

# Exhibit G

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF LOUISIANA

DEBORAH ROBIN, individually and on  
behalf of others similarly situated,

Plaintiff-Petitioner,

v.

STATE FARM MUTUAL AUTOMOBILE  
INSURANCE CO., an Illinois Corporation,

Defendant-Respondent.

CIVIL ACTION NO.: 24-391-SDD-RLB

CLASS ACTION

JURY DEMAND

CLASS ACTION SETTLEMENT AGREEMENT

This settlement agreement ( Agreement ) is made by and between the Named Class Plaintiff, Deborah Robin, on behalf of herself and on behalf of all others similarly situated ( Plaintiff ), and Defendant, State Farm Mutual Automobile Insurance Company, (collectively the Parties ) by and through their respective counsel.

RECITALS

WHEREAS, on May 17, 2024, Plaintiff filed a Class Action Complaint, in the United States District Court for the Middle District of Louisiana, entitled Deborah Robin v. State Farm Mutual Automobile Insurance Company, Case No. 3:24-cv-00391-SDD-RLB (the Action ). The Complaint alleges State Farm underpaid its Louisiana insureds on auto insurance claims by excluding certain fees and taxes from the actual cash value payment it makes when a damaged vehicle is a total loss.

WHEREAS, State Farm has defended and intends to vigorously contest each and every claim in the Action, denies all material allegations of the Action, as to which State Farm 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 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; and

WHEREAS, State Farm, while denying wrongdoing of any kind whatsoever, and without admitting liability, nevertheless agrees 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 which 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 State Farm 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. Automobile Insurance Policy means a Louisiana policy of insurance issued by State Farm in effect during the Class Period and providing first-party, private-passenger automobile physical damage coverage.
3. Claims Administrator means the firm approved by the Court to administer all aspects of the Settlement. The Parties agree to mutually recommend Kroll Settlement

Administration, LLC, a nationally recognized claims administrator which has administered numerous similar settlements, to be the Claims Administrator, which shall be supervised by Class Counsel and State Farm's Counsel.

4. Claim Form 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, in the form attached as Exhibit A.

5. Claim Form Submission Process means the process by which members of the Settlement Classes will submit Claim Forms either by mail or electronically, which will then be reviewed for timeliness and completeness by the Claims Administrator.

6. Claimant means anyone who timely submits a Claim Form in accordance with the Claim Form submission requirements in this Agreement.

7. Claims Deadline means the date by which Claim Forms must be submitted for purposes of being considered timely. If the Claim Form is submitted by mail, compliance with the Claims Deadline shall be determined by the date in which the Claim Form is postmarked, and if electronically, the date the Claim Form is submitted online. The Claims Deadline shall be 30 days following Final Approval.

8. Class Counsel means: Soren E.

Gisleson, La. Bar No. 26302  
HERMAN HERMAN & KATZ, LLC  
909 Poydras Street, Suite 1860  
New Orleans, La 70113  
Telephone: (504) 581-4892  
Fax No. (504) 561-6024  
E-Mail: [sgisleson@hhklawfirm.com](mailto:sgisleson@hhklawfirm.com)

NORMAND PLLC  
Edmund A. Normand, Esq.  
Florida Bar Number: 865590  
Christopher M. Hudon, Esq.

Florida Bar Number: 123845  
3165 McCrory Place, Ste. 175  
Orlando, FL 32803  
Phone: (407) 603-6031  
Email: [ean@normandpllc.com](mailto:ean@normandpllc.com)

9. Class Counsel Fees shall mean any Court-awarded attorneys fees payable by State Farm separately from the Settlement Fund.

10. Class Data means all relevant information of a Covered Total Loss Claim used to determine the amount to pay each Settlement Class Member.

11. Class Notice means the notice of the preliminarily approved settlement, to be sent to all Settlement Class Members. A single claim form shall be sufficient to claim more than one total loss under a single policy during the class period. Class Notice will include:

- i. a Postcard Notice (in the form attached as Exhibit B) with a detachable Claim Form, pre-filled with the claimant's information, with prepaid postage;
- ii. an Email Notice (in the form attached as Exhibit C) to be sent by email on two dates suggested by the Claims Administrator, which shall include a hyperlink to the Claim Form requiring only a signature. Email notice will be hyperlinked to a prefilled claim form only requiring a signature; 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.

12. Class Representative means Deborah Robin. The Class Representative, as named Plaintiff, shall be deemed to have submitted a claim without need of filling out and returning a claim form.

13. Class Period means, for Settlement Class Member Covered Total Loss Claims insured by State Farm, the period from May 17, 2022, through the date of the Preliminary Approval Order.

14. Confidential Information means the names, addresses, policy numbers and all data provided by State Farm relating to potential Settlement Class Members, and any other proprietary business information of State Farm.

15. Court means the United States District Court for the Middle District of Louisiana.

16. Covered Total Loss Claim means any first-party private passenger auto property damage claim determined by State Farm to be a Total Loss to an insured automobile that (a) occurred within the Class Period, (b) was adjusted by State Farm as a total loss claim, (c) was determined by State Farm or by a court or arbitrator of competent jurisdiction to be covered by an Automobile Insurance Policy, and (d) resulted in a Total Loss Claim Payment.

17. Effective Date means 30 days after the entry of the Final Approval as defined herein, if no appeals are filed. If any appeals of such Final Approval are filed, the Effective Date will occur when the judgment has been affirmed and/or is beyond appeal.

18. Final Approval means the date that the Court enters the Final Approval Order.

19. Final Approval Hearing means the hearing held before the Court wherein the Court will consider granting final approval to the Settlement and further determine the amount of fees awarded to Class Counsel and the amount of any Service Award to the Class Representative.

20. Final Approval Order means the final order that the Court enters granting Final Approval to the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as Exhibit E. The Final Approval Order

also includes the orders, which may be entered separately, determining the amount of fees awarded to Class Counsel and the amount of any Service Award to the Class Representative.

21. Insureds, as used in the Settlement Class definition, will include all insureds with leased or owned vehicles.

22. 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.

23. Named Plaintiff means Deborah Robin.

24. 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 XII below.

25. Parties means the Settlement Class Members, including the Named Plaintiff, and State Farm.

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

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

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

29. Purchasing Fees means: (i) sales tax; and (ii) title fees (including transfer handling fees), notary fees, registration and license plate transfer fees, registration, handling, and tag fees.

30. Release means those Releases set forth in Section XIV below, which all Settlement Class Members who do not choose to exclude themselves from this Settlement will be deemed to have executed upon the finality of this Settlement.

31. 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 arising in contract, tort, or otherwise, debts, liens, liabilities, agreements, interests, costs, expenses, attorneys fees, losses or damages (whether actual, consequential or treble) 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, based on any legal theory whatsoever, arising from or relating in any way to State Farm's alleged failure to pay the full actual cash value, including Purchasing Fees, owed to Plaintiff and all Settlement Class Members with respect to a total loss vehicle during the Class Period under an Automobile Insurance Policy. Released Claims do not include any claim for enforcement of the contemplated Agreement and/or Final Order and Judgment.

32. Released Persons means State Farm, as defined above, and any of its parents, subsidiaries, affiliates, or related entities, as well as its and their past, present or future officers or directors, stockholders, members, managers, employees, agents, independent contractors, attorneys, insurers, reinsurers, excess insurers, , and/or any 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.

33. 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.

34. State Farm means State Farm Mutual Automobile Insurance Company, and State Farm Fire and Casualty Company, and any of their predecessors, successors, assigns, parents, subsidiaries, affiliates, holding companies, divisions, unincorporated business units, joint venturers, partners, insurers, officers, directors, shareholders, managers, employees, agents, representatives, servants, officials, attorneys, insurers, associates, and trustees.

35. Settlement means the terms and conditions of the Agreement reached by the Parties.

36. Settlement Class means the class defined in Section II below.

37. 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.

38. The Settlement Class Member Claim means any first-party private passenger auto physical damage claim under an Automobile Insurance Policy with a total loss during the

Class Period, that was adjusted by State Farm as a total loss claim, that resulted in payment by State Farm of a Covered Total Loss Claim, which did not include full Purchasing Fees required by the Automobile Insurance Policy and applicable law.

39. Settlement Class Payment means the payments to Settlement Class Members described in Section VI below.

40. Settlement Fund means the total amount to be made available for the Settlement Class Members, which is \$840,000.00. The Settlement Fund will be used only to pay Settlement Claim Payments. Once the Settlement Fund is exhausted for the Settlement Class, State Farm shall have no further obligation to pay claims. In the event the amount of money payable to eligible Class Members exceeds the amount in the Settlement Fund, the Claims Administrator shall adjust the payouts on a pro rata basis and State Farm shall pay the claims accordingly.

41. Service Award means any Court ordered payment to Plaintiff for serving as Class Representative, which is in addition to any payment due Plaintiff as a Settlement Class Member.

42. Total Loss Settlement means the total loss settlement and any associated payment due issued by State Farm on a Covered Total Loss Claim.

43. 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 Purchasing 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

44. The Settlement Class means Insureds under an Automobile Insurance Policy: (1) who submitted a covered first-party physical damage claim during the Class Period, (2) whose claim was adjusted as a total loss; and (3) whose Total Loss Settlement from State Farm did not include full Purchasing Fees (the Settlement Class Members ). Excluded from the Settlement

Class are (1) State Farm, its agents, employees, subsidiaries, parents, and related entities, all present or former officers and/or directors of State Farm, the Claims Administrator, the Mediator, Class Counsel, and any Judge of this Court and the Judge's staff and employees; (2) Individuals with claims for which State Farm received a valid and executed release; (3) Individuals who are both not on the Notice list and who also did not submit a valid Claim Form for payment under this Agreement; (4) Individuals who timely 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 Agreement is filed.

### III. PRELIMINARY CLASS CERTIFICATION

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

46. 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 Federal Rule of Civil Procedure 23 and the due process requirements of the Louisiana and U.S. Constitutions; (ii) the proposed Class Notice is the best and most practicable under the circumstances, and satisfies the requirements of Federal Rules 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.

47. Preliminary certification of the Settlement Class and appointment of the Settlement Class Named Plaintiff 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 Approval 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 State Farm in any other matter, whether or not related in any manner thereto, or by State Farm that certification of any class is appropriate in this Action or any other litigation, or otherwise shall preclude State Farm 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.

48. 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

49. The Parties jointly select and supervise a suitable Claims Administrator, which as set forth above, shall be Kroll Settlement Administration, LLC, which entity will be designated as the Claims Administrator. The Claims Administrator shall be supervised by Class Counsel and State Farm. The Claims Administrator shall use best practices in providing Notice. The duties of the Claims Administrator include, but are not limited to (i) overseeing the provision of Notice to the Class; (ii) overseeing identification of addresses for any returned mail, and remaining notice; (iii) processing Claim Forms; (iv) contacting Settlement Class Members, if any, whose Claims Forms are deficient to attempt to obtain a cured form; (v) processing any cured Claim Forms; (vi)

sending all Claim Forms to State Farm for payment or challenge and to Class Counsel; (vi) forwarding inquiries and questions to Class Counsel; (vii) providing a certification to the Court regarding the administration and processing of claims and, in the event that the Claims Administrator issues checks, the issuance of the payments to the Claimants as set forth herein; and (viii) establishing and maintain a settlement website. The Claims Administrator shall be paid by State Farm for services rendered pursuant to this Agreement. Notice and administration costs shall be paid separately by State Farm and not out of the Settlement Fund.

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

51. Within 30 days after the entry of the Preliminary Approval Order, State Farm shall make a reasonable search of its computer/electronic databases and provide the Claims Administrator with the name and current or last-known address and email address (if available) of each potential Settlement Class Member and their applicable date(s) of loss.

52. Settlement Class members for whom State Farm maintains physical addresses and email addresses shall be sent both Mailed Notice and Email Notice.

53. Within 60 days of the entry of the Preliminary Approval Order, the Claims Administrator shall initiate mailing and emailing of the Postcard Notice and Email Notice, respectively, which will be in the form set forth in Exhibit A (Claim Form), Exhibit B (Postcard 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. The Claim Form will be detachable and return-addressed and shall be affixed with prepaid postage sufficient to mail back to the Claims 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 to State Farm or otherwise.

54. Prior to mailing the Postcard Notice, the Claims Administrator shall run the physical mailing addresses through the National Change of Address Database ( NCOA ) to attempt to obtain a more current name and/or physical mailing address for each potential Settlement Class Member.

55. Prior to Email Notice, a skip trace for current email addresses shall be performed for the most current email address and the email address of record.

56. The Email Notice shall have a hyperlink to an informational website, which provides access to a Make A Claim button permitting a Settlement Class Member to access a pre-filled electronic Claim Form in the form attached hereto as part of Exhibit A. The Parties agree that the website and domain name will be mutually agreed in writing by the parties.

57. If any email is rejected, returned as undelivered, or the Claims Administrator otherwise receives notice of a failure to transmit, the Claims Administrator will send a second Postcard Notice to the Settlement Class Member.

58. The Claims Administrator shall utilize best practices designed to avoid spam filters, blockers, or any tool designed to prevent receipt of e-mails, 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 Settlement Class Members. All Email Notices must include the capability to click through to the website to submit a Claim Form.

59. At a date and time recommended by the Claims Administrator, a second Email Notice, which will have the same format as Exhibit C except that it will not include a link to the claim form, will be sent to each Settlement Class Member.

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

61. The home page of the website shall reflect the case settlement and shall have a Make A Claim button permitting a 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.

62. 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.

63. If any Class Notice mailed to any potential Settlement Class Member is returned to the Claims Administrator as undeliverable, the Claims Administrator will promptly log each Class Notice that is returned as undeliverable and provide copies of the log to State Farm and Class Counsel upon request. If the mailing is returned to the Claims Administrator with a forwarding address, the Claims Administrator shall forward the mailing to that address. For the remaining returned mailings, the Claims 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 Class 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 Paragraph 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.

64. 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.

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

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

67. The Claims 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 Claims 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.

68. Neither State Farm, 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 Claims Administrator.

#### V. CLAIMS PROCEDURE

69. 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.

70. 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.

71. To receive a Settlement Class Payment, a Settlement Class Member must submit a fully completed and signed Claim Form, postmarked or submitted online no later than the Claims Deadline, as listed in the Class Notice. The Claim Form will require only that the claimant confirms he/she is the policyholder or otherwise entitled to payment.

72. The Claims Administrator will promptly notify a Settlement Class Member if it deems his or her 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 Member shall have 14 days from the date the notification is mailed, or until the Claims 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.

73. The Claims Administrator shall deny claims not in compliance with the Agreement including the filing of duplicative Claim Forms or failure to fully complete the Claim Form.

74. The Claims Administrator shall deny payment for Class Members for whom the applicable Purchasing Fees were already paid by State Farm, or who are otherwise ineligible for a payment due to the existence of a prior release of such claims.

75. In the event of any dispute over the eligibility of, or amount due, a Settlement Class Member by State Farm, the Claims Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly paid to any Settlement Class Member entitled to the Settlement Class Member Payment.

76. Settlement Class Payments shall be made by State Farm on valid claims by check (in accordance with standard claims administration procedures) issued within 90 days after the Effective Date, assuming no appeals from the Final Approval.

77. Checks shall be valid for 180 days. No cy pres fund will be created, and no uncashed amounts or otherwise residual amounts will be distributed to any cy pres fund. Any uncashed checks after 180 days shall be deemed a forfeiture of the claim.

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

78. The calculation and implementation of Settlement Class Payment contemplated by this section shall be done by Class Counsel and State Farm 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.

79. The Parties have agreed that State Farm shall pay Settlement Class Members a negotiated amount of \$28.39, in satisfaction of applicable Purchasing Fees, to each Settlement Class Member who submits a valid Claim Form by the Submission Deadline.

80. Insureds, as used in the Settlement Class definition, will include Settlement Class Members with leased or owned vehicles.

81. All Settlement Class Members who submit completed Claim Forms by the Claims Deadline determined by the Claims Administrator to be eligible for a Settlement Class Payment shall automatically receive their Settlement Class Payment by check issued and mailed by State Farm within 90 days after the Effective Date, assuming no appeals from the Final Approval.

82. For any returned checks, State Farm shall make a reasonable effort to locate a current mailing address for the Settlement Class Members using the services of and latest address information found by the Claims Administrator.

83. To be potentially eligible for the Settlement Class Payment, a Settlement Class Member must have submitted a timely and signed Claim Form.

84. The Parties acknowledge and agree that this Agreement does not and shall not constitute an admission by State Farm that its payment or nonpayment of applicable Purchasing Fees on any individual claim or on any of the Settlement Class Members claims was incorrect or improper.

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

86. 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 Agreement are not released until payments are made.

87. State Farm'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 the costs of the Claims Administrator; (c) paying any Class Counsel Fees up to

\$205,000.00; and (d) and paying any Class Representative award to the Named Plaintiff awarded by the Court up to \$5,000.00, as set forth below. In no event shall State Farm be liable under this Settlement to pay any additional amounts other than those set forth above.

88. Non-Monetary Consideration: As part of the Settlement, for all claims submitted, the next business day following the signing of the Agreement and thereafter, State Farm agrees to continue paying the required Purchasing Fees as part of the actual cash value payments for covered first party total losses. Notwithstanding the foregoing, State Farm reserves the right to change its practices in the event of a change in applicable law, or as warranted by any changes in the terms of the applicable insurance policies.

## VII. COMMUNICATIONS WITH THE CLASS

89. The Class Notice shall list Class Counsel's address and telephone number. 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 Claims Administrator, as necessary. Nothing in this Agreement shall be construed to prevent State Farm, its employees, attorneys, agents or representatives from communicating with Settlement Class Members in the normal course of its 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.

90. Neither State Farm nor Class Counsel shall be responsible in any way for any attorneys' fees submitted by any prior counsel for any of the Settlement Class Members, nor shall any attorneys' fees 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 Approval.

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

91. 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 for the work performed and the results obtained for the Settlement Class in this Action. Class Counsel intends to seek Court approval for an award of fees and costs not to exceed \$205,000.00, with the approved amount to be paid by the Effective Date. State Farm shall not oppose, either directly or indirectly, an attorney s fee request that does not exceed this amount. Under no circumstances will State Farm be obligated to pay any sums in excess of \$205,000.00 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 Settlement Class Payment and payment to the Claims Administrator. 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.

92. Additionally, the Parties agree that Class Counsel will request, and State Farm will not oppose, a Service Award to the Class Representative in the amount of \$5,000.00, in recognition of the risk and effort undertaken in prosecuting this case, to be paid by State Farm on the Effective Date.

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

93. The Named Plaintiff, Settlement Class Members and State Farm consent to the entry of a Final Approval Order 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 Final Approval.

94. If the Court disapproves this Agreement, or if the Court enters the Final Approval 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 Approval, 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 State Farm shall have the option of terminating this Agreement and withdrawing its consent to the entry of the Final Approval, 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. State Farm shall have 15 days from the event triggering its option to inform Class Counsel that it is exercising its option of terminating this Agreement.

95. If the Court does not finally approve the Settlement, all obligations of State Farm under this Agreement terminate, including but not limited to any obligation to pay attorneys fees, 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 State Farm that certification as a class is appropriate in any other litigation, or otherwise shall preclude State Farm 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

96. Class Counsel will file a motion seeking the Court's Final Approval 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 130 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 Approval substantially in the form of the Final Approval Order attached hereto as Exhibit E, 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 themselves 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 the Louisiana Statutes, as well as all the requirements of due process under the Louisiana and U.S. Constitutions;

- g) Dismissing all claims in the Action, and as otherwise set forth in this Agreement, on the merits and with prejudice, and entering Final Approval thereon with a finding that there is no just reason to delay enforcement or appeal;
- h) Approving the payment of Class Counsel Fees, and the Service Award, 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 Class 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 Settlement 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 Approval.

#### XI. EFFECTIVE DATE

97. The Effective Date of this Agreement means 30 days after Final Approval, as long as no appeals are filed. If any appeals of such Final Approval are filed the Effective Date will occur when the judgment has been affirmed and/or is beyond appeal.

XII. OBJECTIONS AND REQUESTS FOR EXCLUSION

98. Settlement Class Members who wish to exclude themselves from the Settlement Class must prepare a written request for exclusion, postmarked no 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.

99. The Claims 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.

100. 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 no 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

Soren E. Gisleson, La. Bar No. 26302  
HERMAN HERMAN & KATZ, LLC  
909 Poydras Street, Suite 1860  
New Orleans, La 70113

And to State Farm's Counsel:

Daniel F. Diffley, Esq.  
Blake M. Simon, Esq.  
Melissa G. Quintana, Esq.  
Alston & Bird LLP  
1201 W. Peachtree St.  
Atlanta, GA 30309

David Strauss, Esq.  
Robin D. Cassedy, Esq.  
Strauss Massey Dinneen LLC  
935 Gravier Street, Suite 1250  
New Orleans, Louisiana 70112

101. 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 Approval. 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, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (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 number of times in which objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date that objector filed the 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 five years; (g) 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; (h) the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing; (i) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; (j) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (k) 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 State Farm may conduct limited discovery on any objector consistent with the Louisiana Statutes 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 and by 30 days prior to the Final Approval Hearing 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.

### XIII. CONFIDENTIALITY OF PROPRIETARY INFORMATION

102. State Farm asserts that the following constitutes highly confidential and proprietary business information of State Farm (the Proprietary Information): (a) any names, addresses, policy numbers, and other data concerning Settlement Class Members compiled by State Farm in effectuating the Proposed Settlement; and (b) any electronic data processing and other record keeping procedures and materials that may be utilized by State Farm in identifying the Settlement Class Members and effectuating State Farm's other obligations under this Agreement and/or the Settlement. The confidentiality of all Proprietary Information provided to Class Counsel by State Farm shall be protected from disclosure by Class Counsel and/or other attorneys for the Named

Plaintiffs in this Action, or any Settlement Class Member or their counsel, to any persons other than those described in Paragraph 105 below.

103. No persons other than State Farm, State Farm's counsel, and clerical/administrative personnel employed by State Farm or State Farm's counsel, Class Counsel and clerical/administrative personnel employed by Class Counsel, the Claims 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.

104. Within 30 days after all of State Farm'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 State Farm to Class Counsel or anyone they employed or retained in this Action, either in discovery or in connection with this Agreement. Class Counsel shall deliver a letter to State Farm's counsel certifying their compliance with this Paragraph. 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.

105. 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 State Farm in any way related to the subject matter of the Action.

XIV. DISMISSAL OF ACTION AND RELEASES

106. Upon the Court's Final Approval of this Agreement and the Settlement set forth herein, the Final Approval 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.

107. 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.

108. Upon the Effective Date, the Named Plaintiff expressly agrees she will not pursue claims as a putative Class Representative against State Farm arising from or relating in any way to State Farm's application of adjustments to the values of comparable vehicles.

109. Notwithstanding the Court's entry of the Final Approval, the Court shall retain ongoing jurisdiction over this Action for purposes of enforcing and interpreting this Agreement and Final Approval, 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.

XV. DENIAL OF LIABILITY / NO PRECEDENTIAL VALUE

110. Were it not for this Settlement, State Farm would have vigorously contested each and every claim in the Action. State Farm maintains that it has consistently acted in accordance with governing laws at all times. State Farm vigorously denies all the material allegations set forth

in the Action. State Farm 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. State Farm 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 State Farm to conduct its business unhampered by the distractions of continued litigation. The settlement of this matter by State Farm, 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.

111. 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.

112. 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 Approval or otherwise with the written consent of State Farm at its sole discretion.

113. 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 State Farm that certification of a class or subclass is appropriate in any other litigation, or otherwise shall preclude State Farm 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.

XVI. REPRESENTATION OF OPT OUTS.

114. 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 Settlement 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 Class 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.

XVII. DECEASED CLASS MEMBERS

115. 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.

XVIII. INCAPACITATED CLASS MEMBERS

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

XIX. TAX OBLIGATIONS

117. 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 State Farm 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 which may arise by virtue of any Settlement Class Payments made pursuant to this Agreement.

XX. MISCELLANEOUS PROVISIONS

118. The proposed Preliminary Schedule for class administration deadlines is attached as Exhibit G.

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

120. 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.

121. 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.

122. 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.

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

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

125. 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.

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

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

128. 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 Approval 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.

129. 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        , 202 6

SIGNATURES FOLLOW ON NEXTPAGE

For Plaintiff:

By: Signature:   
Deborah Robin  
Plaintiff Email: robin.deborah63@gmail.com  
Deborah Robin (Nov 20, 2025 13:24:36 CST)

NORMAND PLLC

By: /s/Ed mund Norm and 1.18.2026  
Edmund A. Normand


HERMAN, HERMAN & KATZ

By: Soren Gisleson  
Soren Gisleson (Jan 21, 2026 13:56:28 CST)  
Soren E. Gisleson

Attorneys for Named Plaintiff  
and the Settlement Class

APPROVED AS TO FORM ANDSUBSTANCE

For State Farm:

By:  1/20/2026  
Daniel F. Diffley  
For State Farm

Attorney for Defendant

APPROVED AS TO FORM AND SUBSTANCE


# Robin - Settlement Agreement\_FINAL\_Signed by PL\_1.21.26

Final Audit Report

2026-01-21

Created:	2026-01-21
By:	Janna Sherwood (janna.sherwood@normandpllc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAouwfsWR90UqoXBCxPQ57ZaXfo-DWrUX8

## "Robin - Settlement Agreement\_FINAL\_Signed by PL\_1.21.26" History

-  Document created by Janna Sherwood (janna.sherwood@normandpllc.com)  
2026-01-21 - 7:44:21 PM GMT
-  Document emailed to Soren Giselson (soren@hkgclaw.com) for signature  
2026-01-21 - 7:44:26 PM GMT
-  Email viewed by Soren Giselson (soren@hkgclaw.com)  
2026-01-21 - 7:45:03 PM GMT
-  Document e-signed by Soren Giselson (soren@hkgclaw.com)  
Signature Date: 2026-01-21 - 7:56:28 PM GMT - Time Source: server
-  Agreement completed.  
2026-01-21 - 7:56:28 PM GMT