

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 19-62408-CIV-SINGHAL/VALLE

PHILIPPE CALDERON, ANCIZAR
MARIN, and AMIR CHARNIS, on behalf
of themselves and all others similarly
situated,

Plaintiffs,

v.

SIXT RENT A CAR, LLC,
Defendant.

_____ /

ORDER¹

THIS CAUSE is before the Court upon the Unopposed Motion for Final Approval of Class Litigation Settlement and Incorporated Memorandum of Law (DE [267]) (“Motion”) filed by Plaintiffs Philippe Calderon, Ancizar Marin, and Kelli Borel Riedmiller (“Plaintiffs” or “Named Plaintiffs”), requesting an order granting final approval of the Class Litigation Settlement (“Settlement”) between Plaintiffs and Defendant Sixt Rent A Car, LLC (“Sixt”), and approving Plaintiffs’ Unopposed Motion for Approval of Attorneys’ Fees, Costs, and Incentive Awards with Incorporated Memorandum of Law (DE [265]) as set forth in the Settlement Agreement.

¹ The Court has largely adopted the language proffered by the parties, but has made grammar and stylistic edits.

WHEREAS, on February 26, 2025, the Court entered its Order granting Preliminary Approval of the Settlement Agreement (DE [263]), as amended on March 4, 2025 (DE [264]), which, inter alia: (1) preliminarily approved the Settlement Agreement; (2) determined that, for purposes of the Settlement Agreement only, the Litigation should proceed as a class Litigation pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3) and certified the Settlement Class; (3) appointed Plaintiffs as Class Representatives; (4) appointed Brian W. Warwick and Janett R. Varnell of Varnell & Warwick P.A. and Geoffrey S. Stahl and Steven G. Calamusa of Gordon & Case Partners, P.A. as Class Counsel; (5) approved the form and manner of Notice and the Notice Plan; (6) approved the Claim Forms, process and Distribution Plan and (7) set the Final Approval Hearing date of July 15, 2025 (DE [266]); and

WHEREAS, thereafter, Notice was provided to over 31,282 Settlement Class Members in accordance with the Court's Preliminary Approval Order, with direct mailing through the Shortform Notice and Long Form Notice made available to Settlement Class Members on the Settlement Website; and

WHEREAS, on July 15, 2025, the Honorable Raag Singhal, held a Final Approval Hearing to determine whether the Settlement Agreement was fair, reasonable, and adequate, and to consider Class Counsel's Application for Attorneys' Fees and Costs and Plaintiffs' request for Incentive Awards; and

WHEREAS, based on the foregoing, having considered the papers filed and proceedings held in connection with the Motion, Settlement Agreement and Plaintiffs' Unopposed Motion for Approval of Attorneys' Fees, Costs, and Incentive Awards with Incorporated Memorandum of Law (DE [265] and [267]), having considered all other files,

records, and proceedings in the Litigation, and being otherwise fully advised; and,

WHEREAS, unless otherwise specified, all capitalized terms used herein have the same meanings as set forth in the Settlement Agreement; it is hereby

ORDERED AND ADJUDGED that the Unopposed Motion for Approval of Class Litigation Settlement (de [267]) and Plaintiffs' Unopposed Motion for Approval of Attorneys' Fees, Costs, and Incentive Awards with Incorporated Memorandum of Law (DE [265]) are **GRANTED** as follows:

I. The Settlement Classes and Class Counsel

1. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) and personal jurisdiction over all Parties to the Litigation, including all Settlement Class Members.
2. The Notice provided to the Settlement Class Members is in accordance with the Preliminary Approval Order, was the best notice practicable under the circumstances, and constituted due and sufficient notice of the proceedings and matters set forth therein, to all persons entitled to notice. The Notice fully satisfied the requirements of due process, Fed. R. Civ. P. 23, and all other applicable law and rules.
3. The notice to government entities, as given, complied with 28 U.S.C. § 1715.
4. The Settlement is in all respects fair, reasonable, and adequate, after considering all of the Fed. R. Civ. P. 23(e)(2) factors, highlighted by evidence that (A) the Class Representatives and Class Counsel have adequately represented the Settlement Class, (B) the Settlement was negotiated at arm's length among competent, able counsel with the assistance of a qualified

mediator Lance Harke, (C) the Settlement relief is adequate, and (D) the Settlement treats Settlement Class Members equitably relative to each other. The Settlement was made based on a record that is sufficiently developed and complete to have enabled the Parties to adequately evaluate and consider their positions.

5. In finding the Settlement fair, reasonable, and adequate, the Court has also considered that there were no objections to the Settlement, and no opt-outs, indicating an overwhelming positive reaction from the Settlement Class, and the opinion of competent counsel concerning such matters.
6. Since there were no opt-outs, the Settlement will be binding upon all Releasors contained in the Settlement Agreement.
7. Based on the information presented to the Court, the Claim process has proceeded as ordered and consistent with the Settlement Agreement and Preliminary Approval Order. All Valid Claims shall be paid pursuant to the Settlement's terms. Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement Agreement and Releases therein.
8. The Settlement Distribution plan for Settlement Class Members proposed by the Parties in the Settlement Agreement is fair, reasonable, and adequate.
9. The Class Representatives and Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of Settlement Class Members in connection with the Settlement.
10. Because the Court grants Final Approval of the Settlement set forth in the

Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement Agreement.

11. All Parties to this Action, and all Settlement Class Members, are bound by the Settlement as set forth in the Settlement Agreement and this Order.

12. The appointment of Plaintiffs as the Class Representatives is affirmed.

13. The appointment of Brian W. Warwick and Janett R. Varnell of Varnell & Warwick P.A., and Geoffrey S. Stahl and Steven G. Calamusa of Gordon & Partners, P.A. as Class Counsel is affirmed.

14. The Court affirms the findings that the Settlement Classes meet the relevant requirements of Fed. R. Civ. P. 23(a) and (b)(3) for purposes of the Settlement in that: (1) the number of Settlement Class Members is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the Settlement Class Members; (3) the claims of the Class Representatives are typical of the claims of the Settlement Class Members; (4) the Class Representatives are adequate representatives for the Settlement Class, and have retained experienced counsel to represent them; (5) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; and (6) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy (DE [263] at Section II). Further, the Court concludes the Settlement Classes are ascertainable, based on their objective criteria.

15. Therefore, the Court finally certifies the following Settlement Class:

Any U.S. Renter who rented a vehicle from Sixt at a Sixt Corporate Location in the U.S. on or before June 30, 2019 and was first sent a Damage Claim on or after January 1, 2014 in connection with that Rental.

16. Excluded from the Settlement Class are all persons who are employees, directors, officers, agents of Sixt or its subsidiaries and affiliated companies, the Court, the Court's immediate family, and the Court's staff.

17. Judgment shall be, and hereby is, entered dismissing the Litigation with prejudice, on the merits, and without taxation of costs in favor of or against any Party. As of the Effective Date, and in exchange for the relief described in the Settlement Agreement, the Releasers hereby fully and irrevocably release and forever discharge the Releasees from any and all known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal or statutory or equitable claims, actions, causes of action, counterclaims, demands, actions, suits, allegations of wrongdoing, liabilities, rights, demands, suits, debts, liens, contracts, agreements, or offsets against Releasees of whatever kind or nature, whether ex contractu or ex delicto, statutory, common-law, legal or equitable, including any claims for compensatory damages, punitive damages, exemplary damages, statutory damages, or other damages, prejudgment or post-judgment interest, attorneys' fees, costs, expenses, losses, declaratory relief, injunctive relief, or other equitable relief, or any other form of relief arising from, based upon, or relating to any Damage Claim, the Litigation or the conduct, omissions, duties, or matters *that were or could have been claimed, raised, brought, or alleged in the Litigation*.

18. In consideration for the Settlement and the consideration set forth herein,

Plaintiffs and the Settlement Class Members acknowledge that the release herein includes potential claims and costs that may not be known or suspected to exist, and that Plaintiff and the Settlement Class Members hereby agree that all rights under California Civil Code § 1542, and any similar law of any state or territory of the United States, are expressly and affirmatively waived. California Civil Code § 1542 states as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

19. The Court hereby decrees that neither the Settlement, nor this Order, nor the fact of the Settlement, is an admission or concession by Defendant or the Released Parties of any fault, wrongdoing, or liability whatsoever, or as an admission of the appropriateness of class certification for trial or dispositive motion practice. This Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Litigation. Nothing relating to the Settlement shall be offered or received in evidence as an admission, concession, presumption, or inference against Defendant or the Released Parties in any proceeding, other than such proceedings as may be necessary to consummate or enforce the Settlement Agreement or to support a defense 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 or similar defense.

20. Pursuant to Fed. R. Civ. P. 23(h), Class Counsel is awarded an Attorneys' Fees

and Costs Payment of \$1,601,000.00, the attorneys' fee portion of which is \$1,400,000.00 (representing at most **14.8%** of the total Settlement benefits)² and litigation costs totaling \$201,000.00.³ Such amount shall be paid separately by Defendant to Class Counsel in accordance with the terms of the Settlement Agreement. The Court evaluated Class Counsel's request using a constructive common fund analysis applying Eleventh Circuit precedent, *In re Home Depot, Inc., Customer Data Sec. Breach Litig.*, 931 F.3d 1065, 1080 (11th Cir. 2019), and concludes that the amount is within the range of reason under the factors listed in *Camden I Condo. Ass'n. v. Dunkle*, 946 F.2d 768 (11th Cir. 1991).

21. The Court also finds Plaintiffs' request for a Service Award is well within the appropriate range. The Plaintiffs put in substantial time representing the class, including preparing extensive discovery responses, depositions, participating in negotiations, and regular meetings and phone conferences with Class Counsel. The Plaintiffs accepted these burdens to seek justice for others harmed by Damage Claims. They played a vital role in forcing an impressive Settlement Agreement. Accordingly, this Court finds, as reasonable, a Service Award for the Named Plaintiffs in the amount of \$10,000.00 each. The awards in no way represent a salary; rather they compensate Named Plaintiffs for the time and burden invested in pursuing this case over six years and multiple

² "In this Circuit, courts typically award between 20–30%, known as the benchmark range." *In re Home Depot Inc.*, 931 F.3d 1065, 1076 (11th Cir. 2019).

³ This number is "approximate" because Class Counsel's Attorneys' Fees and Expenses, the Service Awards, and the Settlement Administration Costs are to be paid from the Combined Award of \$1,601,000.00. Class Counsel received estimates of \$201,000.00 for the Notice costs and Settlement Administration. If the final cost amount proves too low, class counsel is required to pay the difference

appeals. See *Junior v. Infinity Ins. Co.*, Case No. 6:18-cv-1598-WWB-EJK (DE [79], at 3) (M.D. Fla. 2023) (“*Johnson I* examined federal common law, based on a federal cause of action, to arrive at its decision. There is nothing in *Johnson I* to suggest that it is applicable to cases arising under state law.”); *Venerus v. Avis Budget Car Rental, LLC*, 674 F. Supp. 3d 1107, 1110 (M.D. Fla. 2023).

22. The Court also approves Defendant’s separate payment of Settlement Administration Costs as noted in the Settlement Agreement and herein.

23. Plaintiffs and all Settlement Class Members, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

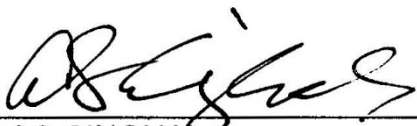
24. The Court hereby retains and reserves jurisdiction over: (1) implementation of this Settlement and any distributions to the Settlement Class Members; (2) the Litigation, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Settlement Agreement, including the exhibits appended thereto; and (3) all Parties, for the purpose of enforcing and administering the Settlement.

25. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement, and this Order shall be vacated. In such event, all orders entered and releases delivered in connection with the Settlement

shall be null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding. The Litigation shall return to its status immediately prior to execution of the Settlement Agreement.

26. Pursuant to Fed. R. Civ. P. 58(a), this Court will enter a Final Judgment dismissing the Action with prejudice by separate order.

DONE AND ORDERED in Chambers, Fort Lauderdale, Florida this 15th day of July 2025.



RAAG SINGHAL
UNITED STATES DISTRICT JUDGE

Copies furnished counsel via CM/ECF