

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

NO. 719,102

DIVISION 23

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

VERSUS

GOAUTO INSURANCE COMPANY

FILED: \_\_\_\_\_ DEPUTY CLERK: \_\_\_\_\_

**ORDER PRELIMINARILY APPROVING SETTLEMENT  
AND DIRECTING NOTICE TO THE CLASS**

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 Class. 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 Katz Gisleson Cain, 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 Fed. R. Civ. P. 23 and 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 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 no 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 **August 11, 2025, at 9:00 a.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:

35.

**PROPOSED PRELIMINARY SCHEDULE**

#	Action	Deadline
1	Preliminary Approval Hearing	April 23, 2025
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 Class Members to opt-out of the Agreement	<b>July 12, 2025:</b> Thirty (30) days prior to the Final Approval Hearing
7	Deadline for Class Members to object to Agreement	<b>July 12, 2025:</b> Thirty (30) days prior to the Final Approval Hearing

8	Deadline for Parties to file any briefs in response to any objection	<b>August 1, 2025:</b> Ten (10) days before Final Approval Hearing
9	Final Approval Hearing	<b>August 11, 2025</b>
10	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)
11	Deadline for Class Members to file claims ("Claims Deadline")	One hundred thirty-five (135) days after the entry of the Preliminary Approval Order; <b>On or about August 24, 2025</b>
12	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.
13	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.

DONE ON THE 29<sup>th</sup> day of April, 2025

  
JUDGE TARVALD SMITH

I HEREBY CERTIFY THAT ON THIS DAY A COPY OF THE WRITTEN REASONS FOR JUDGMENT / JUDGMENT / ORDER / COMMISSIONER'S RECOMMENDATION WAS MAILED BY ME WITH SUFFICIENT POSTAGE AFFIXED. SEE ATTACHED LETTER FOR LIST OF RECIPIENTS.

DONE AND MAILED ON May 07, 2025

  
DEPUTY CLERK OF COURT