

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

TIANA CRUZ-SANTIAGO, individually and  
on behalf of all others similarly situated,

CASE NO.: 19-CA-006930

Plaintiff,

v.

AMICA MUTUAL INSURANCE  
COMPANY, a Rhode Island corporation,

Defendant.

\_\_\_\_\_ /

**ORDER GRANTING APPROVAL OF CLASS SETTLEMENT  
AND PETITION FOR ATTORNEYS' FEES AND COSTS  
AND PLAINTIFF'S SERVICE AWARD**

THIS CAUSE is before the Court on Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement and Unopposed Motion for Attorneys' Fees and Costs and Plaintiff's Service Award. A hearing was held on the Motion on November 4, 2020 and having reviewed the subject Motions and corresponding Exhibits thereto and for the reasons set forth below, the Motions are **GRANTED**.

This Court has jurisdiction over the subject matter of the action and over all parties to the action, including all members of the Settlement Class because the Settlement Class Members are defined as persons to whom Florida Automobile Insurance Policies were issued by Defendant.

The Court held a preliminary Fairness Hearing to consider the fairness, reasonableness, and adequacy of the Proposed Settlement on **May 20, 2020 at 9:30 a.m.** at the Thirteenth Judicial Circuit for Hillsborough County, 800 E. Twiggs St. Room 511, Tampa, Florida 33602. The Court preliminarily approved the Settlement and Release and entered the Preliminary Approval Order on May 27, 2020, and notice was given to Settlement Classes Members under

the terms of the Order Preliminary Approving Class Settlement. The court conducted a Final Approval Hearing on November 4, 2020, at the Thirteenth Judicial Circuit for Hillsborough County, 800 E. Twiggs St. Room 511, Tampa, Florida 33602.

In accordance with the foregoing, it is **ORDERED** and **ADJUDGED** as follows:

1. Plaintiff's Motion for Final Approval of Class Action Settlement is **GRANTED**.
2. The Settlement Agreement (including Exhibits) is hereby incorporated by reference in this Order, and all terms defined in the Agreement will have the same meanings in this Order.
3. The Court has considered the amount of any Attorneys' Fee Award and whether to make the amount of any Service Award to the Class Representative. Defendant has agreed to pay all Attorneys' fees, costs and Class Representative service award as outlined in the Settlement Agreement VIII.
4. The Court certifies the Settlement Class, as defined in the Agreement in Paragraph hh. The Court finds that the Settlement Class as defined satisfies the numerosity, commonality, typicality, and adequacy requirements of Fla. R. Civ. P. 1.220(a), and that it satisfies the predominance and superiority requirements of Fla. R. Civ. P. 1.220(b)(3) for the reasons set forth in the subject Motions.
5. The Court appoints the Named Plaintiff as Class Representative and finds that she has adequately represented the class in securing the approved Settlement Agreement.
6. The Court appoints Jacob Phillips and Ed Normand of Normand PLLC, Scott Edelsberg of Edelsberg Law, P.A., Andrew Shamis of Shamis & Gentile, P.A., and Rachel Dapeer of Dapeer Law, P.A., as Class Counsel, and finds that they have adequately represented the Settlement Class in securing the approved Settlement Agreement.

7. The Court finds that the notice provided to Settlement Class Members (including the Mailed Notice and the settlement website) to be adequate and sufficient notice to all Persons entitled to receive notice and the best notice practicable under the circumstances.
8. The Court further finds that the notice provided to Settlement Class members comported with due process requirements by informing the Settlement Class Members of the pendency of the proposed Settlement, all material terms thereof, the request concerning attorneys' fees and costs and the Service Award, the right and method by which to object or request exclusion, and provided an opportunity to be heard.
9. The Court finds that the terms of the Settlement Agreement are fair, adequate, and reasonable. In so finding, the Court has considered several factors in making such, including: (1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings; (4) the risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the defendant to withstand a greater judgment; (8) the reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation.
10. Class Members were provided the opportunity, if they so chose, to submit timely and valid requests for exclusion in the manner set forth in the Mailed Notice and the Agreement and to therefore be excluded from the Settlement Class. There were no such requests submitted.
11. Given there were no requests for exclusion, they are bound by the Final Order and Judgment entered. As final approval of the Settlement is hereby granted, they shall be barred, now and in the future, from asserting any of the Released Claims, as defined in

the Agreement, against any Released Persons, as defined in the Agreement. All Settlement Class Members who have not made timely, written requests for exclusion are conclusively deemed to have fully and finally released all of the Released Persons from any and all Released Claims.

12. Settlement Class Members were provided the opportunity to file written notices of intent to object or intervene, as described in the Agreement and to appear at the Fairness Hearing, in person or by counsel, and be heard by the Court. No Class Member filed any such Notice of Intent.

13. On and after the Effective Date, which is five days after the entry of this Order, the Releasing Parties are forever barred and permanently enjoined from directly, indirectly, representatively, or in any other capacity filing, commencing, prosecuting, continuing, or litigating any other proceeding against any of the Released Parties in any jurisdiction based on or relating in any way to the Released Claims, and the Releasing Parties, and each of them, are forever barred and permanently enjoined from filing, commencing, or prosecuting any lawsuit individually or as a class action against any of the Released Parties (including by seeking to amend a pending complaint to include class allegations or by seeking class certification in a pending action in any jurisdiction) based on, arising under, or relating in any way to the Released Claims, including during any appeal from this Order.

14. Defendant is directed to provide or caused to be provided the payments to Settlement Class Members according to the terms of the Settlement Agreement.

15. Without affecting the finality of this Final Approval Order in any way, the Court retains jurisdiction over: (a) implementation and enforcement of Settlement Agreement and Release until the final judgment contemplated hereby has become effective and each and

every act agreed to be performed by the parties hereto pursuant to the Settlement Agreement and Release have been performed; (b) any other action necessary to conclude the Settlement Agreement and Release and to administer, enforce, construe and supervise compliance with the provisions of the Settlement Agreement and Release; and (c) all parties to this action and individuals and entities in the Settlement Classes for the purpose of implementing and enforcing the Settlement Agreement and Release.

16. The Court approves attorneys' fees and costs of \$204,000.00, as set forth in the Settlement Agreement and as requested in Plaintiff's Motion for Attorneys' Fees and Costs and Plaintiff's Service Award (and corresponding exhibits), and directs Defendant to issue such payment in the form, time, and manner set forth in the Settlement Agreement.
17. The Court finds the hours expended and the hourly rate utilized to be reasonable. In so finding, the Court has considered the factors set forth in Kuhnlein v. Dep't of Revenue, 662 So. 2d 309 (Fla. 1995), Florida Patient's Compensation Fund v. Rowe, 472 So. 2d 1145, 1150-51 (Fla. 1985), and Standard Guaranty Insurance Co. v. Quanstrom, 555 So. 2d 828, 834 (Fla. 1990). While not necessary to the analysis because of the agreement between the Parties, the Court finds that application of a multiplier is justified.
18. The service award of \$3,500.00 for the Class Representative is approved. Such amount is found to be reasonable considering the service performed by Plaintiff for the settlement Class Members. This amount shall be paid in accordance with the terms of the Settlement Agreement and Release.
19. The action is **DISMISSED with prejudice** and without costs (except as otherwise provided herein and in the Settlement Agreement and Release).

DONE AND ORDERED in chambers at the Thirteenth Judicial Circuit for Hillsborough County, in Hillsborough County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Electronically Conformed 11/11/2020

~~Martha J. Cook~~  
HONORABLE MARTHA J. COOK  
CIRCUIT COURT JUDGE

Conformed copies to: All Counsel of Record