

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR OSCEOLA COUNTY, FLORIDA

SECUNDINO DELEON III,
MIGDALIA COLON, STEPHANY
CARVAJAL, and DANA WASHINGTON,
on behalf of themselves and all others
similarly situated,

Case No. 2019-CA-001636

Plaintiffs,

CLASS REPRESENTATION

v.

DIRECT GENERAL INSURANCE
COMPANY, IMPERIAL FIRE AND
CASUALTY INSURANCE COMPANY,
and INTEGON PREFERRED INSURANCE
COMPANY,

Defendants.

ORDER PRELIMINARILY APPROVING CLASS SETTLEMENT

WHEREAS Plaintiffs Migdalia Colon (“Colon”), Secundino Deleon III (“Deleon”), Stephany Carvajal (“Carvajal”), and Dana Washington (“Washington”) (collectively, the “Plaintiffs”), individually and as Class Representatives on behalf of a proposed Settlement Class, and Defendants Direct General Insurance Company (“Direct General”), Imperial Fire and Casualty Insurance Company (“Imperial”), and Integon Preferred Insurance Company (“Integon”) (collectively, the “Defendants”; and, collectively, the Defendants and Plaintiffs being the “Parties” herein), all acting by and through their respective counsel, have agreed, subject to Court approval, to settle this Action upon the terms and conditions stated in the Class Action Settlement Agreement and Release (the “Agreement”):

NOW, THEREFORE, based upon the Agreement, upon all of the files, records, and proceedings herein, statements of counsel, and it appearing to the Court that a hearing should be

held to determine whether the Proposed Settlement described in the Agreement should be finally approved as fair, reasonable, and adequate.

IT IS HEREBY ORDERED THAT:

1. The Agreement (including its Exhibits) is hereby incorporated by reference in this Order, and all terms defined in the Agreement will have the same meanings in this Order.
2. This Court has jurisdiction over all Settlement Class Members because one of the required criteria for defining the Settlement Class Members is that they are persons to whom Florida Automobile Insurance Policies were issued by one of the Defendants.
3. The Court preliminarily approves the Agreement (including its Exhibits), finding that the Proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing notice to the Settlement Class. The Court finds that, for purposes of this agreed Settlement Class only, the class certification prerequisites set forth in Florida Rule of Civil Procedure 1.220 have been met for the purpose of the certification of a settlement class. By so doing, the Court does not take a position as to whether such class is appropriate for class certification in the event that the Proposed Settlement does not become final and the issue of class certification is contested. This finding is without prejudice to the Defendants' right to contest class certification in the event that the Proposed Settlement does not become final.
4. For purposes of determining whether the terms of the Proposed Settlement should be finally approved as fair, reasonable and adequate, the following Settlement Class is preliminarily certified for settlement purposes only and is comprised of all persons ("Settlement Class Members"):
 - (a) Who are or were insureds under a Florida automobile insurance policy issued by any of the Defendants that provides coverage for a private passenger auto ("PPA") with

physical damage coverage for (i) "collision" and/or "other than collision" as to Direct General or Integon or (ii) "collision" and/or "comprehensive" as to Imperial (as those terms are defined in the applicable policies);

(b) Who made a first-party claim, in connection with a vehicle that was determined to be a covered total loss by one of the Defendants, for (i) "collision" and/or "other than collision" loss as to Direct General or Integon or (ii) "collision" and/or "comprehensive" loss as to Imperial;

(c) Who did not receive, as part of their payment for the total loss from one of the Defendants, any or all of the following: (i) a license plate transfer fee; (ii) a title transfer fee; and/or (iii) sales tax calculated as the applicable percentage of the adjusted value of insured vehicle; and

(d) Who received their initial payment on the total loss claim: (i) on or after May 21, 2014, to the date of Preliminary Approval of the Settlement as to Direct General; (ii) on or after July 26, 2014, to the date of Preliminary Approval of the Settlement as to Imperial; or (iii) on or after June 21, 2014, to the date of Preliminary Approval of the Settlement as to Integon.

5. Plaintiffs are preliminarily appointed as representatives of the Settlement Class ("Class Representatives"), and the following attorneys are preliminarily appointed as counsel for the Settlement Class ("Class Counsel"):

Edmund A. Normand
Jacob L. Phillips
Normand PLLC
3165 McCrory Pl., Ste. 175
Orlando, FL 32803
T: 407-603-6031

Scott Edelsberg
EDELSBERG LAW, P.A.
20900 NE 30th Avenue, #417
Aventura, FL 33180
T: 305-975-3320

Rachel Dapeer, Esq.
DAPEER LAW, P.A.
300 S. Biscayne Blvd, #2704
Miami, FL 33131
T: 305-610-5223

Andrew J. Shamis
SHAMIS & GENTILE, P.A.

14 NE 1st Ave., Suite 1205
Miami, FL 33132
T: 305-479-2299

6. The Court appoints Angeion Group, an experienced class action settlement administration firm, as the Settlement Administrator, responsible for performing the obligations of the Settlement Administrator under the Settlement Agreement.
7. The Parties have prepared a Shortform Notice, a Longform Notice, and a Claim Form, which are attached to the Settlement Agreement (*see* Exhs. 2-3 to the Agreement). The Court has carefully reviewed and hereby approves the Shortform Notice, Longform Notice, and Claim Form as to form and content and directs that they be without material alteration from those attached to the Agreement unless otherwise modified by agreement of the Parties and approved by the Court. The Court directs that the Shortform Notice be sent to the potential Settlement Class Members as described and in the manner set forth in Paragraphs 6-11 of the Agreement; and, for Shortform Notices returned undelivered, the Court directs the Settlement Administrator to follow the procedures set out in Paragraph 10 of the Agreement.
8. The Court directs the Settlement Administrator to initiate and maintain the website as set forth in Paragraphs 8 and 9 of the Agreement, and to post thereon the Settlement Agreement, the Shortform Notice, the Longform Notice, the Claim Form, and this Preliminary Approval Order as set forth in Paragraph 8 of the Agreement (and other materials as may be agreed to by all of the Parties), and to maintain the website for 180 days after the Claims Submission Deadline.
9. Within 10 days of entry of this Order, the Defendants shall provide to the Settlement Administrator the last-known physical mailing address that they possess for potential

Settlement Class Members. The Settlement Administrator shall run 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. Within 60 days of entry of this Preliminary Approval Order, the Settlement Administrator shall send a copy of the Shortform Notice by first-class mail to the Settlement Class Members, including a Claim Form with sufficient postage pre-paid, as set forth in Paragraph 7 of the Agreement.

10. If any Shortform Notice and/or Claim Form mailed to any potential Settlement Class Member is returned to the Settlement Administrator as undeliverable, the Settlement Administrator will promptly log each Shortform Notice and/or Claim Form that is returned as undeliverable and provide copies of the log to Defendant and Class Counsel upon request. If the mailing is returned to the Settlement Administrator with a forwarding address, the Settlement Administrator shall forward the mailing to that address. The Court finds that the procedures set forth herein constitute reasonable and the best practicable notice under the circumstances and an appropriate and sufficient effort to locate current addresses of Settlement Class Members.
11. The Court directs the Settlement Administrator to maintain a toll-free telephone number containing recorded answers to frequently asked questions.
12. The Court preliminarily finds that the notice provided to potential Settlement Class Members: (a) is the best practicable notice; (b) is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and of their right to object or to exclude themselves from the Proposed Settlement; and (c) is reasonable and constitutes due, adequate, and sufficient notice to all Persons entitled to

receive notice.

13. Potential Settlement Class Members who wish to exclude themselves from the Settlement Class must submit timely, written requests for exclusion as set forth in the Agreement and the Longform Notice. To be effective, such a request must include the Settlement Class Member's name and address, a clear and unequivocal statement that the Settlement Class Member wishes to be excluded from the Settlement Class, and the signature of the Settlement Class Member or his or her Legally Authorized Representative. The request must be mailed to the Settlement Administrator at the address provided in the Shortform Notice and Longform Notice and must be postmarked no later than 30 days after the Notice Date. Requests for exclusion must be exercised individually by the Settlement Class Member or his or her Legally Authorized Representative, and not as or on behalf of a group, class, or subclass.
14. No later than 10 days before the Fairness Hearing, the Settlement Administrator shall file proof of mailing of the Notice, along with the Opt-Out List, which shall be a list of all Persons who timely and properly requested exclusion from the Settlement Class, and an affidavit or declaration attesting to the accuracy of the Opt-Out List.
15. Potential Class Members who submit timely and valid requests for exclusion in the manner set forth in the Longform Notice and the Agreement shall be excluded from the Settlement Class. Such Persons shall have no rights under the Proposed Settlement, shall not share in any distribution of funds under the Proposed Settlement, and shall not be bound by the Proposed Settlement or by any Final Order and Judgment approving the Proposed Settlement.
16. All Settlement Class Members who do not submit a timely, written request for exclusion

in the manner set forth in the Notice and Agreement shall be bound by any Final Order and Judgment entered, even if such Settlement Class Members never received actual notice of this Action or this Proposed Settlement, or never submitted a claim pursuant to the Proposed Settlement. If final approval of the Proposed Settlement is granted, Settlement Class Members who do not submit a timely, written request for exclusion, which meets the requirements of this Preliminary Approval Order, 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.

17. Settlement Class Members who do not request exclusion from the Settlement Class may object to the Proposed Settlement. Settlement Class Members who choose to object to the Proposed Settlement must file written notices of intent to object or intervene, as described in the Agreement and below. Any Settlement Class Member who has timely filed an objection in compliance with the Agreement and this Preliminary Approval Order may appear at the Fairness Hearing, in person or by counsel, and be heard to the extent allowed by the Court. The right to object to the Proposed Settlement must be exercised individually by an individual Settlement Class Member or his or her attorney or his or her Legally Authorized Representative, and not as a member of a group, class, or subclass.
18. To be timely, any objection or motion to intervene must be postmarked and mailed to the Settlement Administrator, and filed with the Court, no later than thirty (30) days after the Notice Date. Any untimely objection or motion to intervene may not be considered, at the discretion of the Court.
19. To be effective, a notice of intent to object to the Proposed Settlement must include:
 - (a) Include the name of the case and case number;

- (b) Provide the name, address, telephone number, and signature of the Settlement Class Member filing the objection;
- (c) Indicate the specific reasons why the Settlement Class Member objects to the Proposed Settlement;
- (d) Contain the name, address, bar number, and telephone number of the objecting Settlement Class Members' counsel, if represented by an attorney. If the Settlement Class Member is represented by an attorney, he or she must comply with all applicable rules of the Court; and
- (e) State whether the objecting Settlement Class Member intends to appear at the Fairness Hearing, either in person or through counsel.

A lack of substantial compliance with these requirements may result in the objection not being considered by the Court.

20. In addition, a notice of intent to object should contain the following additional information,

if the Settlement Class Member or his/her or its attorney requests permission to speak at the Fairness Hearing:

- (a) A detailed statement of the specific legal and factual basis for each objection;
- (b) A list of any and all witnesses whom the Settlement Class Member may seek to call at the Fairness Hearing, with the address of each witness and a summary of his or her proposed testimony;
- (c) A detailed description of any and all evidence the Settlement Class Member may seek to offer at the Fairness Hearing, including photocopies of any and all exhibits which the objector may seek to introduce at the Fairness Hearing;
- (d) A list of any legal authority the Settlement Class Member will present at the Fairness Hearing; and
- (e) Documentary proof of membership in the Settlement Class.

21. Settlement Class Members have the right to exclude themselves from the Proposed Settlement and pursue a separate and independent remedy against the particular Defendant with which such person was insured by complying with the exclusion provisions set forth herein. Settlement Class Members who object to the Proposed Settlement shall remain

Settlement Class Members, and they waive their right to pursue an independent remedy against the Defendants. To the extent any Settlement Class Member objects to the Proposed Settlement, and such objection is overruled in whole or in part, such Settlement Class Member will be forever bound by the Final Order and Judgment of the Court.

22. The Court directs the Settlement Administrator to receive requests for exclusion, objections, notices of intention to appear, and any other settlement-related communications from potential Settlement Class Members, and provides that only the Settlement Administrator shall have access to the post office box or other address to which such communications are to be sent, except as otherwise expressly provided in the Agreement or by further order of the Court. The Court also directs the Settlement Administrator promptly to furnish Class Counsel and Counsel for Defendants copies of any and all objections, written requests for exclusion, motions to intervene, notices of intention to appear, or other communications from potential Settlement Class Members that come into its possession, as set forth in the Agreement.

23. The Court approves the claims submission process as set forth in Paragraphs 19-23 of the Agreement, including the Claim Form proposed by the Parties, and finds the claim submission process to be fair and reasonable. The Court directs the Parties and Settlement Administrator to initiate the claims' process as set forth in the Agreement, including a deadline to submit a claim thirty (30) days following the Fairness Hearing scheduled below. Claims submitted after such date shall be deemed untimely.

24. The Court will conduct a virtual Fairness Hearing to consider the fairness, reasonableness, and adequacy of the Proposed Settlement on November 10, 2020 at 9 a.m. via its video conferencing portal, which can be accessed at the following link:
<https://join.ocnjcc.net/invited.sf?secret=mpoL8JdNIytNkKqI26L1Ig&id=146727846>.

During the Fairness Hearing, the Court will consider whether the proposed settlement described in the Agreement should be approved as fair, reasonable, and adequate, and whether the Court should enter the proposed Final Order and Judgment approving the Proposed Settlement and dismissing this Action on the merits, with prejudice. The Court will also consider the amount of any Attorneys' Fee Award and whether to make and the amount of any Service Awards to the Class Representatives. The Fairness Hearing may be postponed, adjourned, rescheduled or changed to an in-person hearing, or another remote hearing platform, by order of the Court without further notice to Settlement Class Members other than on the settlement website and the Court's docket.

25. Upon a showing of good cause, the Court may extend any of the deadlines set forth in this Order without further notice to the Settlement Class. The deadlines are as follows:

#	Action	Deadline
1	Website Notice Posted by Settlement Administrator	Sixty (60) days after entry of the Preliminary Approval Order ("PAO")
2	Deadline for Settlement Administrator to mail out direct mail notice ("Notice Date")	Sixty (60) days after entry of the PAO
3	Deadline for Settlement Class Members to opt-out of the Agreement	Thirty (30) days after the Notice Date
4	Deadline for submission of Notice of Intent to object to agreement	Thirty (30) days after the Notice Date
5	Deadline for Settlement Class Members to file claims.	Thirty (30) days after Fairness Hearing
6	Deadline for Class Counsel to file their Motion for Final Approval of the Settlement, including their application for attorneys' fees, costs and expenses, and for incentive awards for Plaintiffs.	Forty five (45) days after the Notice Date

7	Deadline for Settlement Administrator to file proof of completion of Notice, along with complete and accurate Opt-Out list	Ten (10) days prior to the date listed in paragraph 24 of this Order.
8	Fairness Hearing	November 10, 2020 at 9:00 a.m. (at least five (5) days after Motion for Final Approval)

26. The Proposed Settlement shall not be deemed an admission or concession by the Defendants as to the truth or accuracy of any of the allegations made in the Action, as to any liability, fault, or wrongdoing of any kind whatsoever, and as to whether the Action should be certified for class treatment regarding any of the allegations by the Plaintiffs or the merits of the Plaintiffs' claims.

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

DONE AND ORDERED in chambers in Osceola County, Florida this 30th day of

July, 2020.



 CIRCUIT COURT JUDGE

Copies finished to:
 Counsels of Record