlement Class Members must submit, as set forth in and subject to the provisions of this Agreement, to potentially obtain benefits from the Settlement.

6. “Claim Deadline” means the last date for submitting a claim pursuant to this Settlement, which is 135 days after the Court enters the Preliminary Approval Order.

7. “Class Counsel” means:

HERMAN HERMAN & KATZ, LLC
Soren E. Giselson, Esq.
909 Poydras Street, Suite 1860
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8. “Class Notice” means the notice of the preliminarily approved settlement, to be sent to all Settlement Class Members. A copy of the proposed Class Notice will include:

- i. a postcard notice (“Mail Notice”) (in the form attached as Exhibit B) with a detachable claim form, pre-filled with the claimant’s information, with prepaid postage to be sent on a date suggested by the Settlement Administrator;
- ii. an “Email Notice” (in the form attached as Exhibit C) to be sent by email on a date suggested by the Settlement Administrator for all Class Members who have provided GoAuto with an email address; and
- iii. a Long Form Notice (in the form attached as Exhibit D) to be posted on an informational settlement website and sent to Settlement Class members who so request.

9. “Class Period” means the period commencing May 16, 2012 and ending on May 13, 2024, the date on which the Court entered a judgment certifying a class in the Action.

10. “Court” means the 19th Judicial District Court Parish of East Baton Rouge, State of Louisiana.

11. “Covered Non-Owner Retained Total Loss Claim” means any first-party private passenger auto property damage claim determined by GoAuto to be a Total Loss to an insured automobile that (a) occurred within the Class Period, (b) whose claims were adjusted by GoAuto as a total-loss claim, (c) was determined by GoAuto or by a court or arbitrator of competent jurisdiction to be covered by an Automobile Insurance Policy issued by GoAuto, (d) resulted in a Total Loss Claim Payment, (e) in which the insured did not retain the vehicle.

12. “Covered Regulatory Fees” means title fee, handling fee, and minimum plate fee of \$3.

13. “Effective Date” means the 60th day after the Court mails notice of the “Final Judgment” as defined herein, as long as no applications for new trial or judgments notwithstanding the verdict, or appeals are filed. If any applications for new trial or judgments notwithstanding the verdict are filed, the Effective Date will occur 60 days after the Court mails notice of the denial of any such applications, as long as no appeal is filed. If any appeals of such Final Judgment are filed, the Effective Date will occur when the judgment has been affirmed and/or is beyond appeal.

14. “Final Judgment” means the Court’s Final Approval Order and Final Judgment, that finally approves the Settlement, any applications for attorney’s fees or class representative awards, and dismisses the Action with prejudice with respect to the Class Claims, which shall be substantially in the form attached as Exhibit E to this Agreement, without material alteration, except that Class Counsel may add substantive support and case law subject to the agreement of the parties, as further provided in Section X below.

15. “Final Approval Hearing” means the settlement approval hearing to be conducted by the Court in connection with the determination of the fairness, adequacy, and reasonableness of this Agreement, in accordance with the applicable Louisiana law.

16. “GoAuto” means Defendant, GoAuto Insurance Company, and any of its past, present or future subsidiaries; controlled, affiliated, related and/or parent corporations; business entities or divisions; and/or any other successors, assigns, or legal representatives thereof.

17. “Initial Notice Date” means the date upon which the Class Notice is first mailed to Class Members pursuant to this Agreement, as further described below.

18. “Insureds,” as used in the Settlement Class definition, includes all insureds with leased or owned vehicles.

19. “Legally Authorized Representative” means an administrator/administratrix, personal representative, or executor/executrix of a deceased Settlement Class Member’s estate; a guardian, conservator, or next friend of an incapacitated Settlement Class Member; or any other legally appointed Person or entity responsible for handling the business affairs of a Settlement Class Member.

20. “Named Plaintiff” means Anna Ardoin aka Anna Poullard.

21. “Opt-Out Period” means the time period during which Settlement Class Members are permitted to exclude themselves from the Settlement Class, as set forth in Section XI.

22. “Parties” means the Settlement Class Members, including the Named Plaintiff, and GoAuto.

23. “Person” means any natural person, individual, corporation, association, partnership, trust, or any other type of legal entity.

24. “Preliminary Approval Order” means the order that preliminarily approves the Proposed Settlement, which shall be in the form attached as Exhibit F to this Agreement, without material alteration, as further provided in Section III below.

25. “Proposed Settlement” means the terms agreed to by the Parties as set forth in this Agreement, prior to final approval of the Settlement.

26. “Regulatory Fees” means all fees due to any state or local agency in connection with the purchase, titling, licensing, or registration of a motor vehicle.

27. “Release” means those Releases set forth in Section XIII, which all Settlement Class Members who do not choose to exclude themselves from this Settlement will be deemed to have executed upon the final approval of this Settlement.

28. “Released Claims” means and includes any and all known and Unknown Claims, rights, demands, allegations, actions, suits, or causes of action, of whatever kind or nature, whether *ex contractu* or *ex delicto*; debts; liens; liabilities; agreements; interests; costs; expenses; attorneys’ fees; losses; or damages (whether actual, consequential, or statutory), common law or equitable; including but not limited to breach of contract, bad faith, or extra-contractual claims, and claims for punitive or exemplary damages, or prejudgment or post-judgment interest, arising from or relating in any way to GoAuto’s alleged failure to pay any Sales Tax or Regulatory Fees to Plaintiff and all Settlement Class Members with respect to any Settlement Class Member Claims for a total loss vehicle during the Class Period under an automobile insurance policy issued by GoAuto based on any legal theory whatsoever relating to payment of Sales Tax and Regulatory Fees to the fullest extent of the law and res judicata and/or claim preclusion protections. Released Claims do not include any claim for enforcement of the contemplated Settlement Agreement and/or Final Order and Judgment. Released Claims also do not include any claims, actions, or causes of action alleging that GoAuto failed to properly calculate the value of total loss vehicles except to the extent that such claims, actions, or causes of action relate to failure to pay any or sufficient Sales Tax and Regulatory Fees.

29. “Released Persons” means GoAuto, as defined above, and any of its members, parents, subsidiaries, affiliates, managers, past, present or future officers, stockholders, attorneys, insurers, reinsurers, excess insurers, directors, agents, employees and/or independent contractors, and/or any other successors, assigns, divisions, or legal representatives thereof, and any other Person or entity who or which might be liable on the basis of any conduct by any of the foregoing.

30. “Releasing Parties” means the Named Plaintiff and the Settlement Class Members who do not otherwise timely opt-out of the Settlement Class, and their heirs, predecessors, successors, assigns, family members, personal representatives, attorneys, officers, stockholders, shareholders, principals, owners, agents, fiduciaries, spouses, children, dependents, parents, creditors, judgment creditors, representatives, employees, employers, executors, administrators, conservators, receivers, subrogees, trusts, trustees, members, servants, independent contractors, lessors, lessees, executors, administrators, insurers, reinsurers, underwriters, directors and/or past, present and/or future parent, subsidiaries and/or affiliated corporations, partnerships and/or other entities, and on behalf of any other Person or entity who or which could or might assert any claim under or through any of the foregoing.

31. “Sales Tax” means all amounts due as tax to any state or local taxing authority for the purchase of a motor vehicle.

32. “Settlement” means the terms and conditions of the Agreement reached by the Parties.

33. “Settlement Administrator” means the firm approved by the Court to administer all aspects of the Settlement. The Parties agree to mutually recommend Epiq, a nationally recognized settlement administrator which has administered numerous similar settlements, to be the Settlement Administrator, which shall be supervised by Class Counsel.

34. “Settlement Class” means the class defined in Section II below.

35. “Settlement Class Members” means those Persons as defined in Section II below.

Any person who submits a valid and timely written request to be excluded from the Settlement Class shall not be a Settlement Class Member.

36. The “Settlement Class Member Claims” means any first-party private passenger auto physical damage claim under a Louisiana policy issued by GoAuto with a total loss during the Class Period, that was adjusted by GoAuto as a total loss claim, that resulted in payment by GoAuto of a covered claim, which did not include full Sales Tax or Covered Regulatory Fees required to purchase a comparable vehicle.

37. “Settlement Class Payment” means the payments to Settlement Class Members described in Section VI below.

38. “Total Loss Payment” means the payment issued by GoAuto on a total loss.

39. “Unknown Claims” means any unknown Released Claims arising out of facts found hereafter to be other than or different from the facts now believed to be true and relating to Vehicle Sales Tax or Covered Vehicle Regulatory Fees to the full extent permitted by law and to the full extent of res judicata and/or claim preclusion protection.

II. THE SETTLEMENT CLASS

40. The “Settlement Class” means Insureds under a motor-vehicle policy issued by GoAuto Insurance Company (“Defendant”) in the State of Louisiana with comprehensive and/or collision coverage who submitted a covered first-party physical damage claim, and whose claim was adjusted as a total loss and resulted in a total-loss payment from Defendant, where the Insured did not retain the damaged vehicle, and which payment did not include full Sales Tax or Covered Regulatory Fees during the Class Period (the “Settlement Class Members”). Excluded from the

Settlement Class are (1) GoAuto, its agents, employees, subsidiaries, parents, and related entities; all present or former officers and/or directors of GoAuto; the Settlement Administrator; the Mediator; Class Counsel; and any Judge of this Court and the Judge's staff and employees; (2) individuals with claims for which GoAuto received a valid and executed release; (3) individuals who are not on the Notice list and who did not submit a valid Claim Form or Electronic Claim Form for payment under this Settlement Agreement; (4) individuals who request exclusion from the Class; and (5) individuals with claims for first-party property damage as to which the individual process of appraisal or arbitration or a lawsuit has been completed or initiated at the time this Settlement Agreement is filed.

III. PRELIMINARY CLASS CERTIFICATION

41. Upon execution of this Agreement, the Parties shall submit this Agreement to the Court and request the Court enter a Preliminary Approval Order, preliminarily approving the Proposed Settlement, which shall be substantially in the form set forth in Exhibit F.

42. For purposes of this Settlement only, the Parties stipulate and agree to the certification of the Settlement Class defined in this Agreement and that: (i) the proposed Settlement Class meets the requirements of Louisiana Code of Civil Procedure articles 591A and 591(B)(3); (ii) the proposed Class Notice is the best and most practicable under the circumstances, and satisfies the requirements of Louisiana Code of Civil Procedure and due process; and (iii) the terms of the Settlement are fair, reasonable, and adequate. For purposes of the Settlement, the Named Plaintiff is agreed upon as a suitable Class Representative.

43. Preliminary certification of the Settlement Class and appointment of the Settlement Class Representative and Class Counsel by the Court shall be binding only with respect to the Settlement of the Action. In the event this Agreement is terminated pursuant to its terms, or a

Final Judgment approving the Settlement for any reason does not occur, the certification of the Settlement Class shall be nullified, and the Action shall proceed as though the Settlement Class had never been certified, without prejudice to the Court's consideration, on the merits, of any properly submitted Motion for Class Certification. The Named Plaintiff and Class Counsel agree that neither this Agreement, nor any pleading or other paper related in any way to this Agreement, nor any act or communication in the course of negotiating, implementing, or seeking approval of this Agreement, shall be deemed an admission by the Named Plaintiff, Class Counsel, or GoAuto in any other matter, whether or not related in any manner thereto, or by GoAuto that certification of any class is appropriate in this Action or any other litigation, or otherwise shall preclude GoAuto from opposing or asserting any argument it may have with respect to the merits and/or certification of a class in this Action or any other matter.

44. Upon the Preliminary Approval of this Proposed Settlement by the Court, as evidenced by entry of the Preliminary Approval Order, all proceedings in the Action shall be stayed until further order of the Court, except such proceedings as may be necessary either to implement the Proposed Settlement or to comply with or effectuate the terms of this Agreement.

IV. CLASS NOTICE, COSTS OF CLASS NOTICE, AND ADMINISTRATION OF SETTLEMENT

45. The Settlement Administrator shall be Epiq. The Settlement Administrator shall be supervised by Class Counsel. The Settlement Administrator shall use best practices in providing Notice. The duties of the Settlement Administrator shall include, but are not limited to (i) oversee the provision of Notice to the Class; (ii) oversee identification of addresses for any returned mail, and remaining notice; (iii) process Claim Forms; (iv) contact Settlement Class Members, if any, whose Claim Forms are deficient to attempt to obtain a cured form; (v) process any cured Claim Forms; (vi) send all Claim Forms to GoAuto for approval or challenge and to Class Counsel; (vii)

forward inquiries and questions to Class Counsel; (viii) provide a certification to the Court regarding the administration and processing of claims and, in the event that the Settlement Administrator issues checks, the issuance of the payments to the Claimants as set forth herein; and (ix) establish and maintain a settlement website and toll-free telephone number at which Settlement Class members may leave a message with questions, to which the Settlement Administrator will respond within two business days. The Settlement Administrator shall be paid by GoAuto for services rendered pursuant to this Agreement. Notice and Administration costs shall be part of the Attorneys' Fees and Costs and each Class Member's Claim shall be reduced by their pro rata share of the Notice and Administration Costs.

46. Notice of the pendency of the Action and of the Settlement shall be made by the Class Notice, which will be sent by the Settlement Administrator.

47. Within 15 days after the entry of the Preliminary Approval Order, GoAuto shall make a reasonable search of its computer/electronic databases and provide the Settlement Administrator with the name and current or last-known address and email address of each potential Settlement Class Member and the date of loss.

48. Settlement Class members for whom GoAuto maintains physical addresses and email addresses shall be sent both Mail Notice and Email Notice.

49. Within 45 days of the entry of the Preliminary Approval Order, the Settlement Administrator shall initiate mailing and emailing of the postcard Class Notice and Claim Form, which will be in the form set forth in Exhibit A (Claim Form), Exhibit B (Mail Notice), and Exhibit C (Email Notice) for each Settlement Class Member Claim (if a Settlement Class Member has more than one claim, the Settlement Class Member will receive a Claim Form for each claim showing the date of loss) to each potential Settlement Class Member. Only one Claim Form shall

be sufficient to make a claim for each total loss under the policy. The Claim Form will be detachable and return-addressed and shall be affixed with prepaid postage sufficient to mail back to the Settlement Administrator. The Claim Form shall be pre-filled in the manner and method shown in the agreed Class Notice, and will require the Settlement Class Member to affirm, under oath, the good faith belief that the information on the Claim Form is true and correct. The Class Notice shall be sent only to Settlement Class Members, not to any of their attorneys, whether known or unknown, in connection with their original claim against GoAuto or otherwise.

50. Prior to mailing the Mail Notice, the Settlement Administrator shall run the physical mailing addresses of all potential Settlement Class Members through the National Change of Address Database (“NCOA”) to attempt to obtain the most current name and/or physical mailing address for each potential Settlement Class Member.

51. Prior to Email Notice, the Settlement Administrator shall perform a skip trace for current email addresses of all potential Settlement Class Members to attempt to obtain the most current email address and the email address of record for each potential Settlement Class Member.

52. The Email Notices shall have a hyperlink to an informational website, which provides access to a “Make A Claim” button permitting a Class Member to access a pre-filled electronic Claim Form in the form attached hereto as Exhibit C. The parties agree that the website and domain name will be mutually agreed upon in writing by the parties.

53. The Settlement Administrator shall utilize best practices designed to avoid spam filters, blockers, or any tool designed to prevent receipt of emails, and to otherwise design and implement the sending of the email to increase the chance that the Email Notice will be successfully received into the inbox of potential Settlement Class Members. All Email Notices must include the capability to click-through to the website to make a claim.

54. At a date and time recommended by the Settlement Administrator, a second Email Notice will be sent to each Settlement Class Member for whom the Settlement Administrator has an email address that was not rejected or otherwise undeliverable, and a second Mail Notice will be sent to all other Settlement Class Members for whom GoAuto does not have an email address or the email address was rejected or undeliverable.

55. Prior to the Class Notice mailing and emailing, the Settlement Administrator will create an informational website. The website will provide the Settlement Agreement, Mail Notice, Longform Notice, Claim Form, Preliminary Approval Order, and frequently asked questions.

56. The home page of the website shall reflect the case settlement and shall have a “Make A Claim” button permitting a potential Settlement Class Member to access a pre-filled Electronic Claim Form by providing a Claimant ID Number and a unique PIN number, with a method to submit the Electronic Claim Form online with an electronic signature, and a method to request that another copy of the paper Claim Form be mailed or emailed to the Settlement Class Member.

57. The website shall provide that a Settlement Class Member may submit a Claim Form without a Claimant ID Number by completing online a Blank Claim Form by entering the Settlement Class Member name, policy number or claim number, and address, and by signing and submitting the Blank Claim Form electronically. A copy of the proposed Blank Claim Form is attached hereto as Exhibit G.

58. If any Notice and/or Claim Form mailed to any potential Settlement Class Member is returned to the Settlement Administrator as undeliverable, the Settlement Administrator will promptly log each Notice and/or Claim Form that is returned as undeliverable and provide copies of the log to GoAuto and Class Counsel upon request. If the mailing is returned to the Settlement

Administrator with a forwarding address, the Settlement Administrator shall forward the mailing to that address. For the remaining returned mailings, the Settlement Administrator will use reasonable efforts, including potentially an Experian search or skip tracing, to attempt to obtain a new address and those mailings shall be forwarded to any new address obtained through such a search. If any Notice is returned as undeliverable a second time, no further mailing shall be required. It is agreed by the Parties that the procedures set forth in the preceding Paragraphs and this Paragraph constitute reasonable and the best practicable notice under the circumstances and an appropriate and sufficient effort to locate current addresses for Settlement Class Members such that no additional efforts to do so shall be required.

59. The Parties agree that a Longform Notice, without material alteration from Exhibit D, shall be posted to the website, and will be available upon request to Settlement Class Members.

60. The Notice and Claim Form will also be made available to all potential Settlement Class Members by request to the Settlement Administrator, who shall send via first-class U.S. mail any of these documents as requested by any potential Settlement Class Member. If a Claimant ID Number is not available to the Settlement Administrator for the potential Settlement Class Member, the Settlement Administrator shall provide a Blank Claim Form to the requester with instruction that the Blank Claim Form must be mailed to the Settlement Administrator postmarked by the Claims Submission Deadline with the Settlement Class Member name, policy number or claim number, address, and signature.

61. The Settlement Administrator shall retain a record of all such Class Notice procedures and provide periodic updates to the Parties during the Class Notice period.

62. The Settlement Administrator shall maintain a toll-free telephone system containing recorded answers to frequently asked questions and information with respect to how a

potential Settlement Class Member may receive further assistance, along with an option permitting callers to punch request to a call back from a live operator. The recorded answers to frequently asked questions are to be agreed to by the Parties. The live operator(s) staffing the call center shall be able to answer Settlement Class Members' questions using an agreed upon script and further collect names, addresses, and/or other relevant information to send out Class Notices.

63. The Settlement Administrator shall rent a post office box to be used for receiving requests for exclusion, objections, notices of intention to appear, and any other settlement-related communications. Only the Settlement Administrator, the Court, the Clerk of the Court, and their designated agents shall have access to this post office box, except as otherwise expressly provided in this Agreement.

64. Neither GoAuto, nor Plaintiff, nor any of the Released Persons, nor any of the Releasing Parties, nor any of their counsel, including Class Counsel, shall be liable for any act, or failure to act, of the Settlement Administrator.

V. CLAIMS PROCEDURE

65. To be eligible for payment under this Settlement, a Settlement Class Member or his or her Legally Authorized Representative must timely submit a valid Claim Form and must not have submitted a request for exclusion.

66. Settlement Class Members will be deemed Settlement Class Members unless they timely submit a written request for exclusion from the Settlement Class, postmarked no later than 30 days prior to the Final Approval Hearing.

67. To receive payment, a Settlement Class Member must submit a fully completed and signed Claim Form, postmarked or submitted online no later than the Claim Deadline, as listed in

the Class Notice. The Claim Form will require only that the claimant confirm he/she is the policyholder or otherwise entitled to payment.

68. The Settlement Administrator will promptly notify a Settlement Class Member if it deems that Person's Claim Form materially incomplete or deficient and specify any additional information that must be submitted. Notification shall be by first-class mail unless the Settlement Class Member specifies another mode of notification. Such Settlement Class Members shall have 14 days from the date the notification is mailed, or until the Claim Deadline, whichever is longer, to submit the requested information. If a deficiency notice is sent and no cure is made, the Settlement Class Member's claim will be denied.

69. The Settlement Administrator may deny claims not in compliance with the Settlement Agreement including the filing of duplicative Claim Forms or failure to fully complete the Claim Form.

70. The Settlement Administrator shall deny payment for Settlement Class Members for whom full Sales Tax and/or Covered Regulatory Fees were already paid by Defendant, or who are otherwise ineligible for a payment due to the existence of a prior release of such claims.

71. Any disputes as to the validity of a claim or payment shall be informally resolved with the Settlement Administrator and the Parties. The Settlement Administrator's decision shall be binding on all Parties and the Settlement Class Member.

72. Settlement Class Payments shall be made on valid claims by check (in accordance with standard claims administration procedures) issued within 90 days after the Effective Date.

73. Checks shall be valid for 180 days. If, within 30 days of the void date, the claimant requests another check be issued, it shall be reissued. After that date, all uncashed checks will be void, and payment shall revert to Defendant.

VI. CALCULATION OF PAYMENT AND GOAUTO'S MONETARY AND NON-MONETARY OBLIGATIONS UNDER THE SETTLEMENT.

74. The calculation and implementation of payments contemplated by this section shall be done by Class Counsel and GoAuto for the purpose of compensating Settlement Class Members. The methodology provided for herein will be applied to the data as consistently, sensibly, and conscientiously as reasonably possible, recognizing and taking into consideration the nature and completeness of the data and the purpose of the computations.

75. The Parties have agreed that GoAuto shall pay Settlement Class Members 100% of Average Sales Tax and 100% of the Covered Regulatory Fees to purchase a comparable motor vehicle, minus each Class Member's pro rata share of Attorneys' Fees and Costs, to Class Members who timely submit a valid Claim Form.

76. The Parties estimate the value of Class members' damages to be \$17,678,432.00 in the aggregate.

77. As soon as practicable, but no later than 60 days from the Effective Date, GoAuto shall send to the Settlement Administrator the Settlement Fund necessary to pay the full amount of the claims made by Class Members.

78. All Settlement Class Members who submit completed Claim Forms by the Claims Deadline will be entitled, if the criteria set forth in Paragraph 65 above are met, to a payment and shall automatically receive their payment by check issued by the Settlement Administrator within 90 calendar days after the Effective Date.

79. In the event of any complications arising in connection with the issuance or cashing of a check or electronic payment, other than the Settlement Class Member's failure to timely deposit or cash the check, the Settlement Administrator shall provide written notice to Class Counsel and GoAuto's Counsel. Absent specific instructions from Class Counsel and GoAuto's

Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the Settlement Class Member entitled to the Settlement Class Member Payment.

80. For any returned checks, the Settlement Administrator shall make a reasonable effort to locate a current mailing address for the Settlement Class Members whose checks were returned (such as by running addresses of returned checks through the NCOA database to effectuate delivery of such checks). For any such recipients for whom updated addresses are found, the Settlement Administrator shall make a single additional attempt to re-mail or re-issue a Settlement Class Member Payment to the updated address.

81. To be potentially eligible for the Settlement Class Payment, a Settlement Class Member must have: (a) received a Total Loss Payment; and (b) submitted a timely and signed Claim Form.

82. The Parties acknowledge and agree that this Agreement does not and shall not constitute an admission by GoAuto that its payment or nonpayment of Sales Tax and Covered Regulatory Fees on any individual claim or on any of the Settlement Class Members' claims was incorrect or improper.

83. The Settlement Class Payments set forth in this Section shall be the only payments to which any Settlement Class Member will be entitled.

84. The Settlement and Release contained therein shall be effective upon the finality of the Settlement, except that claims for non-payment of amounts due under this Settlement Agreement are not released until payments are made.

85. GoAuto's liability under this Settlement shall be limited to: (a) paying the Settlement Class Payments to Eligible Settlement Class Members; (b) paying the costs of Class

Notice and settlement administration, including the fees and costs of the Settlement Administrator; (c) paying any attorneys' fees and out-of-pocket expenses awarded by the Court in an amount not to exceed \$3,500,000.00; and (d) and paying any Class Representative award to the Named Plaintiff awarded by the Court an amount not to exceed \$10,000.00, as set forth below. In no event shall GoAuto be liable under this Settlement to pay any additional amounts than those set forth above.

86. Non-Monetary Consideration: As part of the Settlement, the next business day following the signing of the Settlement Agreement:

A. GoAuto will agree to pay applicable Sales Tax and Covered Regulatory Fees on total loss vehicles at the time of loss based on the Adjusted Vehicle Value of the vehicle on non-owner-retained total loss vehicles.

B. Defendant reserves the right to change its practices in the event of a change in applicable law, or appropriate changes in the terms of the applicable insurance policies.

VII. COMMUNICATIONS WITH THE CLASS

87. The Class Notice shall list Class Counsel's addresses and telephone numbers. Communications relating to the Action or this Settlement with Persons receiving Class Notices and Settlement Class Members shall be handled through Class Counsel, and/or the Settlement Administrator, as necessary. Nothing in this Agreement shall be construed to prevent GoAuto or its employees, attorneys, agents, or representatives from communicating with Settlement Class Members in the normal course of GoAuto's business operations, from submitting notices or other documents relating to this Agreement directly to Settlement Class Members, and/or from

continuing to adjust and resolve pending or future claims, even if they otherwise fall within the scope of this Agreement, before this Agreement is finally approved.

88. Neither GoAuto nor Class Counsel shall be responsible in any way for any attorneys' lien submitted by any prior counsel for any of the Settlement Class Members, nor shall any attorneys' lien be created by any of the efforts by the Parties to effectuate any of the terms of this Agreement, and this provision shall be incorporated into the Final Judgment.

VIII. CLASS COUNSEL'S FEES AND COSTS AND CLASS REPRESENTATIVE FEES

89. No compensation for Class Counsel was negotiated as part of this Settlement until all material terms were agreed upon. The Parties recognize that Class Counsel are entitled to seek an award of Attorneys' Fees and Costs for the work performed and the results obtained for the Class in the Action. Class Counsel intends to seek Court approval for a fee award and out-of-pocket expenses (the Attorneys' Fees and Costs defined herein) not to exceed \$3,500,000.00, with the approved amount to be paid at the Effective Date. GoAuto shall not oppose, either directly or indirectly, an Attorneys' Fees and Costs request that does not exceed this amount. Under no circumstances will GoAuto be obligated to pay any costs or sums in excess of \$3,500,000.00 for Attorneys' Fees and Costs. The Attorneys' Fees and Costs are separate from and not included in the payments to the Settlement Class and payments to the Class Representative, and are separate from and not included in the payments for class and claims administration. Class Counsel further agree that, to the extent a lesser amount of fees is awarded by the Court or any appellate court, it will not provide a basis for Class Counsel to terminate this Agreement. Class Counsel further agree that unless an award of a lesser amount of attorneys' fees is overturned on appeal, Class Counsel will accept the lesser amount of fees and costs.

90. Additionally, the Parties agree that Class Counsel will request a Class Representative Service Award to the Named Plaintiff in the amount of \$10,000.00, in recognition of the risk and effort undertaken in prosecuting this case, to be paid by GoAuto at the Effective Date, which GoAuto will not oppose.

IX. CONDITIONS OF SETTLEMENT AND EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION OF AGREEMENT

91. The Named Plaintiff, Settlement Class Members, and GoAuto consent to the entry of a Final Judgment substantially in the form attached as Exhibit E, without material alteration to the terms, with the understanding that the parties may include additional case law to support a final approval of the Settlement Agreement.

92. If the Court disapproves this Agreement, or if the Court enters the Final Judgment but it is reversed or vacated on appeal, this Agreement shall be null and void and of no force and effect. If the Court materially modifies any provision of the Agreement or proposed Final Judgment, or if either is materially modified on appeal or remanded to the Court for modification, or if any of the terms of this Agreement is impaired in any material way, then GoAuto shall have the option of terminating this Agreement and withdrawing its consent to the entry of the Final Judgment, in which case this Agreement shall be null and void and of no force and effect, and the Parties will return to their respective positions in the litigation prior to the filing of the Motion for Preliminary Approval Order. GoAuto shall have 10 days from the event triggering its option to inform Class Counsel that it is exercising its option of terminating this Agreement.

93. If the Court does not finally approve the Settlement, all obligations of GoAuto under this Agreement terminate, including but not limited to any obligation to pay Attorneys' Fees and Costs, and the Parties will return to their respective positions in the litigation prior to the filing of the Motion for Preliminary Approval Order. Additionally, the Parties agree that neither this

Agreement, nor any pleading or other paper related in any way to this Agreement, nor any act or communication in the course of negotiating, implementing, or seeking approval of this Agreement, shall be deemed an admission by GoAuto that certification as a class is appropriate in any other litigation, or otherwise shall preclude GoAuto from opposing or asserting any argument it may have with respect to certification of a class in this Action if the Settlement is not consummated.

X. FINAL APPROVAL OF SETTLEMENT

94. Class Counsel will file a motion seeking the Court's Final Judgment as to the Proposed Settlement at a Final Approval Hearing to be held at a time, date, and location that will be stated in the Preliminary Approval Order and listed in the Class Notice. The Parties will request that the Final Approval Hearing be held at the earliest date that is at least 100 days after the Preliminary Approval Order that the Court is available to hear the matter or as soon as possible thereafter. Class Counsel shall request the Court to enter a Final Judgment substantially in the form of the Final Order and Judgment Approving Settlement and Dismissing Action with Prejudice attached hereto as Exhibit E, except for any substantive support or case law added by Class Counsel with the agreement of Counsel for Defendant, approving the Proposed Settlement without material alteration, and directing the Parties and their counsel to comply with and consummate the terms of this Agreement, as well as:

- a) Certifying the Settlement Class for settlement purposes;
- b) Finding that Class Counsel and the Named Plaintiff have adequately represented the Settlement Class;
- c) Finding that the Court has personal jurisdiction over the Named Plaintiff and all members of the Settlement Class for the purpose of this Settlement only, and that

the Court has subject matter jurisdiction to approve the Agreement and all exhibits thereto;

- d) Finding that the terms of the Settlement are fair, reasonable, and adequate to the Settlement Class and in compliance with due process and Louisiana law;
- e) Providing that each member of the Settlement Class who has not excluded him, her, or itself therefrom in accordance with the Court's prior orders shall be bound by the provisions of the Settlement, including the applicable Releases;
- f) Finding that the Class Notice implemented pursuant to this Settlement and approved by the Court was reasonable and the best practicable notice and satisfies the requirements of Louisiana law, as well as all the requirements of due process under the Louisiana Constitution;
- g) Dismissing all claims in the Action, and as otherwise set forth in this Agreement, on the merits and with prejudice, and entering final judgment thereon with a finding that there is no just reason to delay enforcement or appeal;
- h) Approving the payment of the Attorneys' Fees and Costs to Class Counsel, and the Class Representative Fee to the Named Plaintiff, in conformity with the provisions of the Settlement;
- i) Confirming that Class Counsel and their respective firms agree (only to the extent that it is otherwise not violative of any applicable rules governing the practice of law) not to represent, encourage, solicit or otherwise assist, in any way whatsoever (including, but not limited to referrals to other counsel) any opt out or any form of opt-out class, except that referring such person to the Notice or suggesting to any

such person the option of obtaining separate counsel, without specifically identifying options for such counsel, will not violate this provision; and

- j) Permanently barring and enjoining the Named Plaintiff and each and every Class Member, and their respective heirs, executors, administrators, partners, and agents, and the successors and assigns of each and any of them, 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 statutory or common law, any Released Claim against any Released Person; and
- k) Retaining jurisdiction to enforce the Agreement and Final Judgment.

XI. OBJECTIONS AND REQUESTS FOR EXCLUSION

95. Settlement Class Members who wish to exclude themselves from the Settlement Class must prepare a written request for exclusion, postmarked not later than 30 days prior to the Final Approval Hearing. Written requests for exclusion must be signed and include the Settlement Class Member's name, address, and telephone number, and expressly state the desire to be excluded from the Settlement Class. No Settlement Class Member may effect an exclusion of a class of individuals or represent such a class.

96. The Settlement Administrator shall promptly log each request for exclusion that it receives and provide copies of the log and all such requests for exclusion to counsel for the Parties.

97. Settlement Class Members who do not file a timely request for exclusion may file a notice of intent to object to the Proposed Settlement, or intervene in the Action for the purpose of contesting the Proposed Settlement. The written notice of intent to object and/or intervene must be: (a) filed with the Clerk of the Court not later than 30 days prior to the Final Approval Hearing;

and (b) sent by first-class mail, postmarked not later than 30 days before the date set for the Final Approval Hearing, to Class Counsel:

Edmund A Normand., Esq
NORMAND, PLLC
3165 McCrory Place, Ste. 175
Orlando, FL 32803

And to GoAuto's Counsel:

Jason W. Burge
FISHMAN HAYGOOD, LLP
201 St. Charles Avenue, 46th Floor
New Orleans, Louisiana 70170

98. Any Settlement Class Member who does not so request to object or intervene waives the right to do so in the future and shall be forever barred from intervening or making any objection to the Proposed Settlement or Final Judgment. Any Notice of Intent to Object or Intervene must contain the following: (a) the name of the Action; (b) the objector's full name, address and telephone number; (c) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (d) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, along with the case name and number and the jurisdiction of the court for each said objection (if any); (e) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application; (f) the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing; (g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; (h) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (i) the objector's signature (an attorney's signature is not sufficient). The Parties must

file any briefs in response to any objection on or before 10 days prior to the date of the Final Approval Hearing. Class Counsel and/or GoAuto may conduct limited discovery on any objector consistent with the Louisiana Revised Statutes and Louisiana Code of Civil Procedure if approved by the Court upon a showing of good cause. Any Settlement Class Member who does not make his or her objections in the manner required by this Paragraph and by the Objection Deadline shall be deemed to have waived any objection(s) and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court. However, the Court can, at its discretion, consider noncompliant objections if the Court finds the noncompliance was immaterial.

XII. CONFIDENTIALITY OF PROPRIETARY INFORMATION

99. GoAuto asserts that the following constitutes highly confidential and proprietary business information of GoAuto (the “Proprietary Information”): (a) any names, addresses, policy numbers, and other data concerning Settlement Class Members compiled by GoAuto in effectuating the Proposed Settlement; and (b) any electronic data processing and other recordkeeping procedures and materials that may be utilized by GoAuto in identifying the Settlement Class Members and effectuating GoAuto’s other obligations under this Agreement and/or the Settlement. The confidentiality of all Proprietary Information provided to Class Counsel by GoAuto shall be protected from disclosure by Class Counsel and/or other attorneys for the Named Plaintiff in this Action, or any Settlement Class Member or their counsel, to any persons other than those described below.

100. No persons other than GoAuto, GoAuto’s counsel, and clerical/administrative personnel employed by GoAuto or GoAuto’s counsel, Class Counsel and clerical/administrative personnel employed by Class Counsel, the Settlement Administrator, if applicable, and such other

persons as the Court may order, after hearing on notice to all counsel of record, shall be allowed access to any Proprietary Information.

101. Within 30 days after all GoAuto's obligations under this Settlement are effectuated, Class Counsel and/or other attorneys for the Named Plaintiff in this Action, or any Settlement Class Member or their counsel, shall destroy all Proprietary Information provided by GoAuto to Class Counsel or anyone they employed or retained in this Action, either in discovery or in connection with this Agreement. Further, the parties agree that neither Class Counsel, nor anyone employed with, retained by, or otherwise associated with Class Counsel, nor any other attorney or Person who shall have access to this information, shall use any of this Proprietary Information in any other litigation or proceeding, current or future, or for any other purpose whatsoever.

102. Class Counsel and the Named Plaintiff shall not make any statements to the media, orally or in writing, about the Action, or this Agreement, other than statements which are fully consistent with this Agreement and the Class Notice, except in a *bona fide* court proceeding relating to the subject matter of the Action, and shall not in any way make any statements disparaging of GoAuto in any way related to the subject matter of the Action.

XIII. DISMISSAL OF ACTION AND RELEASES

103. Upon the Court's Final Approval of this Agreement and the Settlement set forth herein, the Final Judgment shall be entered providing for the dismissal, with prejudice and without leave to amend, of the Action, and the effectiveness of the Release by the Releasing Parties, including the Named Plaintiff, and including their past, present, or future agents; legal representatives; trustees; parents; relatives; estates; heirs; executors; and administrators; of all Released Claims against the Released Persons.

104. Upon the Effective Date, by operation of the entry of the Final Judgment, the Releasing Parties, including the Named Plaintiff, and including their past, present, or future agents; legal representatives; trustees; parents; relatives; estates; heirs; executors; and administrators; shall be held to have fully released, waived, relinquished, and discharged, to the fullest extent possible by law, the Released Persons from all the Released Claims.

105. Upon the Effective Date, the Releasing Parties, including the Named Plaintiff, and including their past, present, or future agents; legal representatives; trustees; parents; relatives; estates; heirs; executors; and administrators; expressly agree that they, acting individually or together, shall not seek to institute, maintain, prosecute, sue, or assert causes of action or proceedings against any of the Released Persons asserting any of the Released Claims.

106. Notwithstanding the Court's entry of the Final Judgment, the Court shall retain ongoing jurisdiction over this Action for purposes of enforcing and interpreting this Agreement and Final Judgment, including entering such orders and injunctions to prevent any collateral litigation that may be filed by Settlement Class Members, if necessary, and/or enforcing the litigation bar as to the Released Claims provided for by this Settlement.

XIV. DENIAL OF LIABILITY

107. Were it not for this Settlement, GoAuto would have vigorously contested each and every claim in the Action. GoAuto maintains that it has consistently acted in accordance with governing laws at all times. GoAuto vigorously denies all the material allegations set forth in the Action. GoAuto nonetheless has concluded that it is in its best interest that the Action be settled on the terms and conditions set forth in this Agreement. GoAuto reached this conclusion after considering the factual and legal issues in the Action, the substantial benefits of a final resolution of the Action, the expense that would be necessary to defend the Action through trial and any

appeals that might be taken, the benefits of disposing of protracted and complex litigation, and the desire of GoAuto to conduct its business unhampered by the distractions of continued litigation. The settlement of this matter by GoAuto, including, but not limited to, the terms and provisions of this Agreement, and any steps taken in accordance therewith, shall not be used in any way as precedent in any pending or future actions, including any actions against any of the Released Persons.

108. As a result of the foregoing, the Released Persons enter into this Agreement without in any way acknowledging any fault, liability, or wrongdoing of any kind. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by the Released Persons of the truth of any of the allegations made in the Action, or of any liability, fault, or wrongdoing of any kind whatsoever on the part of the Released Persons.

109. To the extent permitted by law, neither this Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be utilized or offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding, for any purpose including to establish any liability or admission by the Released Persons, except in any proceedings brought to enforce the Agreement or the Final Judgment or otherwise with the written consent of GoAuto at its sole discretion.

110. Neither this Agreement, nor any pleading or other paper related in any way to this Agreement, nor any act or communication in the course of negotiating, implementing, or seeking approval of this Agreement, shall be deemed an admission by GoAuto that certification of a class or subclass is appropriate in any other litigation, or otherwise shall preclude GoAuto from opposing or asserting any argument it may have with respect to certification of any class(es) or

subclass(es) in any proceeding. Nor may this Agreement be construed in any fashion as precedent for any matter similar to the instant one, or used as evidence of any kind, by any person or entity, in any action or proceeding against the Released Parties, as this Agreement has been entered into based on the particular facts of this matter alone.

XV. REPRESENTATION OF OPT OUTS.

111. Only to the extent that it is otherwise not violative of any applicable rules governing the practice of law, Class Counsel agree that any representation, encouragement, solicitation, or other assistance, including, but not limited to, referral to other counsel, of any opt out or any other person seeking to litigate with any of the Released Persons over any of the Released Claims or to represent any form of opt-out class, could place Class Counsel in an untenable conflict of interest with the Class. Accordingly, Class Counsel and their respective firms agree (only to the extent that it is otherwise not violative of any applicable rules governing the practice of law) not to represent, encourage, solicit or otherwise assist, in any way whatsoever, (including, but not limited to, referrals to other counsel) any opt out or any form of opt-out class, except that referring such person to the Notice or suggesting to any such person the option of obtaining separate counsel, without specifically identifying options for such counsel, shall be permitted under the terms of this provision.

XVI. DECEASED CLASS MEMBERS

112. Claims may be submitted, along with sufficient proof of representative status, by a Legally Authorized Representative on behalf of a deceased Settlement Class Member's estate.

XVII. INCAPACITATED CLASS MEMBERS

113. Claims may be submitted by a Legally Authorized Representative on behalf of an incapacitated Settlement Class Member.

XVIII. TAX OBLIGATIONS

114. Tax obligations which may arise by virtue of the Settlement Class Payments made pursuant to this Agreement, if any, are solely the responsibility of the Persons who receive such Settlement Class Payments and are not in any way the responsibility of GoAuto or Class Counsel. The Parties to this Agreement do not in any way express any belief or opinion regarding the existence of such tax obligations and do not undertake to provide any advice to any Settlement Class Member regarding any tax obligations that may arise by virtue of any Settlement Class Payments made pursuant to this Agreement.

XIX. MISCELLANEOUS PROVISIONS

115. The proposed Preliminary Schedule for class administration deadlines is attached as Exhibit H.

116. The Parties hereto agree to defend this Agreement against objections made to final approval of the Settlement or in any appeal of the Final Judgment or collateral attack on the Agreement or Final Judgment.

117. The undersigned counsel represent that they are fully authorized to execute and enter into the terms and conditions of this Agreement on behalf of their respective clients.

118. Except as otherwise provided, this Agreement contains the entire agreement between the Parties hereto and supersedes any prior agreements or understandings between them. All terms of this Agreement are contractual and not mere recitals and shall be construed as if drafted by all Parties hereto. The terms of this Agreement are and shall be binding upon each of the Parties hereto, their agents, attorneys, employees, successors, and assigns, and upon all other Persons claiming any interest in the subject matter hereof through any of the Parties hereto, including any Settlement Class Member.

119. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties hereto. Non-material amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the Court.

120. This Agreement shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of Louisiana.

121. The exhibits to this Agreement are an integral part of the Settlement and are hereby incorporated into and made a part of this Agreement.

122. To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding which may be instituted, prosecuted, or attempted in breach of this Agreement.

123. This Agreement shall be deemed to have been executed upon the last date of execution by all the undersigned counsel.

124. This Agreement may be executed in counterparts, each of which shall constitute an original.

125. The Parties will request that the Court retain continuing jurisdiction for the specific purpose of any enforcement, suit, action, proceeding, or dispute arising out of or relating to this Agreement and the Proposed Settlement embodied herein, and maintain jurisdiction over all Settlement Class Members. Specifically, the Parties shall request that the Court retain jurisdiction for purposes of: (a) implementation, enforcement, and administration of the Settlement, including any Releases in connection therewith; (b) resolution of any disputes concerning Settlement Class membership or entitlement to benefits under the terms of the Settlement; (c) enforcing and administering the Settlement and the Final Judgment until each and every act agreed to be

performed by the Parties has been performed pursuant to this Agreement; and (d) other matters related to the foregoing.

126. Titles of sections to this Agreement are illustrative only and are neither binding on the Parties nor to be considered any part of the drafting history or other means of interpreting this Agreement. This Agreement shall be deemed to have been drafted by all the Parties hereto and their counsel.

IN WITNESS HEREOF, the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on the date it is executed by all of the undersigned.

DATED this ____ day of __, 2025

SIGNATURES CONTINUED ON THE FOLLOWING PAGE

For Plaintiff:

By: _____
Anna Ardoin

Name
Witness

HERMAN HERMAN & KATZ, LLC

By:  _____
Soren E. Gisleson
7DE2C218B83B490...

EDELSBERG LAW

By:  _____
Scott Edelsberg
2C0C791B7C654DD...

EDELSBERG LAW

By: _____

Adam Schwartzbaum

Signed by:
Adam Schwartzbaum
0E236F8DD8B0458...

NORMAND PLLC

By: _____

Edmund A. Normand

DocuSigned by:
Edmund Normand
20102A020E1947D...

SHAMIS & GENTILE PA

By: _____

Andrew Shamis

DocuSigned by:
Andrew J. Shamis
57FD175878FB4EB...

*Attorneys for Named Plaintiff
and the Settlement Class*

For Defendant:

FISHMAN HAYGOOD LLP

By: _____

Jason Burge

Attorney for Defendant

APPROVED AS TO FORM AND SUBSTANCE

EXHIBIT H

Action	Deadline
Preliminary Approval Hearing	[insert date], 2024
Preliminary Approval Order entered	To be determined by Court
GoAuto provides Class List to Settlement Administrator	Within 15 days after entry of the Preliminary Approval Order
Deadline for Settlement Administrator to mail out the Short Form Notice and Claim Form and E-mail Notice	Within 45 days of the entry of the Preliminary Approval Order
Deadline for Settlement Administrator to send out second email and postcard notice	Date suggested by the Settlement Administrator
Deadline for Settlement Administrator to send out third email notice	Date suggested by the Settlement Administrator
Deadline for Class Members to opt-out of the Agreement	Thirty (30) days prior to the Final Approval Hearing
Deadline for Class Members to object to Agreement	Thirty (30) days prior to the Final Approval Hearing
Deadline for Parties to file any briefs in response to any objection	Ten (10) days before Final Approval Hearing
Final Approval Hearing	At least One Hundred (100) days after the Preliminary Approval Order
GoAuto to pay Class Counsel’s Fees and Costs and Class Representative Fees	The Effective Date (the 60 th day after the entry of the Final Judgment, as long as no appeals are filed)
Deadline for Class Members to file claims (“Claims Deadline”)	One Hundred and Thirty-Five (135) days after the Final Approval Hearing
GoAuto to send the Settlement Fund to the Settlement Administrator to pay the full amount of the Settlement Class Member Payments	No later than sixty (60) days from the Effective Date.
Payments to Class Members	Within 90 days of the Effective Date

EXHIBIT B

NOTICE OF CLASS ACTION SETTLEMENT

If your automobile was determined to be a total loss (i.e., the damage was too extensive to warrant repair), you may be entitled to compensation in connection with a class action settlement in *Anna Ardoin v. GoAuto Insurance Company, Case No. 719102, Div. 23* (19th Judicial District Court for the Parish of East Baton Rouge, Louisiana) (the “Action”). The proposed class settlement includes Louisiana insureds of GoAuto Insurance Company (“GoAuto or Defendant”).

Why am I getting this Notice? You have been identified as someone who may be a “Class Member” from GoAuto’s claims data because you were a Louisiana policyholder and insured under an insurance policy issued by GoAuto and submitted a first-party physical damage claim that resulted in a total loss claim payment during the period May 16, 2012, through and including, May 13, 2024.

What is this lawsuit about? The Settlement resolves a lawsuit claiming that GoAuto failed to comply with statutory changes requiring it to pay Sales Tax and Transfer Fees to insureds who submitted Louisiana first-party total loss auto claims.

Settlement Terms. GoAuto will pay unpaid Sales Tax and Transfer Fees to eligible Settlement Class Members who submit a claim. The payment is the full amount sought in the case. Claim payments will be based on the average tax rate for the state, and all applicable Transfer Fees (i.e., title, handling, plate) reasonably necessary to be paid upon the purchase of a replacement vehicle in Louisiana. GoAuto also will not contest an application for payment of attorneys’ fees and costs of up to \$3,500,000, and will pay \$10,000 as a service award to the Class Representative. Your settlement payment will be reduced by your pro rata share of these amounts. More details and the full terms of the Proposed Settlement are available at www.XXX.com [www.\[URL\].com](http://www.[URL].com).

How do I Receive Payment? To receive a payment, you must complete and mail the attached Claim Form (no stamp needed - - return postage has been prepaid) or submit a Claim Form online by going to [www.\[URL\].com](http://www.[URL].com) and following the instructions for submission. Claim Forms must be postmarked or submitted online by [REDACTED].

Do I have any other options? Unless you submit a Claim Form, you will not be eligible to get a Settlement payment and your rights will be affected. If you don’t want to be legally bound by the settlement, pursuant to which you will be giving a release of any claims asserted in the lawsuit, you must exclude yourself from it by [MONTH], [DAY], [YEAR]. Unless you exclude yourself, you won’t be able to sue or continue to sue GoAuto for any claim made in this lawsuit or released by the Settlement Agreement. If you stay in the Settlement (i.e., don’t exclude yourself), you may object to it or ask for permission for you or your own lawyer to appear and speak at the hearing—at your own cost—but you don’t have to. Objections and requests to appear, which must comply with the procedures for such submissions, are due by [MONTH], [DAY], [YEAR]. Objections and requests to appear must include the following information: (a) the name of this Action; (b) your full name, address, and telephone number; (c) all grounds for the objection, accompanied by any legal support for the objection known to you or your counsel; (d) the number of times you have objected to a class action settlement within the five years preceding the date that you file the objection, including the case name and number and jurisdiction of the court for such objections (if any); (e) the identity of your counsel (if any), including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application; (f) the identity of all counsel (if any) representing you who will appear at the Final Approval Hearing; (g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; (h) a statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and (i) your signature (an attorney’s signature is not sufficient).

COURT ORDERED LEGAL NOTICE

If you suffered a total-loss of a vehicle while insured by GoAuto Insurance Company from May 16, 2012 through _____, 2024, you may be entitled to a cash payment.

Anna Ardoin v. GoAuto
Class Action Settlement
PO BOX 0000
City, State, Zip Code

Complete and return the enclosed form by

to receive a cash payment.

Class Member John Doe
123 ABC Street
Omaha, NE 68183

postage
prepaid
mark

Settlement Administrator
P.O. Box ____
_____, _____

EXHIBIT C
EMAIL NOTICE

To: <<Class Member Email>>
From: Claims Administrator <noreply@_____TotalLossClassAction.com>
Subject: Class Action Notice

GoAuto’s records show you suffered a total loss while insured with them and you may be entitled to payment for Sales Tax and Transfer Fees from the class action settlement in the case:

19th Judicial District Court for the Parish of East Baton Rouge, Louisiana
Anna Ardoin v. GoAuto Insurance Company, Case No. 719102, Div. 23

Claim your potential cash payment from the Settlement by [Date].

TO MAKE A CLAIM: Click [here](#), or go to www.XXXX.com and enter your Claimant ID Number [insert Claimant ID Number]

You have been identified as a “Settlement Class Member” from GoAuto’s claims data, because you were a Louisiana policyholder and insured by GoAuto and submitted a physical damage claim with respect to a covered vehicle that resulted in a total loss claim payment during the period May 16, 2012, through and including, May 13, 2024.

The Settlement resolves a lawsuit claiming that GoAuto failed to comply with statutory changes requiring it to pay Sales Tax and Transfer Fees to insureds who submitted Louisiana first-party total loss auto claims.

GoAuto will pay unpaid Sales Tax and Transfer Fees to eligible Settlement Class Members who submit a claim. The payment is the full amount sought in the case. Claim payments will be based on the average tax rate for the state, and all applicable Transfer Fees (i.e., title, handling, plate) reasonably necessary to be paid upon the purchase of a replacement vehicle in Louisiana. GoAuto also will not contest an application for payment of attorneys’ fees and costs of up to \$3,500,000, and will pay \$10,000 as a service award to the Class Representative. Your settlement payment will be reduced by your pro rata share of these amounts.

To be eligible for payment, you must complete and mail the Claim Form attached to the postcard you received in the mail or submit a Claim Form online at www.XXXX.com by using the above link and Claimant ID information. Claim Forms must be postmarked or submitted online by ____, 2024.

Unless you timely file a Claim Form, you will not get a Settlement payment and your rights will be affected. If you don’t want to be legally bound by the Settlement, you must exclude yourself from it by [MONTH], [DAY], [YEAR]. Unless you exclude yourself, you won’t be able to sue or continue to sue Imperial for any claim made in this lawsuit or released by the Settlement Agreement. If you stay in the Settlement (i.e., don’t exclude yourself), you may object to it or ask for permission for you or your own lawyer to appear and speak at the hearing—at your own cost—but you don’t have to. Objections and requests to appear are due by [MONTH], [DAY], [YEAR], and must include the following information: (a) the name of this Action; (b) your full name, address, and telephone number; (c) all grounds for the objection, accompanied by any legal support for the objection known to you or your counsel; (d) the number of times you have objected to a class action settlement within the five years preceding the date that you file the objection, including the case name and number and jurisdiction of the court for such objections (if any); (e) the identity of your counsel (if any), including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application; (f) the identity of all counsel (if any) representing you who will appear at the Final Approval Hearing; (g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; (h) a statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and (i) your signature (an attorney’s signature is not sufficient).

More details and the full terms of the Proposed Settlement are available at www.XXXX.com. You may also contact Class Counsel at _____.

EXHIBIT D

IMPORTANT CLASS ACTION NOTICE

19th Judicial District Court for the Parish of East Baton Rouge, Louisiana
Anna Ardoin v. GoAuto Insurance Company, Case No. 719102, Div. 23

**A court authorized this Notice.
This is not a solicitation from a lawyer.
You are not being sued.**

PLEASE READ THIS NOTICE CAREFULLY

PARA UNA NOTIFICACIÓN EN ESPAÑOL, LLAMAR 1-800-565-0533, O VISITAR
www._____TotalLossClassAction.com

If your automobile was determined to be a total loss (i.e., the damage was too extensive to warrant repair) and you previously received a monetary payment from your insurer, you may be entitled to compensation in connection with a class action settlement in *Anna Ardoin v. GoAuto Insurance Company*, Case No. 719102, Div. 23 “GoAuto or Defendant”). The case alleges that GoAuto breached its auto insurance policies by failing to pay state sales tax, registration and tag fees, title fees and/or regulatory fees as part of the actual cash value of vehicles determined to be a total loss. This Notice explains, among other things: 1) the terms of the Settlement; 2) who is a Class Member; 3) how to submit a Claim Form for payment; 4) how to request exclusion from the Settlement; 5) how to object to the Settlement; and 6) how to get more information about the Settlement.

YOU ARE RECEIVING THIS NOTICE BECAUSE IT APPEARS THAT YOU ARE A MEMBER OF THE PROPOSED CLASS. IF YOU ARE A CLASS MEMBER, THIS LEGAL PROCEEDING MAY AFFECT YOUR RIGHTS.

HELP IS AVAILABLE TO ASSIST YOUR UNDERSTANDING OF THIS NOTICE.

Visit www.XXXX.com or call 1-####-###-#### toll free for more information.

BASIC INFORMATION

1. What is a class action and who is involved?

In a class action, one or more people called “Class Representatives” file a lawsuit on behalf of other people who have similar claims. This avoids the necessity for a large number of people to file similar individual lawsuits and enables the court system to resolve similar claims in an efficient and economical way.

2. What is this class action about?

Questions? Call 1-800-_____ or visit www._____TotalLossClassAction.com

In this Action, Plaintiff claims that Defendant GoAuto failed to comply with statutory changes requiring it to pay Sales Tax and Transfer Fees to insureds who submitted Louisiana first-party total loss auto claims. GoAuto maintains that it complied with the terms of the insurance policies and applicable law, has numerous merits and class defenses, and denies that it acted wrongfully or unlawfully and continues to deny all material allegations.

3. Why is this Notice being provided?

You have been identified as someone who may be a “Class Member” from Defendants’ claims data because you were insured under an insurance policy issued by GoAuto and submitted a first party physical damage claim with respect to a covered vehicle during the period May 16, 2012, through and including, May 13, 2024, that resulted in your vehicle being declared a total loss and the payment(s) made by GoAuto with respect to your claim did not include full amounts for sales tax, title fees and/or regulatory fees.

The exact definition of the proposed Class, which has been preliminarily certified is:

All Louisiana citizens who were insured under a motor-vehicle policy issued by GoAuto in the State of Louisiana with comprehensive and/or collision coverage and submitted a covered first-party physical damage claim, and whose claim was adjusted as a total loss and resulted in a total-loss payment from GoAuto during the period of limitations through the date of class certification and who did not retain the salvage vehicle.

This Notice explains that the Court has allowed, or preliminarily “certified,” the lawsuit described above as a class action for settlement purposes and describes Class Members’ legal rights and options in the lawsuit.

4. What are the terms of the Settlement?

As a part of the Settlement, GoAuto has agreed that after the Court approves the Settlement and it becomes effective:

- a. GoAuto will pay for unpaid Sales Tax and Transfer Fees to eligible Settlement Class Members who submit a claim. The payment is the full amount sought in the case. Claim payments will be the full amount of Sales Tax based on the garage location and date of loss or the average tax rate for the state, and all covered Transfer Fees (i.e., title, handling, plate) reasonably necessary to be paid upon the purchase of a replacement vehicle in Louisiana, less your pro rata share of attorney’s fees and costs.
- b. GoAuto also will not contest an application for payment of attorneys’ fees and costs of up to \$3,500,000.00.
- c. GoAuto will pay a service award of \$10,000.00 to the Class Representative.

In exchange, Plaintiff and the Class Members who do not exclude themselves from the Settlement agree to give up any claim they have arising out of or relating to the payment of taxes or fees on the settlement of total-loss claims in the Class Periods. If you are a Class Member, you can submit a Claim Form to be eligible to be paid. Alternatively, you may, if you wish, request to be excluded

from the Settlement, which means you are not eligible for payment, and you maintain your right to sue Defendants individually and separately for claims arising from or relating to Defendants' payment of taxes or fees in the handling or administering claims for coverage of total loss payments. You may also object to the terms of the Settlement, if you comply with the requirements set forth below. This settlement does not affect any claims related to any alleged undervaluation of the total loss vehicle.

5. What are my options?

If you are a Class Member, you have four options.

Option 1: Submit a Claim Form for Payment.

You may submit a Claim Form to obtain a monetary payment in connection with the _____ applied in your total loss claim payment. If you received a Notice in the mail, the Notice included a pre-filled Claim Form with one question. You can submit a claim by answering the question, signing the Claim Form, carefully tearing at the perforation, and putting the Claim Form in the mail or you may submit your Claim Form online at www.XXX.com. You may also have received Email Notice. If so, you may follow the directions in the Email Notice to submit a claim online at www.XXX.com. If you did not receive a Claim Form or Email Notice, you can call 1-800-XXX-XXXX or visit www.XXXX.com and request that the Settlement Administrator send you a Claim Form as described above (or a blank form that you will need to fill out).

You can also submit an electronic Claim Form by visiting www.XXXX.com, clicking the SUBMIT A CLAIM button, and following the steps outlined for you. You will need your full name and policy number in order to submit a claim if you did not receive a mailed Claim Form or Email Notice.

If you submit a Claim Form in the mail, it must be postmarked no later than _____. If you submit an electronic Claim, you must do so by 11:59 p.m. on _____.

Option 2. Exclude yourself from the Settlement.

You can choose not to be part of the Settlement by excluding yourself or "opting out" of the Settlement Class. If you wish to exclude yourself, you must do so on or before ___ as described below. You do not need to hire your own lawyer to request exclusion from the Settlement Class. If you exclude yourself from the Settlement Class, you give up your right to receive any benefits as part of this Settlement, and you will not be bound by any judgments or orders of the Court, whether favorable or unfavorable. However, you will keep your right to sue any of the Defendants separately in another lawsuit if you choose to pursue one.

To exclude yourself from this lawsuit and preserve your right to bring a separate case, you must make a request to be excluded in writing and, with sufficient postage, mail the request to:

Anna Ardoin v. GoAuto Insurance Company
c/o _____
ADDRESS
ADDRESS

A request for exclusion must be postmarked on or before ___.

Your request for exclusion must contain the following:

1. The name of the Action *Anna Ardoin v. GoAuto Insurance Company, Case No. 719102, Div. 23*,
2. Your full name;
3. Your current address;
4. A clear statement that you wish to be excluded from the Settlement Class, such as: “I request exclusion from the Settlement Class”; and
5. Your signature.

The Settlement Administrator will file your request for exclusion with the Court. If you are signing on behalf of a Class Member as a legal representative (such as an estate, trust or incompetent person), please include your full name, contact information, and the basis for your authority. A request for exclusion must be exercised individually and not on behalf of a group.

IF YOU DO NOT EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY THE POSTMARK DEADLINE OF __, YOU WILL REMAIN PART OF THE SETTLEMENT CLASS AND WILL BE BOUND BY THE ORDERS OF THE COURT IN THIS LAWSUIT AND BY THE TERMS OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT, EVEN IF YOU DO NOT SUBMIT A CLAIM FORM FOR PAYMENT. IF YOU DO NOT WISH TO BE BOUND BY THE DECISIONS OR SETTLEMENT IN THIS CASE, YOU MUST REQUEST EXCLUSION FROM THE CLASS ACTION.

Option 3: Object to the Terms of the Settlement.

The full terms of the Settlement can be found at www.XXXX.com. If you think the terms of the Settlement are not fair, reasonable, or adequate to the Class Members, you may file a written objection to the terms of the Settlement. If you object to the terms of the Settlement, you cannot request exclusion from the Settlement. If you object to the terms of the Settlement and your objection is overruled, you will be bound by the terms of the Settlement and all rulings and orders from the Court.

To properly object to the terms of the Settlement, you must send, with sufficient postage, a written objection to the terms of the Settlement. The written objection must include the following:

1. the name of the Action (*Anna Ardoin v. GoAuto Insurance Company, Case No. 719102, Div. 23*)
2. the objector’s full name, address and telephone number.
3. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel;
4. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling

Questions? Call 1-800-_____ or visit www._____.TotalLossClassAction.com

- upon the objector’s prior objections that were issued by the trial and appellate courts in each listed case;
5. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
 6. the number of times in which the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel’s or the counsel’s law firm’s prior objections that were issued by the trial and appellate courts in each listed case in which the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the preceding 5 years;
 7. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector’s counsel and any other person or entity;
 8. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing (you may have an attorney enter an appearance and present your objections for you);
 9. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
 10. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing, which is currently scheduled to take place on _____ at _____ (location and date are subject to change—please check the www.xxxx.com for any updates); and
 11. the objector’s signature (an attorney’s signature is not sufficient).

You must submit your objection to all the people listed below, postmarked no later than DATE.

<p>Edmund Normand NORMAND, PLLC 3165 McCrory Place, Suite 175 Orlando, FL 32803</p>	<p>Jason Burge FISHMAN HAYGOOD, LLP 201 St. Charles Avenue, 46th Floor New Orleans, LA 70170</p>
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Note that, if you object, you may be subject to discovery requests, such as answering questions in writing, producing documents, or providing testimony, consistent with the Louisiana Rules of Civil Procedure.

Any objection that is not postmarked by the deadline set forth above or which does not comport with the requirements listed above may waive the right to be heard at the Final Approval Hearing. If you file an objection, you waive the right to request exclusion from the Settlement and will be bound by any decisions and orders from the Court and by the terms of the Settlement if it is approved by the Court. If you do not want to be bound by the decisions and rulings by the Court

and the terms of the Settlement, you must file a request for exclusion and not a notice of intent to object.

Option 4. Do Nothing. Stay in the Case.

You have the right to do nothing. If you do nothing, you will be bound by the terms of the Settlement and will release any claim against GoAuto related to Defendant's handling or administering of claims for coverage of total loss sales tax and transfer fee payments in Louisiana, even if you do not submit a Claim for payment. You will not receive a payment if you do nothing.

The Court has preliminarily appointed Plaintiff Anna Ardoin to be the Class Representative. The Court has also preliminarily appointed the following lawyers as Class Counsel for the Settlement Class:

Edmund Normand

Florida Bar No. 0865590
Normand PLLC
3165 McCrory Place, Suite 175
Orlando, FL 32803
Telephone: (407) 603-6031
Facsimile: (888) 974-2175
normandpllc.com

Scott Edelsberg

Florida Bar No. 100537
Adam Schwartzbaum
Florida Bar No. _____
EDELSBERG LAW, P.A.
20900 NE 30th Ave, Suite 417
Aventura, FL 33180
Tel: (305) 975-3320
edelsberglaw.com

Andrew J. Shamis

Florida Bar No. 101754
SHAMIS & GENTILE, P.A.
14 N.E. 1st Ave., Ste. 705
Miami, FL 33132
Tel: (305) 479-2299
shamisgentile.com

Soren E. Gisleson, La. Bar No. 26302

Herman Herman & Katz, LLC
909 Poydras St., Suite 1860
New Orleans, Louisiana 70112-4060
Office: 504-481-4892
hhklawfirm.com

These lawyers are experienced in handling class action lawsuits, including actions on behalf of insured policyholders. More information about Class Counsel is available on their websites above.

Class Counsel will file an application for attorneys' fees and costs of \$3,500,000.00, with all amounts to be approved by the Court. Defendant has agreed not to object to such application and to pay these amounts if approved by the Court and if the Settlement becomes final. Class Counsel will also seek a Service Award for the Class Representative in the amount of \$10,000.00, which Defendant has agreed not to oppose, also subject to Court approval. The Service Award is designed to reward the Class Representative for securing the recovery awarded to Class Members, and to acknowledge the time spent by the Plaintiff participating in the case and mediation and prosecuting the claims for the benefit of the Settlement Class.

You will not be personally responsible for any fees, costs or expenses incurred by Class Counsel relating to the prosecution of this case. However, a proportionate deduction for such fees, costs and Class Representative Service Awards will be made to Settlement Payments.

Questions? Call 1-800-_____ or visit www._____.TotalLossClassAction.com

7. What Claim(s) against Defendants are Class Members releasing?

As a part of the Settlement, Class Members agree not to sue Defendant by asserting any claim arising out of or relating to the payment of taxes or covered transfer fees in connection with the settlement of total-loss claims in the relevant jurisdiction during the Class Period. Unless you request exclusion from the Settlement Class, you give up the right to individually sue the Defendant and claim you were underpaid as part of your total loss payment, even if you do not submit a Claim for payment as part of this Settlement. You are not releasing any other claim against the Defendant. Full terms of the Released Claims and Released Parties can be found in the proposed Settlement Agreement and Release at www.XXXX.com.

8. How do I find out more about this lawsuit?

If you have any questions about the lawsuit or any matter raised in this Notice, please go to www.xxxx.com or call toll-free at 1-###-###-####.

The Settlement website, www.XXXX.com, provides:

1. An electronic Claim Form submission option and directions for how to submit your Claim Form electronically;
2. The process for requesting a paper (non-electronic) pre-filled Claim Form or blank form;
3. The full terms of the Settlement;
4. Information and requirements for submitting a Claim Form, requesting exclusion, or filing an objection to the terms of the Settlement;
5. A copy of the Complaint filed by Plaintiffs and other important rulings and orders from the Court; and
6. Other general information about the Action.

You also may contact Class Counsel, whose contact information and websites are provided above.

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT OR THE CLERK OF THE COURT REGARDING THIS NOTICE.

EXHIBIT E

**19th JUDICIAL DISTRICT COURT FOR THE PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA**

NO. 719102

ANNA ARDOIN aka ANNA POUILLARD,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

GOAUTO INSURANCE COMPANY,

Defendant.

DIVISION 23

**[PROPOSED] 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 _____, 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 _____, 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

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 _____, 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 Herman & Katz, LLC, 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 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 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.

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).

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

21. 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 _____ day of _____, 2025.

EXHIBIT F

**19th JUDICIAL DISTRICT COURT FOR THE PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA**

ANNA ARDOIN aka ANNA POUILLARD,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

GOAUTO INSURANCE COMPANY,

Defendant.

NO. 719102

DIVISION 23

**ORDER PRELIMINARILY APPROVING SETTLEMENT
AND DIRECTING NOTICE TO THE CLASS [PROPOSED]**

Plaintiff Anna Ardoin (“Plaintiff”) and Defendant GoAuto Insurance Company (“Defendant” or “GoAuto”) (collectively, the “Parties”) have agreed, subject to approval by the Court, to settle this Action upon the terms and conditions in the Settlement Agreement (“Agreement”); and

Plaintiff has filed an unopposed motion for preliminary approval of class settlement, seeking, among other things, that the Court (1) certify the proposed class for settlement purposes; (2) grant preliminary approval of the Agreement; (3) direct notice to the settlement class; and (4) set a final approval hearing.

The Court has read and considered the Agreement and the exhibits thereto and has read and considered all other papers filed and proceedings had herein, and is otherwise fully informed, and for the reasons set forth below, the Court GRANTS Plaintiff’s motion for preliminary approval of the Settlement.

IT IS HEREBY ORDERED:

1. This Preliminary Approval Order incorporates by reference the definitions in the Agreement.

2. The Court has jurisdiction over the subject matter of this Action and over all Parties to this Action including, without limitation, the Settlement Class Members, to enter this Order.

3. The Court preliminarily approves the Settlement set forth in the Settlement Agreement submitted with the Motion (Ex. A to Motion), and preliminarily finds the Settlement to be fair, reasonable, and adequate to the Settlement Classes. The Court finds that the Settlement was arrived at in good faith, following extensive arm's-length negotiations, including participation with an independent mediator. The Court also finds that, at the final approval stage, the Court will likely be able to approve the Settlement under the criteria described in La. C.C.P. art. 594 and certify the settlement class under the criteria described in La. C.C.P. arts. 591(A), (B)(3), (B)(4), and art. 594(E).

4. These findings are subject to a final determination to be made after the Fairness Hearing set forth below in this Order. GoAuto shall retain all rights to contest liability, including on appeal if the Settlement is not ultimately approved. Neither the Settlement Agreement, nor any of its terms or provisions, shall be construed as an admission or concession by GoAuto of the truth of the allegations made in the Action, or of any liability, fault, or wrongdoing of any kind whatsoever, except that GoAuto may file this Order in any action that may be brought against it in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

5. For purposes of the preliminary approval of the Settlement, the Court finds as to the Settlement Class that: (1) the Settlement Class Members are so numerous as to make joinder of them impracticable; (2) there are questions of law and fact common to the Settlement Class as to the reasonableness of the settlement among other common issues in the litigation, and such questions predominate over any questions affecting only individual members of the Settlement Class; (3) Plaintiff's claims and defenses asserted thereto are typical of the claims of Settlement Class Members and the defenses asserted thereto; (4) Plaintiff and Class Counsel have fairly and adequately protected the interests of the Settlement Class Members throughout this litigation; (5) the class is defined objectively in terms of ascertainable criteria, such that the court may determine the constituency of the class for purposes of the conclusiveness of any judgment that may be rendered; (6) the common questions of law and fact predominate over questions affecting individual class members, and (7) a class action is superior to all other available methods for fairly and efficiently resolving this litigation, considering: (i) the interest of the Settlement Class Members in individually controlling the prosecution of separate actions; (ii) the extent and nature of the litigation concerning the controversy already commenced by the Settlement Class Members; (iii) the desirability and undesirability of concentrating the litigation of these claims in a particular forum; (iv) the difficulties likely to be encountered in the management of a class action; (v) the practical ability of Settlement Class Members to pursue their claims without class certification; and (vi) the extent to which the relief plausibly demanded on behalf of the Class justifies the costs and burdens of class litigation. Moreover, the Court has considered the factors set forth in Rule La. C.C.P. art. 594(E) and has concluded that the preliminary approval and notice to the Settlement Class Members is appropriate and warranted.

6. Consistent with the Agreement, the Court preliminarily and conditionally approves the following Settlement Class:

The “Settlement Class” means Insureds under a motor-vehicle policy issued by GoAuto Insurance Company in the State of Louisiana with comprehensive and/or collision coverage who submitted a covered first-party physical damage claim, and whose claim was adjusted as a total loss and resulted in a total-loss payment from Defendant, where the Insured did not retain the damaged vehicle, and which payment did not include full Sales Tax or Covered Regulatory Fees during the Class Period. Excluded from the Settlement Class are (1) GoAuto, its agents, employees, subsidiaries, parents, and related entities; all present or former officers and/or directors of GoAuto; the Settlement Administrator; the Mediator; Class Counsel; and any Judge of this Court and the Judge’s staff and employees; (2) individuals with claims for which GoAuto received a valid and executed release; (3) individuals who are not on the Notice list and who did not submit a valid Claim Form or Electronic Claim Form for payment under this Settlement Agreement; (4) individuals who request exclusion from the Class; and (5) individuals with claims for first-party property damage as to which the individual process of appraisal or arbitration or a lawsuit has been completed or initiated at the time this Settlement Agreement is filed.

7. The Court preliminarily approves and appoints Plaintiff as Class Representative, and Normand PLLC, Edelsberg Law, P.A., Shamis & Gentile, P.A., and Herman Herman & Katz, LLC, as Class Counsel.

8. The Court approves the Notice protocol described in the Agreement as to both form and content.

9. All dates that are set forth in or that otherwise flow from the Preliminary Approval Order shall be added to the Short Form Notice before it is sent to Settlement Class Members.

10. The Court finds the Notice protocol constitutes the best notice practicable under the circumstances and constitutes 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).

11. The Court approves the Notice protocol and directs mailing of the Mail Notice by first-class mail and transmission of the Email Notice as set forth in the Agreement and directs the Settlement Administrator to follow the procedures set forth in the Agreement for delivery of notice.

12. The Court approves the Claim Forms, the content of which is without material alteration from Exhibit A to the Agreement.

13. The Claims Submission Deadline after which the Claim Forms shall be deemed untimely shall be one-hundred and thirty-five (135) days after the date of entry of this Order.

14. The Court approves the settlement website as described in the Agreement, which may be amended during the settlement as appropriate and agreed to by the Parties.

15. The Court appoints Epiq as the Settlement Administrator.

16. The Court directs the Settlement Administrator to create, maintain, and establish the website described in the Agreement and approved herein. The website shall be accessible on or before the date on which the first Mailed Notice and/or Email Notice is sent.

17. The Court directs the Settlement Administrator to maintain a toll-free telephone system containing recorded answers to frequently asked questions, along with an option permitting potential Settlement Class Members to record a message to be returned by the Settlement Administrator.

18. The Settlement Administrator shall file proof of completion of the Notice Program on or before ten (10) days prior to the Final Approval Hearing, along with the list of all Persons who timely requested exclusion from the Settlement Class.

19. Each Settlement Class Member who wishes to exclude himself or herself from the Settlement Classes must submit an appropriate, timely request for exclusion, postmarked not later than 30 days prior to the Final Approval Hearing, to the Settlement Administrator at the address

in the notice, and that complies with the requirements in Paragraph 96 of the Agreement. Any exclusion must be exercised individually by a Settlement Class Member or his or her Legally Authorized Representative, not as or on behalf of a group, class, or subclass.

20. Any Settlement Class Member who does not submit a timely, written request for exclusion from the Settlement Class will be bound by all proceedings, orders, and judgments in the Action, even if such Settlement Class Member never received actual notice of the Action or this Proposed Settlement.

21. Each Settlement Class Member who has not submitted a timely request for exclusion from the Settlement Class, and who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or to intervene in the Action, must follow the procedures set forth in Paragraphs 97 and 98 of the Agreement. The right to object to the Settlement must be exercised individually by a Settlement Class Member or his or her attorney or legally authorized representative, and not as a member of a group, class, or subclass.

22. The Settlement Administrator shall receive requests for exclusion, objections, notices of intention to appear, and any other settlement-related communications, and only the Settlement Administrator, the Parties, the Court, the Clerk of the Court, and their designated agents shall have access to these documents, except as otherwise expressly provided in the Agreement.

23. The Settlement Administrator shall promptly furnish to Class Counsel and Counsel for Defendant copies of any and all objections, written requests for exclusion, motions to intervene, notices of intention to appear, or other communications that come into its possession, as set forth in the Agreement.

24. The Court hereby stays all proceedings in the Action until further order of the Court, except that the Parties may conduct such limited proceedings as may be necessary to implement the Proposed Settlement or to effectuate the terms of this Agreement.

25. As an initial point, the Court notes that “class action settlements are the preferred means for the resolution of legal disputes, as “[c]lass action settlements offer obvious benefits to litigants and courts alike by providing a valuable mechanism for disposing of massive lawsuits that threaten to usurp huge amounts of resources and time.” *Orrill v. AIG, Inc.*, 38 So. 3d 457, 468 (La. Cir. Ct. App. 2010) (quoting Kent A. Lambert, *Class Action Settlements in Louisiana*, 61 La. L. Rev. 89, 127 (2000)). Even for straightforward claims, approval of settlement is favored where settlement “avoids the risks and burdens of potentially protracted litigation.” *In re Educ. Testing Serv. Praxis Principles of Learning & Teaching, Grades 7-12 Litig.*, 447 F. Supp. 2d 612, 620 (E.D. La. 2006).

26. The Court finds that, for purposes of preliminary approval, both procedural and threshold requirements set forth in La. C.C.P. art. 594(E) (and the analogous Fed. R. Civ. P. 23(e)(2) factors) appear to be satisfied. Moreover, each of the factors listed in *Reed v. General Motors Corp.*, 703 F.2d 170, 172 (5th Cir. 1983) support a finding that the Agreement is fair, reasonable, and adequate. *See Orrill*, 38 So. 3d at 135 (applying the *Reed* factors as part of the analysis for approving a Louisiana state court settlement).

27. The first *Reed* factor is the existence of fraud or collusion, which overlaps with Fed. R. Civ. P. 23(e)(2)(B)’s requirement that negotiations occur at arm’s length. Here, the parties vigorously litigated the claims through discovery, dispositive motion briefing (including GoAuto’s Motion for Summary Judgment), and class certification. *See Soileau v. Churchill Downs La. Horseracing Co., LLC*, 334 So. 3d 901, 960 (La. Ct. App. 2021) (“The federal jurisprudence

reveals a protracted period of litigation prior to settlement is evidence of a lack of fraud or collusion.”). Thus, the Plaintiff and Class Counsel were provided with sufficient information and knowledge of the claims, issues, and defenses prior to negotiating and settling the claims. *See In re Educ. Testing*, 447 F. Supp. 2d 612, 620 (E.D. La. 2006) (noting that “the question is . . . whether the parties have obtained sufficient information about the strengths and weaknesses of their respective cases to make a reasoned judgment about the desirability of settling the case on the terms proposed . . .”). Moreover, the negotiations were conducted under the oversight of John W. Perry, a well-respected mediator, and were clearly conducted at arm’s length. *See generally Celeste v. Intrusion Inc.*, 2022 U.S. Dist. LEXIS 226841, at *12 (E.D. Tex. Dec. 16, 2022) (“The parties entered the proposed settlement agreement after a full-day mediation—which ‘suggests the settlement was not the result of improper dealings.’”) (quotation omitted).

28. Like Fed. R. Civ. P. 23(e)(2)(C)-(D), Louisiana law prescribes four substantive factors relevant to the class settlement analysis: the costs and risk of trial and appeal, the method of claim distribution, the terms of attorneys’ fees, and whether class members are treated equitably relative to each other. *E.g., Soileau*, 334 So. 3d at 957–58 (applying same factors as Fed. R. Civ. P. 23(e)(2)(C)-(D) in assessing sufficiency of class settlement under La. C.C.P. art. 594). For purposes of preliminary approval, these factors weigh in favor of approval. First, the likelihood of success absent settlement is uncertain. And given this uncertainty, the benefits secured through the Agreement are sufficiently fair and reasonable, especially considering the complexity of this case and likely duration of the remaining litigation. Additionally, the claim-processing method—which requires Settlement Class Members merely to confirm the accuracy of a pre-filled, postage-prepaid Claim Form or to correct any mistakes—is simple and straightforward. Finally, the Parties did not discuss attorneys’ fees until after they reached an agreement concerning the substantive terms of

the Agreement. Moreover, the Class Members are treated identically for all material elements of the Agreement.

29. The factors set forth in *Reed*, 703 F.2d 170 that do not overlap with Fed. R. Civ. P. 23(e)(2)—the opinions of class counsel and range of possible recovery—also weigh in favor of preliminary approval. Through the discovery process, Class Counsel became familiar with GoAuto’s data systems, business practices, and procedures, and have extensive experience and knowledge of the claims and defenses at issue, and their opinion is that the Agreement is favorable to and in the best interest of the Settlement Class. *See Cotton v. Hinton*, 559 F.2d 1326, 1330 (5th Cir. 1977) (holding that “absent fraud, collusion, or the like,” a court “should be hesitant to substitute its own judgment for that of counsel[.]”). Additionally, the recovery for Settlement Class Members is satisfactory considering the possible range of recovery and uncertainty of damages. *See Hays v. Eaton Grp Attys., LLC*, No. 17-88-JWD-RLB, 2019 U.S. Dist. LEXIS 17029, at *28 (M.D. La. Feb. 4, 2019) (“[A] settlement can be satisfying even if it amounts to a hundredth or even a thousandth of a single percent of the potential recovery.”) (quoting *Behrens v. Wometco Enters., Inc.*, 118 F.R.D. 534, 542 (S.D. Fla. 1988), *aff’d*, 899 F.2d 21 (11th Cir. 1990)).

30. A hearing shall be held on _____, 2025, at _____ .m., for the purpose of determining (a) whether the proposed Agreement is fair, reasonable and adequate and should be finally approved by the Court; (b) whether a Final Judgment granting approval of the Agreement and dismissing the Action with prejudice should be entered; (c) whether the Class Representative should receive an incentive award and in what amount; (d) whether Class Counsel should receive a fees and costs award and in what amount; and (e) any other matters the Court may deem just and proper.

31. Any application for Class Counsel Fee Award and Service Awards, shall be filed with the Court at least fifteen (15) days prior to the deadline to the Objection and Opt-Out Deadlines.

32. All other papers in support of the Agreement or responding to objections or motions to intervene shall be filed at least ten (10) days prior to the Final Approval Hearing.

33. The Court may adjourn the Final Approval Hearing from time to time and without further notice to the Settlement Class Members. The Court reserves the right to approve the Agreement at or after the Final Approval Hearing with such modifications as may be consented to by the Parties and without further notice to the Settlement Class Members. The Court further reserves the right to enter a Final Judgment, dismissing the Action with prejudice as to GoAuto and against the Plaintiff and the Settlement Class Members at or after the Final Approval Hearing and without further notice to the Settlement Class Members.

34. The following schedule is established to guide the Parties in conducting the Notice and claims administration process:

PROPOSED PRELIMINARY SCHEDULE

#	Action	Deadline
1	Preliminary Approval Hearing	[insert date], 2024
2	Preliminary Approval Order entered	To be determined by Court
3	GoAuto provides Class List to Settlement Administrator	Within 15 days after entry of the Preliminary Approval Order
4	Deadline for Settlement Administrator to mail out the Short Form Notice and Claim Form and E-mail Notice	Within 45 days of the entry of the Preliminary Approval Order
5	Deadline for Settlement Administrator to send out second email and postcard notice	Date suggested by the Settlement Administrator

6	Deadline for Settlement Administrator to send out third email notice	Date suggested by the Settlement Administrator
7	Deadline for Class Members to opt-out of the Agreement	Thirty (30) days prior to the Final Approval Hearing
8	Deadline for Class Members to object to Agreement	Thirty (30) days prior to the Final Approval Hearing
9	Deadline for Parties to file any briefs in response to any objection	Ten (10) days before Final Approval Hearing
10	Final Approval Hearing	At least One Hundred (100) days after the Preliminary Approval Order
11	GoAuto to pay Class Counsel’s Fees and Costs and Class Representative Fees	The Effective Date (60 days after the entry of the Final Judgment, as long as no appeals are filed)
12	Deadline for Class Members to file claims (“Claims Deadline”)	One hundred thirty-five (135) days after the Preliminary Approval Order
13	GoAuto to send the Settlement Fund to the Settlement Administrator to pay the full amount of the Settlement Class Member Payments	No later than sixty (60) days from the Effective Date.
14	Payments to Class Members	Within 90 days of the Effective Date

The Parties may make reasonable adjustments to the notice deadlines without prior Court approval.

IT IS SO ORDERED.

DATED: _____

EXHIBIT B

NOTICE OF CLASS ACTION SETTLEMENT

If your automobile was determined to be a total loss (i.e., the damage was too extensive to warrant repair), you may be entitled to compensation in connection with a class action settlement in *Anna Ardoin v. GoAuto Insurance Company, Case No. 719102, Div. 23* (19th Judicial District Court for the Parish of East Baton Rouge, Louisiana) (the “Action”). The proposed class settlement includes Louisiana insureds of GoAuto Insurance Company (“GoAuto or Defendant”).

Why am I getting this Notice? You have been identified as someone who may be a “Class Member” from GoAuto’s claims data because you were a Louisiana policyholder and insured under an insurance policy issued by GoAuto and submitted a first-party physical damage claim that resulted in a total loss claim payment during the period May 16, 2012, through and including, May 13, 2024.

What is this lawsuit about? The Settlement resolves a lawsuit claiming that GoAuto failed to comply with statutory changes requiring it to pay Sales Tax and Transfer Fees to insureds who submitted Louisiana first-party total loss auto claims.

Settlement Terms. GoAuto will pay unpaid Sales Tax and Transfer Fees to eligible Settlement Class Members who submit a claim. The payment is the full amount sought in the case. Claim payments will be based on the average tax rate for the state, and all applicable Transfer Fees (i.e., title, handling, plate) reasonably necessary to be paid upon the purchase of a replacement vehicle in Louisiana. GoAuto also will not contest an application for payment of attorneys’ fees and costs of up to \$3,500,000, and will pay \$10,000 as a service award to the Class Representative. Your settlement payment will be reduced by your pro rata share of these amounts. More details and the full terms of the Proposed Settlement are available at www.XXX.com [www.\[URL\].com](http://www.[URL].com).

How do I Receive Payment? To receive a payment, you must complete and mail the attached Claim Form (no stamp needed - - return postage has been prepaid) or submit a Claim Form online by going to [www.\[URL\].com](http://www.[URL].com) and following the instructions for submission. Claim Forms must be postmarked or submitted online by [REDACTED].

Do I have any other options? Unless you submit a Claim Form, you will not be eligible to get a Settlement payment and your rights will be affected. If you don’t want to be legally bound by the settlement, pursuant to which you will be giving a release of any claims asserted in the lawsuit, you must exclude yourself from it by [MONTH], [DAY], [YEAR]. Unless you exclude yourself, you won’t be able to sue or continue to sue GoAuto for any claim made in this lawsuit or released by the Settlement Agreement. If you stay in the Settlement (i.e., don’t exclude yourself), you may object to it or ask for permission for you or your own lawyer to appear and speak at the hearing—at your own cost—but you don’t have to. Objections and requests to appear, which must comply with the procedures for such submissions, are due by [MONTH], [DAY], [YEAR]. Objections and requests to appear must include the following information: (a) the name of this Action; (b) your full name, address, and telephone number; (c) all grounds for the objection, accompanied by any legal support for the objection known to you or your counsel; (d) the number of times you have objected to a class action settlement within the five years preceding the date that you file the objection, including the case name and number and jurisdiction of the court for such objections (if any); (e) the identity of your counsel (if any), including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application; (f) the identity of all counsel (if any) representing you who will appear at the Final Approval Hearing; (g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; (h) a statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and (i) your signature (an attorney’s signature is not sufficient).

COURT ORDERED LEGAL NOTICE

If you suffered a total-loss of a vehicle while insured by GoAuto Insurance Company from May 16, 2012 through _____, 2024, you may be entitled to a cash payment.

Anna Ardoin v. GoAuto
Class Action Settlement
PO BOX 0000
City, State, Zip Code

Complete and return the enclosed form by

to receive a cash payment.

Class Member John Doe
123 ABC Street
Omaha, NE 68183

postage
prepaid
mark

Settlement Administrator
P.O. Box ____
_____, _____

EXHIBIT C
EMAIL NOTICE

To: <<Class Member Email>>
From: Claims Administrator <noreply@_____TotalLossClassAction.com>
Subject: Class Action Notice

GoAuto's records show you suffered a total loss while insured with them and you may be entitled to payment for Sales Tax and Transfer Fees from the class action settlement in the case:

19th Judicial District Court for the Parish of East Baton Rouge, Louisiana
Anna Ardoin v. GoAuto Insurance Company, Case No. 719102, Div. 23

Claim your potential cash payment from the Settlement by [Date].

TO MAKE A CLAIM: Click [here](#), or go to www.XXXX.com and enter your Claimant ID Number [insert Claimant ID Number]

You have been identified as a "Settlement Class Member" from GoAuto's claims data, because you were a Louisiana policyholder and insured by GoAuto and submitted a physical damage claim with respect to a covered vehicle that resulted in a total loss claim payment during the period May 16, 2012, through and including, May 13, 2024.

The Settlement resolves a lawsuit claiming that GoAuto failed to comply with statutory changes requiring it to pay Sales Tax and Transfer Fees to insureds who submitted Louisiana first-party total loss auto claims.

GoAuto will pay unpaid Sales Tax and Transfer Fees to eligible Settlement Class Members who submit a claim. The payment is the full amount sought in the case. Claim payments will be based on the average tax rate for the state, and all applicable Transfer Fees (i.e., title, handling, plate) reasonably necessary to be paid upon the purchase of a replacement vehicle in Louisiana. GoAuto also will not contest an application for payment of attorneys' fees and costs of up to \$3,500,000, and will pay \$10,000 as a service award to the Class Representative. Your settlement payment will be reduced by your pro rata share of these amounts.

To be eligible for payment, you must complete and mail the Claim Form attached to the postcard you received in the mail or submit a Claim Form online at www.XXXX.com by using the above link and Claimant ID information. Claim Forms must be postmarked or submitted online by ____, 2024.

Unless you timely file a Claim Form, you will not get a Settlement payment and your rights will be affected. If you don't want to be legally bound by the Settlement, you must exclude yourself from it by [MONTH], [DAY], [YEAR]. Unless you exclude yourself, you won't be able to sue or continue to sue Imperial for any claim made in this lawsuit or released by the Settlement Agreement. If you stay in the Settlement (i.e., don't exclude yourself), you may object to it or ask for permission for you or your own lawyer to appear and speak at the hearing—at your own cost—but you don't have to. Objections and requests to appear are due by [MONTH], [DAY], [YEAR], and must include the following information: (a) the name of this Action; (b) your full name, address, and telephone number; (c) all grounds for the objection, accompanied by any legal support for the objection known to you or your counsel; (d) the number of times you have objected to a class action settlement within the five years preceding the date that you file the objection, including the case name and number and jurisdiction of the court for such objections (if any); (e) the identity of your counsel (if any), including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application; (f) the identity of all counsel (if any) representing you who will appear at the Final Approval Hearing; (g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; (h) a statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and (i) your signature (an attorney's signature is not sufficient).

More details and the full terms of the Proposed Settlement are available at www.XXXX.com. You may also contact Class Counsel at _____.

EXHIBIT D

IMPORTANT CLASS ACTION NOTICE

19th Judicial District Court for the Parish of East Baton Rouge, Louisiana
Anna Ardoin v. GoAuto Insurance Company, Case No. 719102, Div. 23

**A court authorized this Notice.
This is not a solicitation from a lawyer.
You are not being sued.**

PLEASE READ THIS NOTICE CAREFULLY

PARA UNA NOTIFICACIÓN EN ESPAÑOL, LLAMAR 1-800-565-0533, O VISITAR
www._____TotalLossClassAction.com

If your automobile was determined to be a total loss (i.e., the damage was too extensive to warrant repair) and you previously received a monetary payment from your insurer, you may be entitled to compensation in connection with a class action settlement in *Anna Ardoin v. GoAuto Insurance Company*, Case No. 719102, Div. 23 “GoAuto or Defendant”). The case alleges that GoAuto breached its auto insurance policies by failing to pay state sales tax, registration and tag fees, title fees and/or regulatory fees as part of the actual cash value of vehicles determined to be a total loss. This Notice explains, among other things: 1) the terms of the Settlement; 2) who is a Class Member; 3) how to submit a Claim Form for payment; 4) how to request exclusion from the Settlement; 5) how to object to the Settlement; and 6) how to get more information about the Settlement.

YOU ARE RECEIVING THIS NOTICE BECAUSE IT APPEARS THAT YOU ARE A MEMBER OF THE PROPOSED CLASS. IF YOU ARE A CLASS MEMBER, THIS LEGAL PROCEEDING MAY AFFECT YOUR RIGHTS.

HELP IS AVAILABLE TO ASSIST YOUR UNDERSTANDING OF THIS NOTICE.

Visit www.XXXX.com or call 1-####-###-#### toll free for more information.

BASIC INFORMATION

1. What is a class action and who is involved?

In a class action, one or more people called “Class Representatives” file a lawsuit on behalf of other people who have similar claims. This avoids the necessity for a large number of people to file similar individual lawsuits and enables the court system to resolve similar claims in an efficient and economical way.

2. What is this class action about?

Questions? Call 1-800-_____ or visit www._____TotalLossClassAction.com

In this Action, Plaintiff claims that Defendant GoAuto failed to comply with statutory changes requiring it to pay Sales Tax and Transfer Fees to insureds who submitted Louisiana first-party total loss auto claims. GoAuto maintains that it complied with the terms of the insurance policies and applicable law, has numerous merits and class defenses, and denies that it acted wrongfully or unlawfully and continues to deny all material allegations.

3. Why is this Notice being provided?

You have been identified as someone who may be a “Class Member” from Defendants’ claims data because you were insured under an insurance policy issued by GoAuto and submitted a first party physical damage claim with respect to a covered vehicle during the period May 16, 2012, through and including, May 13, 2024, that resulted in your vehicle being declared a total loss and the payment(s) made by GoAuto with respect to your claim did not include full amounts for sales tax, title fees and/or regulatory fees.

The exact definition of the proposed Class, which has been preliminarily certified is:

All Louisiana citizens who were insured under a motor-vehicle policy issued by GoAuto in the State of Louisiana with comprehensive and/or collision coverage and submitted a covered first-party physical damage claim, and whose claim was adjusted as a total loss and resulted in a total-loss payment from GoAuto during the period of limitations through the date of class certification and who did not retain the salvage vehicle.

This Notice explains that the Court has allowed, or preliminarily “certified,” the lawsuit described above as a class action for settlement purposes and describes Class Members’ legal rights and options in the lawsuit.

4. What are the terms of the Settlement?

As a part of the Settlement, GoAuto has agreed that after the Court approves the Settlement and it becomes effective:

- a. GoAuto will pay for unpaid Sales Tax and Transfer Fees to eligible Settlement Class Members who submit a claim. The payment is the full amount sought in the case. Claim payments will be the full amount of Sales Tax based on the garage location and date of loss or the average tax rate for the state, and all covered Transfer Fees (i.e., title, handling, plate) reasonably necessary to be paid upon the purchase of a replacement vehicle in Louisiana, less your pro rata share of attorney’s fees and costs.
- b. GoAuto also will not contest an application for payment of attorneys’ fees and costs of up to \$3,500,000.00.
- c. GoAuto will pay a service award of \$10,000.00 to the Class Representative.

In exchange, Plaintiff and the Class Members who do not exclude themselves from the Settlement agree to give up any claim they have arising out of or relating to the payment of taxes or fees on the settlement of total-loss claims in the Class Periods. If you are a Class Member, you can submit a Claim Form to be eligible to be paid. Alternatively, you may, if you wish, request to be excluded

from the Settlement, which means you are not eligible for payment, and you maintain your right to sue Defendants individually and separately for claims arising from or relating to Defendants' payment of taxes or fees in the handling or administering claims for coverage of total loss payments. You may also object to the terms of the Settlement, if you comply with the requirements set forth below. This settlement does not affect any claims related to any alleged undervaluation of the total loss vehicle.

5. What are my options?

If you are a Class Member, you have four options.

Option 1: Submit a Claim Form for Payment.

You may submit a Claim Form to obtain a monetary payment in connection with the _____ applied in your total loss claim payment. If you received a Notice in the mail, the Notice included a pre-filled Claim Form with one question. You can submit a claim by answering the question, signing the Claim Form, carefully tearing at the perforation, and putting the Claim Form in the mail or you may submit your Claim Form online at www.XXX.com. You may also have received Email Notice. If so, you may follow the directions in the Email Notice to submit a claim online at www.XXX.com. If you did not receive a Claim Form or Email Notice, you can call 1-800-XXX-XXXX or visit www.XXXX.com and request that the Settlement Administrator send you a Claim Form as described above (or a blank form that you will need to fill out).

You can also submit an electronic Claim Form by visiting www.XXXX.com, clicking the SUBMIT A CLAIM button, and following the steps outlined for you. You will need your full name and policy number in order to submit a claim if you did not receive a mailed Claim Form or Email Notice.

If you submit a Claim Form in the mail, it must be postmarked no later than _____. If you submit an electronic Claim, you must do so by 11:59 p.m. on _____.

Option 2. Exclude yourself from the Settlement.

You can choose not to be part of the Settlement by excluding yourself or "opting out" of the Settlement Class. If you wish to exclude yourself, you must do so on or before ___ as described below. You do not need to hire your own lawyer to request exclusion from the Settlement Class. If you exclude yourself from the Settlement Class, you give up your right to receive any benefits as part of this Settlement, and you will not be bound by any judgments or orders of the Court, whether favorable or unfavorable. However, you will keep your right to sue any of the Defendants separately in another lawsuit if you choose to pursue one.

To exclude yourself from this lawsuit and preserve your right to bring a separate case, you must make a request to be excluded in writing and, with sufficient postage, mail the request to:

Anna Ardoin v. GoAuto Insurance Company
c/o _____
ADDRESS
ADDRESS

A request for exclusion must be postmarked on or before ___.

Your request for exclusion must contain the following:

1. The name of the Action *Anna Ardoin v. GoAuto Insurance Company, Case No. 719102, Div. 23*,
2. Your full name;
3. Your current address;
4. A clear statement that you wish to be excluded from the Settlement Class, such as: “I request exclusion from the Settlement Class”; and
5. Your signature.

The Settlement Administrator will file your request for exclusion with the Court. If you are signing on behalf of a Class Member as a legal representative (such as an estate, trust or incompetent person), please include your full name, contact information, and the basis for your authority. A request for exclusion must be exercised individually and not on behalf of a group.

IF YOU DO NOT EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY THE POSTMARK DEADLINE OF __, YOU WILL REMAIN PART OF THE SETTLEMENT CLASS AND WILL BE BOUND BY THE ORDERS OF THE COURT IN THIS LAWSUIT AND BY THE TERMS OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT, EVEN IF YOU DO NOT SUBMIT A CLAIM FORM FOR PAYMENT. IF YOU DO NOT WISH TO BE BOUND BY THE DECISIONS OR SETTLEMENT IN THIS CASE, YOU MUST REQUEST EXCLUSION FROM THE CLASS ACTION.

Option 3: Object to the Terms of the Settlement.

The full terms of the Settlement can be found at www.XXXX.com. If you think the terms of the Settlement are not fair, reasonable, or adequate to the Class Members, you may file a written objection to the terms of the Settlement. If you object to the terms of the Settlement, you cannot request exclusion from the Settlement. If you object to the terms of the Settlement and your objection is overruled, you will be bound by the terms of the Settlement and all rulings and orders from the Court.

To properly object to the terms of the Settlement, you must send, with sufficient postage, a written objection to the terms of the Settlement. The written objection must include the following:

1. the name of the Action (*Anna Ardoin v. GoAuto Insurance Company, Case No. 719102, Div. 23*)
2. the objector’s full name, address and telephone number.
3. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel;
4. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling

Questions? Call 1-800-_____ or visit www._____.TotalLossClassAction.com

- upon the objector’s prior objections that were issued by the trial and appellate courts in each listed case;
5. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
 6. the number of times in which the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel’s or the counsel’s law firm’s prior objections that were issued by the trial and appellate courts in each listed case in which the objector’s counsel and/or counsel’s law firm have objected to a class action settlement within the preceding 5 years;
 7. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector’s counsel and any other person or entity;
 8. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing (you may have an attorney enter an appearance and present your objections for you);
 9. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection;
 10. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing, which is currently scheduled to take place on _____ at _____ (location and date are subject to change—please check the www.xxxx.com for any updates); and
 11. the objector’s signature (an attorney’s signature is not sufficient).

You must submit your objection to all the people listed below, postmarked no later than DATE.

<p>Edmund Normand NORMAND, PLLC 3165 McCrory Place, Suite 175 Orlando, FL 32803</p>	<p>Jason Burge FISHMAN HAYGOOD, LLP 201 St. Charles Avenue, 46th Floor New Orleans, LA 70170</p>
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Note that, if you object, you may be subject to discovery requests, such as answering questions in writing, producing documents, or providing testimony, consistent with the Louisiana Rules of Civil Procedure.

Any objection that is not postmarked by the deadline set forth above or which does not comport with the requirements listed above may waive the right to be heard at the Final Approval Hearing. If you file an objection, you waive the right to request exclusion from the Settlement and will be bound by any decisions and orders from the Court and by the terms of the Settlement if it is approved by the Court. If you do not want to be bound by the decisions and rulings by the Court

and the terms of the Settlement, you must file a request for exclusion and not a notice of intent to object.

Option 4. Do Nothing. Stay in the Case.

You have the right to do nothing. If you do nothing, you will be bound by the terms of the Settlement and will release any claim against GoAuto related to Defendant's handling or administering of claims for coverage of total loss sales tax and transfer fee payments in Louisiana, even if you do not submit a Claim for payment. You will not receive a payment if you do nothing.

The Court has preliminarily appointed Plaintiff Anna Ardoin to be the Class Representative. The Court has also preliminarily appointed the following lawyers as Class Counsel for the Settlement Class:

Edmund Normand

Florida Bar No. 0865590
Normand PLLC
3165 McCrory Place, Suite 175
Orlando, FL 32803
Telephone: (407) 603-6031
Facsimile: (888) 974-2175
normandpllc.com

Scott Edelsberg

Florida Bar No. 100537
Adam Schwartzbaum
Florida Bar No. _____
EDELSBERG LAW, P.A.
20900 NE 30th Ave, Suite 417
Aventura, FL 33180
Tel: (305) 975-3320
edelsberglaw.com

Andrew J. Shamis

Florida Bar No. 101754
SHAMIS & GENTILE, P.A.
14 N.E. 1st Ave., Ste. 705
Miami, FL 33132
Tel: (305) 479-2299
shamisgentile.com

Soren E. Gisleson, La. Bar No. 26302
Herman Herman & Katz, LLC
909 Poydras St., Suite 1860
New Orleans, Louisiana 70112-4060
Office: 504-481-4892
hhklawfirm.com

These lawyers are experienced in handling class action lawsuits, including actions on behalf of insured policyholders. More information about Class Counsel is available on their websites above.

Class Counsel will file an application for attorneys' fees and costs of \$3,500,000.00, with all amounts to be approved by the Court. Defendant has agreed not to object to such application and to pay these amounts if approved by the Court and if the Settlement becomes final. Class Counsel will also seek a Service Award for the Class Representative in the amount of \$10,000.00, which Defendant has agreed not to oppose, also subject to Court approval. The Service Award is designed to reward the Class Representative for securing the recovery awarded to Class Members, and to acknowledge the time spent by the Plaintiff participating in the case and mediation and prosecuting the claims for the benefit of the Settlement Class.

You will not be personally responsible for any fees, costs or expenses incurred by Class Counsel relating to the prosecution of this case. However, a proportionate deduction for such fees, costs and Class Representative Service Awards will be made to Settlement Payments.

Questions? Call 1-800-_____ or visit www._____.TotalLossClassAction.com

7. What Claim(s) against Defendants are Class Members releasing?

As a part of the Settlement, Class Members agree not to sue Defendant by asserting any claim arising out of or relating to the payment of taxes or covered transfer fees in connection with the settlement of total-loss claims in the relevant jurisdiction during the Class Period. Unless you request exclusion from the Settlement Class, you give up the right to individually sue the Defendant and claim you were underpaid as part of your total loss payment, even if you do not submit a Claim for payment as part of this Settlement. You are not releasing any other claim against the Defendant. Full terms of the Released Claims and Released Parties can be found in the proposed Settlement Agreement and Release at www.XXXX.com.

8. How do I find out more about this lawsuit?

If you have any questions about the lawsuit or any matter raised in this Notice, please go to www.xxxx.com or call toll-free at **1-###-###-####**.

The Settlement website, www.XXXX.com, provides:

1. An electronic Claim Form submission option and directions for how to submit your Claim Form electronically;
2. The process for requesting a paper (non-electronic) pre-filled Claim Form or blank form;
3. The full terms of the Settlement;
4. Information and requirements for submitting a Claim Form, requesting exclusion, or filing an objection to the terms of the Settlement;
5. A copy of the Complaint filed by Plaintiffs and other important rulings and orders from the Court; and
6. Other general information about the Action.

You also may contact Class Counsel, whose contact information and websites are provided above.

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT OR THE CLERK OF THE COURT REGARDING THIS NOTICE.

EXHIBIT E

**19th JUDICIAL DISTRICT COURT FOR THE PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA**

NO. 719102

ANNA ARDOIN aka ANNA POUILLARD,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

GOAUTO INSURANCE COMPANY,

Defendant.

DIVISION 23

**[PROPOSED] 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 _____, 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 _____, 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

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 _____, 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 Herman & Katz, LLC, 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 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 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.

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).

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

21. 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 _____ day of _____, 2025.

EXHIBIT F

**19th JUDICIAL DISTRICT COURT FOR THE PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA**

ANNA ARDOIN aka ANNA POUILLARD,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

GOAUTO INSURANCE COMPANY,

Defendant.

NO. 719102

DIVISION 23

**ORDER PRELIMINARILY APPROVING SETTLEMENT
AND DIRECTING NOTICE TO THE CLASS [PROPOSED]**

Plaintiff Anna Ardoin (“Plaintiff”) and Defendant GoAuto Insurance Company (“Defendant” or “GoAuto”) (collectively, the “Parties”) have agreed, subject to approval by the Court, to settle this Action upon the terms and conditions in the Settlement Agreement (“Agreement”); and

Plaintiff has filed an unopposed motion for preliminary approval of class settlement, seeking, among other things, that the Court (1) certify the proposed class for settlement purposes; (2) grant preliminary approval of the Agreement; (3) direct notice to the settlement class; and (4) set a final approval hearing.

The Court has read and considered the Agreement and the exhibits thereto and has read and considered all other papers filed and proceedings had herein, and is otherwise fully informed, and for the reasons set forth below, the Court GRANTS Plaintiff’s motion for preliminary approval of the Settlement.

IT IS HEREBY ORDERED:

1. This Preliminary Approval Order incorporates by reference the definitions in the Agreement.

2. The Court has jurisdiction over the subject matter of this Action and over all Parties to this Action including, without limitation, the Settlement Class Members, to enter this Order.

3. The Court preliminarily approves the Settlement set forth in the Settlement Agreement submitted with the Motion (Ex. A to Motion), and preliminarily finds the Settlement to be fair, reasonable, and adequate to the Settlement Classes. The Court finds that the Settlement was arrived at in good faith, following extensive arm's-length negotiations, including participation with an independent mediator. The Court also finds that, at the final approval stage, the Court will likely be able to approve the Settlement under the criteria described in La. C.C.P. art. 594 and certify the settlement class under the criteria described in La. C.C.P. arts. 591(A), (B)(3), (B)(4), and art. 594(E).

4. These findings are subject to a final determination to be made after the Fairness Hearing set forth below in this Order. GoAuto shall retain all rights to contest liability, including on appeal if the Settlement is not ultimately approved. Neither the Settlement Agreement, nor any of its terms or provisions, shall be construed as an admission or concession by GoAuto of the truth of the allegations made in the Action, or of any liability, fault, or wrongdoing of any kind whatsoever, except that GoAuto may file this Order in any action that may be brought against it in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

5. For purposes of the preliminary approval of the Settlement, the Court finds as to the Settlement Class that: (1) the Settlement Class Members are so numerous as to make joinder of them impracticable; (2) there are questions of law and fact common to the Settlement Class as to the reasonableness of the settlement among other common issues in the litigation, and such questions predominate over any questions affecting only individual members of the Settlement Class; (3) Plaintiff's claims and defenses asserted thereto are typical of the claims of Settlement Class Members and the defenses asserted thereto; (4) Plaintiff and Class Counsel have fairly and adequately protected the interests of the Settlement Class Members throughout this litigation; (5) the class is defined objectively in terms of ascertainable criteria, such that the court may determine the constituency of the class for purposes of the conclusiveness of any judgment that may be rendered; (6) the common questions of law and fact predominate over questions affecting individual class members, and (7) a class action is superior to all other available methods for fairly and efficiently resolving this litigation, considering: (i) the interest of the Settlement Class Members in individually controlling the prosecution of separate actions; (ii) the extent and nature of the litigation concerning the controversy already commenced by the Settlement Class Members; (iii) the desirability and undesirability of concentrating the litigation of these claims in a particular forum; (iv) the difficulties likely to be encountered in the management of a class action; (v) the practical ability of Settlement Class Members to pursue their claims without class certification; and (vi) the extent to which the relief plausibly demanded on behalf of the Class justifies the costs and burdens of class litigation. Moreover, the Court has considered the factors set forth in Rule La. C.C.P. art. 594(E) and has concluded that the preliminary approval and notice to the Settlement Class Members is appropriate and warranted.

6. Consistent with the Agreement, the Court preliminarily and conditionally approves the following Settlement Class:

The “Settlement Class” means Insureds under a motor-vehicle policy issued by GoAuto Insurance Company in the State of Louisiana with comprehensive and/or collision coverage who submitted a covered first-party physical damage claim, and whose claim was adjusted as a total loss and resulted in a total-loss payment from Defendant, where the Insured did not retain the damaged vehicle, and which payment did not include full Sales Tax or Covered Regulatory Fees during the Class Period. Excluded from the Settlement Class are (1) GoAuto, its agents, employees, subsidiaries, parents, and related entities; all present or former officers and/or directors of GoAuto; the Settlement Administrator; the Mediator; Class Counsel; and any Judge of this Court and the Judge’s staff and employees; (2) individuals with claims for which GoAuto received a valid and executed release; (3) individuals who are not on the Notice list and who did not submit a valid Claim Form or Electronic Claim Form for payment under this Settlement Agreement; (4) individuals who request exclusion from the Class; and (5) individuals with claims for first-party property damage as to which the individual process of appraisal or arbitration or a lawsuit has been completed or initiated at the time this Settlement Agreement is filed.

7. The Court preliminarily approves and appoints Plaintiff as Class Representative, and Normand PLLC, Edelsberg Law, P.A., Shamis & Gentile, P.A., and Herman Herman & Katz, LLC, as Class Counsel.

8. The Court approves the Notice protocol described in the Agreement as to both form and content.

9. All dates that are set forth in or that otherwise flow from the Preliminary Approval Order shall be added to the Short Form Notice before it is sent to Settlement Class Members.

10. The Court finds the Notice protocol constitutes the best notice practicable under the circumstances and constitutes 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).

11. The Court approves the Notice protocol and directs mailing of the Mail Notice by first-class mail and transmission of the Email Notice as set forth in the Agreement and directs the Settlement Administrator to follow the procedures set forth in the Agreement for delivery of notice.

12. The Court approves the Claim Forms, the content of which is without material alteration from Exhibit A to the Agreement.

13. The Claims Submission Deadline after which the Claim Forms shall be deemed untimely shall be one-hundred and thirty-five (135) days after the date of entry of this Order.

14. The Court approves the settlement website as described in the Agreement, which may be amended during the settlement as appropriate and agreed to by the Parties.

15. The Court appoints Epiq as the Settlement Administrator.

16. The Court directs the Settlement Administrator to create, maintain, and establish the website described in the Agreement and approved herein. The website shall be accessible on or before the date on which the first Mailed Notice and/or Email Notice is sent.

17. The Court directs the Settlement Administrator to maintain a toll-free telephone system containing recorded answers to frequently asked questions, along with an option permitting potential Settlement Class Members to record a message to be returned by the Settlement Administrator.

18. The Settlement Administrator shall file proof of completion of the Notice Program on or before ten (10) days prior to the Final Approval Hearing, along with the list of all Persons who timely requested exclusion from the Settlement Class.

19. Each Settlement Class Member who wishes to exclude himself or herself from the Settlement Classes must submit an appropriate, timely request for exclusion, postmarked not later than 30 days prior to the Final Approval Hearing, to the Settlement Administrator at the address

in the notice, and that complies with the requirements in Paragraph 96 of the Agreement. Any exclusion must be exercised individually by a Settlement Class Member or his or her Legally Authorized Representative, not as or on behalf of a group, class, or subclass.

20. Any Settlement Class Member who does not submit a timely, written request for exclusion from the Settlement Class will be bound by all proceedings, orders, and judgments in the Action, even if such Settlement Class Member never received actual notice of the Action or this Proposed Settlement.

21. Each Settlement Class Member who has not submitted a timely request for exclusion from the Settlement Class, and who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or to intervene in the Action, must follow the procedures set forth in Paragraphs 97 and 98 of the Agreement. The right to object to the Settlement must be exercised individually by a Settlement Class Member or his or her attorney or legally authorized representative, and not as a member of a group, class, or subclass.

22. The Settlement Administrator shall receive requests for exclusion, objections, notices of intention to appear, and any other settlement-related communications, and only the Settlement Administrator, the Parties, the Court, the Clerk of the Court, and their designated agents shall have access to these documents, except as otherwise expressly provided in the Agreement.

23. The Settlement Administrator shall promptly furnish to Class Counsel and Counsel for Defendant copies of any and all objections, written requests for exclusion, motions to intervene, notices of intention to appear, or other communications that come into its possession, as set forth in the Agreement.

24. The Court hereby stays all proceedings in the Action until further order of the Court, except that the Parties may conduct such limited proceedings as may be necessary to implement the Proposed Settlement or to effectuate the terms of this Agreement.

25. As an initial point, the Court notes that “class action settlements are the preferred means for the resolution of legal disputes, as “[c]lass action settlements offer obvious benefits to litigants and courts alike by providing a valuable mechanism for disposing of massive lawsuits that threaten to usurp huge amounts of resources and time.”” *Orrill v. AIG, Inc.*, 38 So. 3d 457, 468 (La. Cir. Ct. App. 2010) (quoting Kent A. Lambert, *Class Action Settlements in Louisiana*, 61 La. L. Rev. 89, 127 (2000)). Even for straightforward claims, approval of settlement is favored where settlement “avoids the risks and burdens of potentially protracted litigation.” *In re Educ. Testing Serv. Praxis Principles of Learning & Teaching, Grades 7-12 Litig.*, 447 F. Supp. 2d 612, 620 (E.D. La. 2006).

26. The Court finds that, for purposes of preliminary approval, both procedural and threshold requirements set forth in La. C.C.P. art. 594(E) (and the analogous Fed. R. Civ. P. 23(e)(2) factors) appear to be satisfied. Moreover, each of the factors listed in *Reed v. General Motors Corp.*, 703 F.2d 170, 172 (5th Cir. 1983) support a finding that the Agreement is fair, reasonable, and adequate. *See Orrill*, 38 So. 3d at 135 (applying the *Reed* factors as part of the analysis for approving a Louisiana state court settlement).

27. The first *Reed* factor is the existence of fraud or collusion, which overlaps with Fed. R. Civ. P. 23(e)(2)(B)’s requirement that negotiations occur at arm’s length. Here, the parties vigorously litigated the claims through discovery, dispositive motion briefing (including GoAuto’s Motion for Summary Judgment), and class certification. *See Soileau v. Churchill Downs La. Horseracing Co., LLC*, 334 So. 3d 901, 960 (La. Ct. App. 2021) (“The federal jurisprudence

reveals a protracted period of litigation prior to settlement is evidence of a lack of fraud or collusion.”). Thus, the Plaintiff and Class Counsel were provided with sufficient information and knowledge of the claims, issues, and defenses prior to negotiating and settling the claims. *See In re Educ. Testing*, 447 F. Supp. 2d 612, 620 (E.D. La. 2006) (noting that “the question is . . . whether the parties have obtained sufficient information about the strengths and weaknesses of their respective cases to make a reasoned judgment about the desirability of settling the case on the terms proposed . . .”). Moreover, the negotiations were conducted under the oversight of John W. Perry, a well-respected mediator, and were clearly conducted at arm’s length. *See generally Celeste v. Intrusion Inc.*, 2022 U.S. Dist. LEXIS 226841, at *12 (E.D. Tex. Dec. 16, 2022) (“The parties entered the proposed settlement agreement after a full-day mediation—which ‘suggests the settlement was not the result of improper dealings.’”) (quotation omitted).

28. Like Fed. R. Civ. P. 23(e)(2)(C)-(D), Louisiana law prescribes four substantive factors relevant to the class settlement analysis: the costs and risk of trial and appeal, the method of claim distribution, the terms of attorneys’ fees, and whether class members are treated equitably relative to each other. *E.g., Soileau*, 334 So. 3d at 957–58 (applying same factors as Fed. R. Civ. P. 23(e)(2)(C)-(D) in assessing sufficiency of class settlement under La. C.C.P. art. 594). For purposes of preliminary approval, these factors weigh in favor of approval. First, the likelihood of success absent settlement is uncertain. And given this uncertainty, the benefits secured through the Agreement are sufficiently fair and reasonable, especially considering the complexity of this case and likely duration of the remaining litigation. Additionally, the claim-processing method—which requires Settlement Class Members merely to confirm the accuracy of a pre-filled, postage-prepaid Claim Form or to correct any mistakes—is simple and straightforward. Finally, the Parties did not discuss attorneys’ fees until after they reached an agreement concerning the substantive terms of

the Agreement. Moreover, the Class Members are treated identically for all material elements of the Agreement.

29. The factors set forth in *Reed*, 703 F.2d 170 that do not overlap with Fed. R. Civ. P. 23(e)(2)—the opinions of class counsel and range of possible recovery—also weigh in favor of preliminary approval. Through the discovery process, Class Counsel became familiar with GoAuto’s data systems, business practices, and procedures, and have extensive experience and knowledge of the claims and defenses at issue, and their opinion is that the Agreement is favorable to and in the best interest of the Settlement Class. *See Cotton v. Hinton*, 559 F.2d 1326, 1330 (5th Cir. 1977) (holding that “absent fraud, collusion, or the like,” a court “should be hesitant to substitute its own judgment for that of counsel[.]”). Additionally, the recovery for Settlement Class Members is satisfactory considering the possible range of recovery and uncertainty of damages. *See Hays v. Eaton Grp Attys., LLC*, No. 17-88-JWD-RLB, 2019 U.S. Dist. LEXIS 17029, at *28 (M.D. La. Feb. 4, 2019) (“[A] settlement can be satisfying even if it amounts to a hundredth or even a thousandth of a single percent of the potential recovery.”) (quoting *Behrens v. Wometco Enters., Inc.*, 118 F.R.D. 534, 542 (S.D. Fla. 1988), *aff’d*, 899 F.2d 21 (11th Cir. 1990)).

30. A hearing shall be held on _____, 2025, at _____ .m., for the purpose of determining (a) whether the proposed Agreement is fair, reasonable and adequate and should be finally approved by the Court; (b) whether a Final Judgment granting approval of the Agreement and dismissing the Action with prejudice should be entered; (c) whether the Class Representative should receive an incentive award and in what amount; (d) whether Class Counsel should receive a fees and costs award and in what amount; and (e) any other matters the Court may deem just and proper.

31. Any application for Class Counsel Fee Award and Service Awards, shall be filed with the Court at least fifteen (15) days prior to the deadline to the Objection and Opt-Out Deadlines.

32. All other papers in support of the Agreement or responding to objections or motions to intervene shall be filed at least ten (10) days prior to the Final Approval Hearing.

33. The Court may adjourn the Final Approval Hearing from time to time and without further notice to the Settlement Class Members. The Court reserves the right to approve the Agreement at or after the Final Approval Hearing with such modifications as may be consented to by the Parties and without further notice to the Settlement Class Members. The Court further reserves the right to enter a Final Judgment, dismissing the Action with prejudice as to GoAuto and against the Plaintiff and the Settlement Class Members at or after the Final Approval Hearing and without further notice to the Settlement Class Members.

34. The following schedule is established to guide the Parties in conducting the Notice and claims administration process:

PROPOSED PRELIMINARY SCHEDULE

#	Action	Deadline
1	Preliminary Approval Hearing	[insert date], 2024
2	Preliminary Approval Order entered	To be determined by Court
3	GoAuto provides Class List to Settlement Administrator	Within 15 days after entry of the Preliminary Approval Order
4	Deadline for Settlement Administrator to mail out the Short Form Notice and Claim Form and E-mail Notice	Within 45 days of the entry of the Preliminary Approval Order
5	Deadline for Settlement Administrator to send out second email and postcard notice	Date suggested by the Settlement Administrator

6	Deadline for Settlement Administrator to send out third email notice	Date suggested by the Settlement Administrator
7	Deadline for Class Members to opt-out of the Agreement	Thirty (30) days prior to the Final Approval Hearing
8	Deadline for Class Members to object to Agreement	Thirty (30) days prior to the Final Approval Hearing
9	Deadline for Parties to file any briefs in response to any objection	Ten (10) days before Final Approval Hearing
10	Final Approval Hearing	At least One Hundred (100) days after the Preliminary Approval Order
11	GoAuto to pay Class Counsel’s Fees and Costs and Class Representative Fees	The Effective Date (60 days after the entry of the Final Judgment, as long as no appeals are filed)
12	Deadline for Class Members to file claims (“Claims Deadline”)	One hundred thirty-five (135) days after the Preliminary Approval Order
13	GoAuto to send the Settlement Fund to the Settlement Administrator to pay the full amount of the Settlement Class Member Payments	No later than sixty (60) days from the Effective Date.
14	Payments to Class Members	Within 90 days of the Effective Date

The Parties may make reasonable adjustments to the notice deadlines without prior Court approval.

IT IS SO ORDERED.

DATED: _____

EXHIBIT G

BLANK CLAIM FORM

Anna Ardoin v. GoAuto Insurance Company

To submit a claim, please: (1) provide your full name; (2) provide *either* your GoAuto policy number or your GoAuto claim number for your total loss claim; (3) provide your address; (4) sign and date this form; and (5) submit the completed form online no later than ___ or mail the completed form postmarked on or before ___ to the following address:

Ardoin v. Go Auto Settlement Claims Administrator
P.O. Box ___
City, State Zip

Name: _____

GoAuto Policy Number: _____

OR

GoAuto Total Loss Claim Number: _____

Address: _____

_____ (city) (state) (zip)

AFFIRMATION (required): By signing below, I certify under oath that I am the person who made the insurance claim identified above or I am the legally authorized personal representative, guardian or trustee of the person who made the insurance claim identified above, that the information on this Claim Form is true and correct, that I am entitled to the relief requested in this Claim Form, and that I have not previously received a full and complete Sales Tax and Transfer Fees payment from GoAuto on my underlying total loss claim (subject to verification by GoAuto). If this affirmation is not signed your claim will be denied.

Signature: _____ Dated _____

Name (please print): _____

To be considered, this Claim Form must be submitted online no later than ___ or mailed to the above address postmarked no later than _____.

EXHIBIT H

Action	Deadline
Preliminary Approval Hearing	[insert date], 2024
Preliminary Approval Order entered	To be determined by Court
GoAuto provides Class List to Settlement Administrator	Within 15 days after entry of the Preliminary Approval Order
Deadline for Settlement Administrator to mail out the Short Form Notice and Claim Form and E-mail Notice	Within 45 days of the entry of the Preliminary Approval Order
Deadline for Settlement Administrator to send out second email and postcard notice	Date suggested by the Settlement Administrator
Deadline for Settlement Administrator to send out third email notice	Date suggested by the Settlement Administrator
Deadline for Class Members to opt-out of the Agreement	Thirty (30) days prior to the Final Approval Hearing
Deadline for Class Members to object to Agreement	Thirty (30) days prior to the Final Approval Hearing
Deadline for Parties to file any briefs in response to any objection	Ten (10) days before Final Approval Hearing
Final Approval Hearing	At least One Hundred (100) days after the Preliminary Approval Order
GoAuto to pay Class Counsel’s Fees and Costs and Class Representative Fees	The Effective Date (the 60 th day after the entry of the Final Judgment, as long as no appeals are filed)
Deadline for Class Members to file claims (“Claims Deadline”)	One Hundred and Thirty-Five (135) days after the Final Approval Hearing
GoAuto to send the Settlement Fund to the Settlement Administrator to pay the full amount of the Settlement Class Member Payments	No later than sixty (60) days from the Effective Date.
Payments to Class Members	Within 90 days of the Effective Date