

IN THE CIRCUIT COURT, OF THE 9TH
JUDICIAL CIRCUIT, IN AND FOR
OSCEOLA COUNTY, FLORIDA

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

Plaintiffs,

v.

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

Defendants.

CASE NO.: 2019-CA-1636 OC

CLASS REPRESENTATION

FINAL ORDER AND JUDGMENT

THIS CAUSE is before the Court on Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement and the Unopposed Motion for Attorneys' Fees and Costs and Plaintiffs' Service Awards (collectively, the "Motions"). The Court held a preliminary settlement approval hearing to consider the fairness, reasonableness, and adequacy of the Proposed Settlement on **July 27, 2020, at 1:30 p.m.** before the Honorable Margaret H. Schreiber, at the Osceola County Courthouse, 2 Courthouse Square, Hearing Room 6A, Kissimmee, Florida 34741. The Court preliminarily approved the Class Action Settlement Agreement and Release (the "Agreement") and entered the Order Preliminarily Approving Class Settlement on July 30, 2020, and notice was

given to Settlement Classes Members under the terms of the Order Preliminarily Approving Class Settlement.

The Court conducted a duly-noticed Final Approval Hearing on November 10, 2020, at 9:00 a.m. before the Honorable Margaret H. Schreiber, at the Osceola County Courthouse, 2 Courthouse Square, Hearing Room 6A, Kissimmee, Florida 34741 (the “Fairness Hearing”). Notice was also provided for participants to attend the Fairness Hearing remotely by video conference.

In accordance with the foregoing, and the Court having reviewed the Motions, heard the argument of counsel, and carefully considered the terms of the Agreement and its Exhibits, it is hereby **ORDERED** and **ADJUDGED** as follows:

1. Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement is **GRANTED**.

2. This Court has jurisdiction over the subject matter of the action and has personal jurisdiction over all parties to the action, including all members of the Settlement Class.

3. The Agreement (including Exhibits) is hereby incorporated by reference in this Final Order and Judgment, and, unless otherwise defined herein, all terms defined in the Agreement will have the same meanings in this Final Order and Judgment.

4. The Court has considered the amount of any Attorneys’ Fee Award and whether to make the amount of any Service Awards to the Class Representatives. Defendants have agreed to pay all attorneys’ fees, costs and Class Representatives service awards as outlined in the terms of the Agreement.

5. The Court certifies, for settlement purposes only, the Settlement Class, as defined in Paragraph BB of the Agreement, and to whom notice was directed, as follows:

The Settlement Class is comprised of all Persons (the “Settlement Class”):

1. 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);
2. 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;
3. 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 the insured vehicle; and
4. 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.

Excluded from the Settlement Class are: (1) any in-house or outside counsel for the Defendants and the immediate family members of such Persons; (2) employees of the Defendants; (3) any members of the judiciary assigned to the Actions and their staff; (4) the Parties’ counsel in the Actions; and (5) any Persons with Total Loss claims which have already been fully paid or resolved, whether by direct payment, appraisal, arbitration, settlement, release, judgment, or other means.

6. The Court finds that, for purposes of the agreed settlement, 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.

7. The Court appoints the four individual Named Plaintiffs as Class Representatives and finds that they have adequately represented the class in securing the approved Agreement.

8. The Court appoints Jacob Phillips and Edmund Normand of Normand PLLC, Rachel Dapeer of Dapeer Law, P.A., Scott Edelsberg of Edelsberg Law, P.A., and Andrew Shamis of Shamis & Gentile, P.A. as Class Counsel and finds that they have adequately represented the Settlement Class in securing the approved Agreement.

9. The Court finds that the notice provided to Settlement Class Members (including the Longform Notice, the Shortform 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.

10. The Court further finds that the notice which was 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 Awards, and the right and method by which to object or request exclusion, and the notice provided an adequate opportunity to be heard.

11. The Court finds that the Agreement was negotiated at arm's length by experienced counsel who were fully informed of the facts and circumstances of the action and of the strengths and weaknesses of their respective positions. Further, settlement occurred only after the parties negotiated over a period of several months. Counsel for the parties were therefore well positioned to evaluate the benefits of the Agreement, taking into account the expense, risk, and uncertainty of protracted litigation with respect to numerous difficult questions of fact and law.

12. The Court finds that the terms of the 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 Defendants 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.

13. Settlement 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 Longform Notice, the Shortform Notice, and the Agreement and to therefore be excluded from the Settlement Class. As of November 6, 2020, the Settlement Administrator has advised that it has not received any timely submitted requests for exclusion. The Opt-Out List, as of November 6, 2020, is attached hereto as Exhibit A. To the extent that there are any additional valid opt-outs after the entry of this Final Order and Judgment, the Parties may, by agreement and with the cooperation of the Settlement Administrator, file an amended Opt-Out List with the Court which shall be deemed to replace the Opt-Out List attached to this Final Order and Judgment. Any such additions must be in compliance with the requirements of the Preliminary Approval Order.

14. The Settlement Administrator has advised that it received 23 mailed Notices which were returned by the United States Postal Service to the Settlement Administrator with forwarding addresses. Pursuant to Paragraph 10 of the Preliminary Approval Order, the Settlement Administrator re-mailed those 23 Notices to the forwarding addresses. The Settlement Administrator shall maintain a list of those 23 persons. In the event that any of those specific 23 Settlement Class Members seek exclusion from the Settlement, they are required to mail a written request for exclusion to the Claims Administrator with a postmark date of no later than December 10, 2020. In the event that the Settlement Administrator receives timely and valid requests for

exclusion from any of those 23 Settlement Class Members, the Settlement Administrator shall add such persons to the Opt-Out List. Those 23 Settlement Class Members referenced in this Paragraph remain subject to all other requirements in the Preliminary Approval Order and the Notice.

15. As final approval of the Settlement is hereby granted, the Settlement Class Members who have not made, or do not make, timely, written requests for exclusion 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, or do not make, 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.

16. 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 Settlement Class Member timely filed any such notice of intent or appeared at the Fairness Hearing.

17. As stated in the Agreement, the Plaintiffs, all Settlement Class Members who have not been excluded from the Settlement Class as provided in the Opt-Out List, and their respective heirs, trustees, executors, administrators, principals, beneficiaries, representatives, agents, and present and former officers, directors, employees, insureds, attorneys, contractors, predecessors, successors, parent companies, subsidiaries, divisions, affiliates, and assigns, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, regardless of whether they have submitted a Claim Form, and regardless of whether they have received actual notice of the Proposed Settlement, have conclusively compromised, settled, discharged, and released all Released Claims against the Defendants and the Released Persons, and are bound by

the provisions of the Agreement.

18. On and after the Effective Date, which is 30 days after the entry of this Final Order and Judgment, the Plaintiffs and the Settlement Class Members 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 Persons in any jurisdiction based on or relating in any way to the Released Claims, and the Plaintiffs and the Settlement Class Members, 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 Persons (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 or relating in any way to the Released Claims, including during any appeal from this Final Order and Judgment.

19. This Final Order and Judgment and the Agreement (including the Exhibits thereto) may be filed in any action against or by any Released Person to support a defense of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

20. For purposes of this Final Order and Judgment and the Agreement, the terms “Released Parties” and “Released Persons” shall have the same definition as stated in Definition I.X. in the Agreement.

21. Defendants are directed to provide or caused to be provided the payments to Settlement Class Members according to the terms of the Agreement.

22. Without affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction over: (a) implementation and enforcement of the Agreement 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 Agreement has been performed; (b) any other action necessary to conclude the Agreement and to administer, enforce, construe and supervise compliance with the provisions of the Agreement; and (c) all parties to this action and individuals and entities in the Settlement Class for the purpose of implementing and enforcing the Agreement.

23. The Court approves attorneys' fees, inclusive of costs, of \$775,000.00, as set forth in the Agreement and as requested in Plaintiffs' Motion for Attorneys' Fees and Costs and Plaintiffs' Service Awards (and corresponding exhibits), and directs Defendants to issue such payment in the form, time, and manner set forth in the Agreement.

24. 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), Standard Guaranty Insurance Co. v. Quanstrom, 555 So. 2d 828, 834 (Fla. 1990) and Joyce v. Federated National Insurance Co., 228 So.3d 1122, 1135 (Fla. 2017).

25. The service awards of \$3,500.00 for each of the four Class Representatives are approved. Such amount is found to be reasonable considering the service performed by Plaintiffs for the Settlement Class Members. This amount shall be paid in accordance with the terms of the Agreement.

26. Angeion Group shall continue to serve as the Settlement Administrator and perform all functions as set forth in the Agreement.

27. This action, including all individual and class claims asserted herein, is **DISMISSED with prejudice** as to the Defendants, the Plaintiffs, and all Settlement Class Members

who have not been excluded from the Settlement Class as provided in the final Opt-Out List and without fees or costs (except as otherwise provided herein and in the Agreement).

DONE AND ORDERED in chambers at the Ninth Judicial Circuit for Osceola County, Florida, this 13th day of November, 2020.



HONORABLE MARGARET H. SCHREIBER
CIRCUIT COURT JUDGE

Conformed copies to: All Counsel of Record

EXHIBIT A – OPT-OUT LIST

The Settlement Administrator has advised that, as of November 6, 2020, it has received the following timely submitted opt-outs:

NONE