

# Exhibit H

**EXHIBIT H**

**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

**[PROPOSED] ORDER APPROVING SETTLEMENT  
AND JUDGMENT OF DISMISSAL WITH PREJUDICE**

Plaintiff Deborah Robin (“Plaintiff”) and Defendant State Farm Mutual Automobile Insurance Company (“State Farm”) or (“Defendant”), (collectively, the “Parties”) have reached a settlement in this case. Through an Unopposed Motion for Final Approval of Class Settlement, the Parties 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 the Settlement Class was fair, adequate, and comported with due process; and (4) enter an order finally approving the Settlement and an order of Final Judgment of Dismissal with Prejudice. For the reasons stated below, the Motion is granted.

Plaintiff, individually and on behalf of the proposed Settlement Class, and State Farm, as defined in the Agreement, have agreed, subject to approval by the Court, to settle this Action upon the terms and conditions in the Agreement; and

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

On \_\_, 2026, the matter of the Court’s final approval of the Agreement submitted on \_\_\_\_, 2026 by the Motion for Order Preliminarily Approving Settlement, Approving Notice to Class Members, and Setting Date for Settlement Fairness Hearing, came before the Court for consideration. Appearing on behalf of the Named Plaintiff and the Settlement Class was Soren E. Gisleson and Edmund A. Normand (“Class Counsel”). Appearing on behalf of State Farm were Dan Diffley and Melissa Quintana.

WHEREAS, Plaintiff, on behalf of herself and the proposed Settlement Class, and State Farm have executed and filed the Agreement with the Court on \_\_, 2026; 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, the Court, on \_\_\_\_\_, 2026, entered the Order Regarding Preliminary Approval of Settlement and Approval of Notice of Pendency of Settlement of Class Action to Class Members (“Preliminary Approval Order”), preliminarily approving the Proposed Settlement and conditionally certifying this Action, for settlement purposes only, as a class action; and

WHEREAS, Plaintiff Deborah Robin was approved in the Preliminary Approval Order as the Class Representative; and

WHEREAS, the Court, as part of its Preliminary Approval Order, directed that a plan for disseminating notice of the settlement (“Notice Plan”) be implemented, and scheduled a hearing to be held on \_\_\_\_\_, 2026, to determine whether the Proposed Settlement should be approved as fair, reasonable and adequate; and

WHEREAS, State Farm and Class Counsel satisfactorily demonstrated to the Court that the Notice Plan was followed; and

WHEREAS, a Final Approval Hearing was held on \_\_\_\_\_ 2026, at which all interested persons were given an opportunity to be heard; and

The Court, having read and considered the Agreement and the Exhibits thereto, and having read and considered all other papers filed and proceedings had herein, and being otherwise fully informed, and with good cause appearing,

**IT IS HEREBY ORDERED:**

1. This Order incorporates by reference and utilizes the definitions in the Agreement.
2. The Court has jurisdiction over the subject matter of this Action and over all Parties to this Action.
3. The Second Amended Complaint filed in this Action alleges generally that State Farm improperly failed to pay Purchasing Fees when adjusting total loss claims in Louisiana.
4. The Court approves the Agreement, and finds the Agreement to be fair, reasonable, and adequate to the Settlement Class, but such finding is not to be deemed an admission of liability or fault by State Farm or by any other Person, or a finding of the validity of any claims asserted in the Action or of any wrongdoing or of any violation of law by State Farm. The settlement of this matter by State Farm, including, but not limited to, the terms and provisions of the 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 State Farm or any of the Released Persons.
5. The Court appoints Plaintiff Deborah Robin as Class Representative, and Normand PLLC and Herman Herman & Katz, LLC as Class Counsel.
6. The Court finds the Class Notice constituted the best notice practicable under the circumstances, by providing individual notice and email notice on two occasions to all Class Members who were identified through reasonable effort and constituted valid and sufficient notice to all Persons entitled thereto, complying fully with the requirements of Fed. R. Civ. P. 23 and due process.
7. The Court reaffirms and reappoints Kroll as the Claims Administrator.

8. Consistent with the Agreement, the Court certifies for purposes of Settlement the following Settlement Class:

All 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.

9. For purposes of Settlement, the threshold requirements and Rule 23 requirements for class certification are met. Plaintiff possesses Article III standing and the proposed Settlement Class is adequately defined and clearly ascertainable. The Settlement Class is adequately defined because the class definition is clear and precise, is based on objective criteria, and, because it only includes insureds who also suffered redressable harm, and it is not overbroad.

10. For purposes of settlement, the Class is sufficiently numerous, there are questions of law and fact common to the Settlement Class, Plaintiff’s claim is typical of the Settlement Class, and both Plaintiff and Class Counsel are adequate representatives of the Settlement Class. *See generally Cleven v. Mid-Am. Apartment Communities, Inc.*, 20 F.4th 171, 175 (5th Cir. 2021); *Beattie v. CenturyTel, Inc.*, 511 F.3d 554, 560 (6th Cir. 2007) (to certify a class, Rule 23(a) requirements of numerosity, commonality, typicality, and adequacy must be satisfied).

11. For purposes of settlement, questions common to the class predominate over any individual questions, and class treatment is superior to alternative forms of adjudication. *See*

*generally id.* (predominance and superiority requirements must be met to certify a class under Rule 23(b)(3)).

12. The Named Plaintiff and State Farm have entered into the Agreement which has been filed with the Court. The Agreement provides for the Settlement of this Action with State Farm on behalf of the Named Plaintiff and the Settlement Class Members, subject to approval by the Court of its terms. The Court scheduled a hearing to consider the approval of the Settlement and directed that the Class Notice be disseminated in accordance with the terms of the Preliminary Approval Order.

13. In accordance with the terms of the Agreement and the Preliminary Approval Order, the Parties implemented the Notice Plan approved by the Court. State Farm's counsel and Class Counsel have confirmed to the Court that the Parties complied with the Notice Plan.

14. The Court hereby finds that the Notice Plan and the Class Notice constituted the best notice practicable under the circumstances, and constituted valid, due and sufficient notice to members of the Settlement Class. The Named Plaintiff and State Farm have applied to the Court for final approval of the terms of the Proposed Settlement and for the entry of this Final Judgment. Pursuant to the Class Notice, a hearing was held before this Court, on \_\_\_\_\_ 2026, to determine whether the Proposed Settlement of the Action should be finally approved as fair, reasonable, and adequate, and whether the Final Judgment approving the Settlement and dismissing all claims in the Action on the merits, with prejudice and without leave to amend should be entered.

15. There is a strong federal policy favoring settlement of disputes, including class actions. *See, e.g., Smith v. Crystian*, 91 Fed. App'x 952, 955 (5th Cir. 2004). The Court finds that both procedural and threshold requirements set forth in Fed. R. Civ P. 23(e)(2) are satisfied. First, given the extensive discovery and expert analysis and data review that occurred prior to settlement

discussions, Plaintiff and Class Counsel possessed sufficient information and knowledge of the claims, issues, and defenses prior to negotiating and settling the claims.

16. Second, the negotiations were clearly conducted at arm's length. *See generally In re Chinese-Manufactured Drywall Prod. Liab. Litig.*, 424 F. Supp. 3d 456, 486 (E.D. La. 2020) (noting presumption in favor of settlement was warranted where, among other things, it was “the product of arms-length negotiations between sophisticated parties”).

17. Fed. R. Civ. P. 23(e)(2)(C)-(D) establishes 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 with regard to each other. These factors also weigh in favor of approval.

18. The claim-processing method is straightforward, requiring merely attesting to a pre-filled, postage-prepaid Claim Form. As such, Rule 23(e)(2)(C)(ii)—the method for “distributing relief” and “processing class-members claims”—weighs in favor of approval.

19. Additionally, the Parties did not discuss attorneys' fees until after agreement was reached concerning the substantive terms of the Agreement and State Farm agreed to separately pay attorneys' fees and costs—meaning Class Members' recoveries will not be impacted or reduced in any way—which counsels in favor of approval.

20. In addition, there were \_\_\_\_\_ objections and \_\_\_\_ opt outs, which is strong evidence in support of the fairness and reasonableness of the Settlement terms.

21. 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.

22. The class claims in this Action are dismissed in their entirety, on the merits, with prejudice and without leave to amend, and the Named Plaintiff 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 Claim against any Released Person.

23. 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.

24. “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. Released Claims do not include claims related to the alleged underpayment of actual cash value on total loss claims that included an Audatex “typical negotiation” adjustment.

25. “Released Persons” means State Farm, as defined in the Agreement, 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.

26. “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.

27. “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.

28. 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.

29. The Agreement, the Settlement and this Final Judgment are not to be deemed admissions of liability or fault by State Farm, or a finding of the validity of any claims in the Action or of any wrongdoing or violation of law by State Farm. The Agreement and Settlement are not a concession by the Parties and, to the extent permitted by law, neither this Final Judgment nor the Settlement, 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 any of the Released Persons, except in any proceedings brought to enforce the Agreement or the Final Judgment otherwise with the written consent of State Farm at its sole discretion. Nor may this Agreement be construed in any fashion as precedent for any matter, 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. However, State Farm may use the Agreement or the exhibits thereto, and the Settlement, and/or any related document, 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 relating to the Released Claims set out in the Agreement.

30. 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.

31. The Court has also considered the application for attorneys' fees and costs and for a service award to the Named Plaintiff.

32. Courts consider the following factors in analyzing the reasonableness of a requested fee amount: 1) the time and labor required; (2) the novelty and difficulty of the issues; (3) the skill required to perform the legal services properly; (4) the preclusion of other employment by the attorney; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) the time limitations imposed by the client or circumstances; (8) the amount involved and results obtained; (9) the experience, reputation, and ability of the attorneys; (10) the undesirability of the case; (11) the nature and length of the professional relationship with the client; and (12) the award in similar

cases. *Venable v. Am. Consulting & Testing Inc.*, No. 6:20-CV-01232, 2022 WL 595738, at \*4 n. 36 (W.D. La. Feb. 25, 2022) (citation omitted). The Court finds that the requests for attorneys' fees and costs, and the service award, are consistent with the application of these factors.

33. The totality of these factors supports the requested fee and cost award of \$205,000.00, and a service award of \$5,000.00 to the Class Representative. Accordingly, the Court hereby **GRANTS** Plaintiff's Motion for Attorneys' Fees and Costs and a Service Award.

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

34. The benefits of the Settlement are fair, reasonable, and adequate. Further, for purposes of settlement, the Settlement Class meets the requirements of Fed R. Civ. P. 23(a) and (b)(3), and the Court therefore certifies the Settlement Class as defined in the Agreement. Finally, the requested attorneys' fees, costs, and service award are reasonable.

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

36. In accordance with Fed. R. Civ. P. 54, 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 Federal Rules of Civil Procedure as to all claims among State Farm on the one hand, and the Named Plaintiff and all Settlement Class Members, on the other, and there is no just reason to delay enforcement or appeal.

37. The Clerk of this Court is directed to enter a Final Judgment of Dismissal and close this case.

38. Without in any way affecting the finality of this Final Judgment, this Court shall retain continuing jurisdiction over this Action for purposes of:

- (A) Enforcing this Final Judgment, the Agreement and the Settlement;**
- (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 \_\_\_\_\_, 2026.

\_\_\_\_\_  
UNITED STATES DISTRICT JUDGE