

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
Case No. 19-62408-CIV-SINGHAL/VALLE

PHILIPPE CALDERON *et al.*,

Plaintiffs,

v.

SIXT RENT A CAR, LLC

Defendant.

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**ORDER**

WHEREAS, **THIS CAUSE** is before the Court upon the Unopposed Amended Motion for Preliminary Approval of Class Action Settlement and Approval of Proposed Notice Plan (“Motion”) (DE [260]) filed by Plaintiffs Philippe Calderon, Ancizar Marin, and Kelli Borel Riedmiller (“Plaintiffs” or “Named Plaintiffs”), requesting an order preliminarily approving the proposed Class Action Settlement (“Settlement Agreement”) between Plaintiffs and Defendant Sixt Rent A Car, LLC (“Sixt”), approving the form and method of providing notice to the Settlement Class of the proposed Settlement Agreement (“Notice Plan”), and setting a date for the final approval and fairness hearing on the proposed Settlement; and, the Court having conducted a hearing on February 25, 2025 to address any issues regarding the proposed class action settlement and proposed notice plan;

WHEREAS, the Court has reviewed the Settlement Agreement, the proposed Notices, proposed Claim Forms, and all other materials filed in connection herewith;

WHEREAS, to settle all claims in this Action, the Settlement Agreement provides that Sixt shall pay to Settlement Class Members, on a claims-made basis, refunds of 70%

of the approximately \$4.1 Million it collected for disputed Damage Charges at issue in this case (a total value of approximately \$2.87 Million), shall cease any efforts to collect any disputed Damage Charges allegedly owed by the Settlement Class Members (a total value of approximately \$6.6 Million), and shall send a letter to credit reporting agencies requesting that they completely and totally remove any and all adverse credit reports from the credit report(s) of Settlement Class Members who submit a claim indicating that an account associated with a Damage Claim appears on one or more of their credit reports (an added benefit of the Settlement Agreement);

WHEREAS, the Settlement appears to be the product of informed, arms-length settlement negotiations between Class Counsel and Sixt over a period of years and that was reached after multiple mediations, including most recently through an in-person mediation with the assistance of Mediator Lance Harke;

WHEREAS, the Court is familiar with and has reviewed the record, the Settlement Agreement, the Unopposed Amended Motion for Preliminary Approval of Class Action Settlement and Approval of Proposed Notice Plan, the Notices, the Claim Forms, and the supporting declarations, and has found good cause for entering this Order; 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 Memorandum of Law in Support of Proposed Class Representatives' Unopposed Motion for Preliminary Approval of Class Action Settlement and Approval of Proposed Notice Plan (DE [259]) is **DENIED as MOOT**

and the Unopposed Amended Motion for Preliminary Approval of Class Action Settlement and Approval of Proposed Notice Plan (DE [260]) is **GRANTED** as follows:

**I. The Settlement Classes and Class Counsel**

1. The Court finds upon preliminary evaluation that it will likely be able to approve the proposed Settlement as fair, reasonable and adequate. The Court finds that giving notice of the Settlement is justified pursuant to Federal Rule of Civil Procedure 23(e)(1). The Court hereby preliminarily certifies the following Settlement Class for purposes of judgment on the Settlement:

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.

Excluded from the stipulated Settlement Class are: (1) any individual who, at the time of their rental, was a director, officer, manager, employee, agent, attorney, independent contractor of Sixt or of any parent, member, subsidiary, affiliate, or related entity of Sixt (including its predecessors, heirs, estates, successors, assigns, and legal representatives); (2) any parent, member, subsidiary, affiliate, or related entity of Sixt; (3) any Judge and members of their staff to whom the Litigation is assigned; and (4) any Settlement Class Member who opts-out of the settlement.

2. The Court preliminarily finds for settlement purposes that the proposed Settlement Class satisfies all of the requirements of Rule 23(a) and Rule 23(b)(3). Specifically, the Court finds, for settlement purposes only and conditioned on final certification of the proposed Settlement Class and on the entry of the Final Approval

Order, that the Settlement Class satisfies the following factors of Federal Rule of Civil Procedure 23:

A. **Numerosity**: In the Litigation, there are thousands of members in the Settlement Class. The proposed Settlement Class is so numerous that joinder of all members is impracticable.

B. **Commonality**: “[C]ommonality requires the plaintiff to demonstrate that the class members ‘have suffered the same injury,’” and the plaintiff’s common contention “must be of such a nature that it is capable of classwide resolution – which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke. *Wal-Mart Stores, Inc. v. Dukes*, 131 S. Ct. 2541, 2551 (2011) (citation omitted). Here, the commonality requirement is satisfied. Multiple questions of law and fact centering on Sixt’s alleged class-wide practices are common to the Plaintiffs and the Settlement Class, are alleged to have injured all members of the Settlement Class in the same way, and would generate common answers central to the viability of the claims were this case to proceed to trial.

C. **Typicality**: The Plaintiffs’ claims are typical of the Settlement Class because they concern the same alleged Sixt practices, arise from the same legal theories, and allege the same types of harm and entitlement to relief. Rule 23(a)(3) is therefore satisfied. See *Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir. 1984) (typicality satisfied where claims “arise from the same event or pattern or practice and are based on the same legal theory”); *Murray v. Auslander*, 244 F.3d 807, 811 (11th Cir. 2001) (named plaintiffs are typical of the

class where they “possess the same interest and suffer the same injury as the class members”).

D. **Adequacy**: Adequacy under Rule 23(a)(4) relates to: (1) whether the proposed class representatives have interests antagonistic to the class; and (2) whether the proposed class counsel has the competence to undertake the litigation at issue. *Fabricant v. Sears Roebuck*, 202 F.R.D. 310, 314 (S.D. Fla. 2001). Here, Rule 23(a)(4) is satisfied because there are no conflicts of interest between Plaintiffs and the Settlement Class, and Plaintiffs have retained competent counsel to represent them and the Settlement Class. Class Counsel regularly engage in consumer class litigation, complex litigation, and other litigation similar to this Litigation, and have dedicated substantial resources to the prosecution of the Litigation. Moreover, Plaintiffs and Class Counsel have vigorously and competently represented the Settlement Classes in the Litigation. See *Lyons v. Georgia-Pacific Corp. Salaried Employees Rel. Plan*, 221 F.3d 1235, 1253 (11th Cir. 2000) (“Indifference as well as antagonism can undermine the adequacy of representation.”).

E. **Predominance and Superiority**: Rule 23(b)(3) is satisfied because the common legal and alleged factual issues here predominate over individualized issues, and resolution of the common issues for the members of the Settlement Class in a single, coordinated proceeding is superior to thousands of individual lawsuits addressing the same legal and factual issues. With respect to predominance, Rule 23(b)(3) requires that “[c]ommon issues of fact and law . . . ‘ha[ve] a direct impact on every class member’s effort to establish liability’ *that is*

*more substantial than the impact of individualized issues* in resolving the claim or claims of each class member.” *Sacred Heart Health Sys., Inc. v. Humana Military Healthcare Servs., Inc.*, 601 F.3d 1159, 1170 (11th Cir. 2010) (quoting *Vega v. T-Mobile USA Inc.*, 564 F.3d 1256, 1270 (11th Cir. 2009)). Here, common questions present a significant aspect of the case and can be resolved for all members of the Settlement Classes in a single adjudication. In a liability determination, those common issues would predominate over any issues that are unique to individual members of the Settlement Classes. Moreover, each member of the Settlement Class has claims that arise from the same event as well as the same legal theories.

3. The Court designates Plaintiffs Philippe Calderon, Ancizar Marin, and Kelli Borel Riedmiller as representatives of the proposed Settlement Class.

4. The following attorneys are designated as Class Counsel for the proposed Settlement Class pursuant to Rule 23(g): Brian W. Warwick and Janet R. Varnell of Varnell & Warwick, P.A.; and Steven G. Calamusa and Geoff S. Stahl of Gordon & Partners, P.A. The Court finds that these attorneys are experienced and will adequately protect the interests of the proposed Settlement Class.

## **II. Preliminary Approval of the Settlement and Settlement Administrator**

5. The Court preliminarily finds that the Settlement Agreement is the product of non-collusive, arm’s-length negotiations between experienced class action attorneys who were well-informed of the strengths and weaknesses of the Litigation, which involved extensive discovery, motions, and multiple appeals, and whose settlement negotiations were facilitated by an experienced and highly accomplished mediator, Lance Harke, who

specializes in class action litigation. The Court finds that the proposed Settlement would confer substantial benefits upon the Settlement Classes and avoids the time, expense, uncertainty, delays, and other risks associated with continued litigation, trial and/or appeal concerning the claims at issue. Additionally, the Court finds that proposed Settlement falls within the range of possible recovery, compares favorably with the potential recovery when balanced against the risks of continued prosecution of the claims in the Litigation, and does not grant preferential treatment to Plaintiffs, their counsel, or any subgroup of the Settlement Classes.

6. The Court preliminarily approves the Settlement Agreement as fair, reasonable, and adequate and in the best interest of the Named Plaintiffs as well as the other Settlement Class Members. This preliminary approval is subject to further review at the Final Approval Hearing to be conducted as described below.

7. The Court appoints American Legal Claim Services, LLC to serve as Claims Administrator, carry out the Notice Plan (described below), effect payment to eligible Settlement Class Members, and perform all other administrative tasks identified in the Settlement Agreement. The funds to be used for payment of Settlement Distributions to Settlement Class Members who submit valid Claims shall be paid to and managed by the Settlement Administrator as set forth in the Settlement Agreement. All funds held by the Settlement Administrator shall be deemed and considered to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as those funds are distributed in accordance with the Settlement Agreement.

### **III. Form of Notice and Notice Plan**

8. The Court approves the Notices substantially in the forms proposed by Plaintiffs. The proposed notice plan, which provides for direct notice via mailing the Shortform Notice (Exhibit 3 to the Motion) to the addresses provided by Settlement Class Members to Sixt at the time of their rentals (as updated by the Settlement Administrator through checking those addresses against the National Change of Address database), and for posting the Longform Notice (Exhibit 5 to the Motion) on the Settlement Website (the "Notice Plan") will provide the best notice practicable under the circumstances. The Notices and the Notice Plan are reasonably calculated, under the circumstances, to apprise Settlement Class Members of, *inter alia*: the pendency of the Litigation; the terms, benefits, and effect of the proposed Settlement (including on the Released Claims); the anticipated Motion for Class Counsel's Fees and Expenses Award and Service Awards; their rights to participate in, opt-out of, or object to any aspect of the proposed Settlement; and the time, place, and purpose of the Final Approval Hearing. The Notices and the Notice Plan constitute due, adequate and sufficient notice to Settlement Class Members and satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process and all other applicable laws and rules. The date and time of the Final Approval Hearing shall be included in the Notices before dissemination. Non-material modifications to the Notices may be made without further order of the Court.

9. The Court approves the Prefilled Claim Form and the Blank Claim Form substantially in the manner proposed by Plaintiffs (Exhibits 4 and 6 to the Motion). Non-material modifications to the Claim Forms may be made without further order of the Court.

10. Within forty-five (45) days of the latter of the date of this order or delivery of the Class List to the Settlement Administrator, the Settlement Administrator shall cause a



Shortform Notice and a Prefilled Claim Form to be sent by first class mail, postage prepaid, to each person on the Class List. A National Change of Address update shall be performed before mailing. If a Notice mailed to a Settlement Class Member is returned undelivered and a forwarding address is provided, the Settlement Administrator will re-send the Notice and Prefilled Claim Form via mail to that Settlement Class Member one additional time at the new address.

11. Also within forty-five (45) days of the latter of the date of this order or delivery of the Class List to the Settlement Administrator (the "Notice Date"), the Settlement Administrator shall cause to be established and maintain the Settlement Website, using a URL agreed to by both Sixt and Class Counsel, on which will be posted the Notices and the Claim Forms. The Settlement Website shall provide for the online submission of electronic versions of the Prefilled and Blank Claim Forms as well as any Proof of Expense, and will provide a means for requesting email communications between the Settlement Administrator and Settlement Class Members, if desired. The Settlement Administrator shall also cause the Settlement Agreement, Unopposed Amended Motion for Preliminary Approval of Class Action Settlement and Approval of Proposed Notice Plan and supporting documents, as well as all other documents ultimately filed in support of Final Approval, to be posted on the Settlement Website.

12. Within ten (10) days of this Order, and provided that Class Counsel has provided to Sixt the requisite documentation, Sixt shall remit to Class Counsel, the Initial Combined Award Payment of one hundred thousand dollars (\$100,000.00) of the Combined Award (the "Initial Combined Award Payment"), which shall be used by Class Counsel to pay Settlement Administration Costs as set forth in the Settlement Agreement.

13. The Settlement Administrator will require Settlement Class Members to timely submit Claim Forms, as required by the terms of the Settlement Agreement, in order to verify the status of the individuals who submitted Claim Forms as a Settlement Class Member and determine their eligibility for any benefits under the Settlement, in addition to any other purposes consistent with the Settlement Administrator's responsibilities under the Settlement Agreement.

14. The dates set forth in this Order may be extended by Order of the Court, for good cause shown, without further notice to the Settlement Class Members.

#### **IV. Final Approval Hearing**

15. A draft Final Order and Judgment shall be agreed to by the parties and submitted to the Court along with a Motion for Final Approval. Plaintiffs shall file the Motion for Final Approval within sixty (60) days after the Notice Date.

16. The Final Approval Hearing (a.k.a. "fairness hearing") shall be held before the Court on **July 15, 2025 at 2:00 P.M.**<sup>1</sup> via Zoom to determine whether, *inter alia*: (a) the proposed Settlement Class should be certified for settlement purposes under Rule 23; (b) the Settlement should be approved as fair, reasonable and adequate; (c) full effect should be given to the releases contained in the Settlement Agreement and those provisions finally approved as contained therein; (d) this matter should be dismissed with prejudice; (e) the Motion for Class Counsel's Fees and Expenses and Service Awards should be approved; and (f) any other matters the Court deems necessary and appropriate.

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<sup>1</sup> The Zoom meeting information will be released closer to this date.

17. Any Settlement Class Member who has not timely and properly excluded themselves from the Settlement Classes in the manner described below may appear at the Final Approval Hearing in person or through counsel and be heard, as allowed by the Court, regarding the proposed Settlement. No Settlement Class Member who has excluded themselves from the Settlement Classes shall be entitled to object or otherwise appear at the Final Approval Hearing. No Settlement Class Member shall be heard in opposition to the Settlement unless the Settlement Class Member complies with the requirements of this Order concerning objections that are described below.

18. The Motion for Class Counsel's Fees and Expenses and Service Awards shall be filed no later than 45 days before the Final Approval Hearing.

19. If it has not done so already, the Settlement Administrator shall cause the CAFA Notice required by 28 U.S.C. § 1715(b) to be prepared and sent to the appropriate officials within ten (10) days after the date of this Order.

#### **V. Objections and Appearances at the Final Approval Hearing**

20. Any Settlement Class Member may appear at the Final Approval Hearing and show cause why the proposed Settlement should or should not be approved as fair, reasonable, and adequate, or why judgment should or should not be entered, or to comment on or oppose the Motion for Class Counsel's Fees and Expenses and Service Awards. No person shall be heard or entitled to contest the approval of the Settlement or, if approved, the judgment to be entered approving the Settlement, Motion for Class Counsel's Fees and Expenses and Service Awards, unless that person filed an objection with the Clerk of the United States District Court for the Southern District of Florida

electronically, in person, or by first-class mail postmarked within forty-five (45) of the Notice Date (the “Objection and Opt-Out Deadline”). Absent leave of this Court, objections shall not exceed 20, double-spaced pages in length.

21. For an objection to be considered by the Court, the objection must:
  - a. State the name of the Litigation;
  - b. Set forth the objector’s full name, current address, and telephone number;
  - c. Identify the date and location of rental for the objector’s Sixt car rental;
  - d. State that the objector has reviewed the Settlement Class definition and understands that he/she is a Settlement Class Member;
  - e. State the Settlement Class Member’s objection(s), include a statement as to whether it applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class, and also state with specificity the grounds for the objection, including any evidence and legal authority the Settlement Class Member wishes to bring to the Court’s attention;
  - f. Provide copies of any documents the objector wants the Court to consider;
  - g. Identify the objector’s counsel, if any, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
  - h. Specify any and all agreements that relate to the objection or the process of objecting – whether written or oral – between objector or objector’s counsel and any other person or entity;
  - i. State whether the objector intends to appear at the Final Approval Hearing;

- j. Identify all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
- k. Provide a list of all persons who will testify at the Final Approval Hearing in support of the objection; and
- l. Signed by the objector (an attorney's signature, alone, is insufficient).

22. In addition, any Settlement Class Member objecting to the settlement shall file a sworn declaration listing all other objections submitted by the objector or the objector's counsel to any class action settlements submitted in any court in the United States in the previous five (5) years, providing the caption for each case as well as any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case. If the Settlement Class Member or his, her, or its counsel has not objected to any other class action settlement in the United States in the previous five years, he, she, or it shall affirmatively so state in the objection.

23. Any objection must be filed with the Court if the objector is represented by counsel, or if not represented by counsel, must be sent to the Settlement Administrator via first-class mail, postage prepaid, and must also be served by first-class mail, postage prepaid, upon both of the following:

Sixt's Counsel at:

Patrick M. Emery  
Lavender Hoffman Emery, LLC  
750 Hammond Drive  
Building 2, Suite, 200  
Atlanta, GA 30328

Irene Oria Pierson  
Ferdinand LLP  
333 SE 2nd Ave., Suite 2000  
Miami, FL 33131

Class Counsel at:

Brian W. Warwick  
VARNELL & WARWICK, P.A.  
400 N. Ashley Drive, Suite 1900  
Tampa, FL 33602

Geoff S. Stahl  
GORDON & PARTNERS, P.A.  
4114 Northlake Boulevard  
Palm Beach Gardens, FL 33410

24. Subject to approval by the Court, any objecting Settlement Class Member may appear, in person or by counsel, at the Final Approval Hearing to argue why the proposed settlement should not be approved as fair, reasonable, and adequate, or to object to any petitions for Class Counsel's Fees and Expenses Award and/or Services Awards. Any such objecting Settlement Class Member—if they intend to appear at the hearing, with or without counsel—must file with the Clerk of the Court and serve upon all counsel designated in the Notice a notice of intention to appear at the Final Approval Hearing by the objection deadline. The notice of intention to appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member (or the objecting Settlement Class Member's counsel) will present to the Court in connection with the Final Approval Hearing. Counsel for any objector must enter a Notice of Appearance no later than 14 (fourteen) days before the Final Approval Hearing. Any Settlement Class Member who does not provide a notice of intention to appear in accordance with the deadlines and other specifications set forth in the Notice, will be deemed to have waived any right to appear in person or by counsel at the Final Approval Hearing.

25. Attendance at the Final Approval Hearing by Settlement Class Members or their separate counsel is not necessary, but persons wishing to be heard orally in connection with the approval of the Settlement and/or the Motion for Class Counsel's

Fees and Expenses and Service Awards indicate in their written objection their intention to appear at the hearing.

26. No discovery with regard to the Settlement Agreement or its implementation shall be permitted by any prospective Settlement Class Member or any other Person, other than as may be directed by the Court upon a proper showing seeking permission to conduct such discovery by motion filed with the Court, noticed, and served in accordance with applicable rules and procedures.

27. The submission of an objection allows Class Counsel and/or Sixt's Counsel to take the deposition of the objecting Settlement Class Member pursuant to the Federal Rules of Civil Procedure at an agreed-upon time and location, and to obtain any evidence relevant to the objection. Failure by an objector to make himself or herself available for a deposition or comply with expedited discovery requests may result in the Court striking the objection. The Court may tax the costs of any such discovery to the objector or the objector's counsel if the Court determines that the objection is frivolous or is made for an improper purpose.

Any Settlement Class Member who fails to comply with the provisions in this Order will waive and forfeit any and all rights they may have to object to the Settlement, may have their objection stricken from the record and may lose their rights to appeal from approval of the Settlement. Any such Settlement Class Member shall also be bound by all the terms of the Settlement Agreement, this Order and by all proceedings, orders and judgments, including, but not limited to, the releases in the Settlement Agreement if Final Order and Judgment is entered.

## **VI. Exclusions from the Settlement Class**

29. Settlement Class Members may exclude themselves from the settlement (*i.e.*, “Opt Out”), relinquishing their rights to any benefits under the Settlement Agreement. A Settlement Class Member wishing to exclude himself, herself or itself must send the Settlement Administrator a letter within forty-five (45) days after the Notice Date containing: (1) the Settlement Class Member’s name, current address, and telephone number; and (2) a clear statement communicating that he, she, or it elects to be excluded from the Settlement Class. So-called “mass” or “class” exclusion requests or objections shall not be permitted. Any request for exclusion must be filed electronically via the Settlement Website by or before 11:59 PM on the deadline provided in the Notice or mailed with a postmark on or before the deadline provided in the Notice in order to qualify as an Opt Out.

30. Settlement Class Members who fail to submit a valid and timely request for exclusion shall be bound by the Settlement Agreement. If a Final Order and Judgment is entered, any Settlement Class Member who has not submitted a timely, valid written notice of exclusion from the Settlement Classes shall be bound by all subsequent proceedings, orders and judgments in this matter, including but not limited to the releases set forth in the Settlement Agreement and Final Order and Judgment.

31. Any Settlement Class Member who timely submits a request for exclusion has no standing to object to the settlement and shall be deemed to have waived any rights or benefits under the Settlement Agreement. If a Settlement Class Member files a Claim Form and also requests exclusion from the settlement, then the Settlement Class Member will remain in the Settlement Class and the request for exclusion will be deemed void.



32. Not later than fourteen (14) days after the deadline for submission of requests for exclusion, the Settlement Administrator shall provide Class Counsel and Sixt's Counsel, for submission to the Court, a list identifying each Settlement Class Member who submitted an exclusion request (the "Opt-Out List") together with copies of the exclusion requests, and a declaration attesting to the completeness and accuracy thereof. Any Settlement Class Members who submit valid and timely notices of exclusion from the Settlement Classes shall not be entitled to receive any benefits of the Settlement.

### **VII. Claims Process**

33. The Settlement Agreement establishes a process for claiming benefits under the Settlement. To receive a Settlement Distribution and/or credit reporting relief, Settlement Class Members must submit completed Claims to the Settlement Administrator by no later than thirty (30) days after the entry of the Final Order and Judgment.

### **VIII. Termination of the Settlement and Use of this Order**

34. This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their respective positions existing before this Court entered this Order, if the Settlement is not finally approved by the Court or is terminated in accordance with the terms of the Settlement Agreement.

35. In that event, the Settlement and Settlement Agreement, and all rights and obligations thereunder, including any releases, shall become null and void and be of no further force and effect, and the Settlement Agreement, the Motion, and the Court's

orders, including this Order, relating to the Settlement shall not be used, referred to, or relied upon for any purpose whatsoever by any person or entity.

36. This Order shall be of no force or effect if a Final Order and Judgment is not entered or there is no Effective Date under the terms of the Settlement Agreement.

37. This Order shall not be construed as an admission or concession of the truth of any of the allegations in the Litigation, or of any liability, fault, or wrongdoing of any kind by any Party.

38. This Order shall not be construed or used as an admission, concession or declaration by or against any Named Plaintiff or any other Settlement Class Member that its claims lack merit or that the relief requested is inappropriate, improper or unavailable.

39. This Order shall not constitute a waiver by any Party of any defense or claims it may have in this Litigation or in any other lawsuit.

40. No Party or counsel to a Party in this Action shall have any liability to any Settlement Class Member (or their independently retained counsel) for any action taken substantially in accordance with the terms of this Order.

#### **IX. Reservation of Jurisdiction**

41. The Court retains exclusive jurisdiction over the Litigation to consider all further matters arising out of or connected with the Settlement.

42. The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class Members. If

the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website by the Settlement Administrator.

### **X. Deadlines**

43. The Settlement Agreement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Order include, but are not limited to, the following:

<b>Event</b>	<b>Deadline</b>
CAFA Notice	<b>03/7/2025</b> ; 10 days after entry of this Order, if not already done
Initial Combined Award Payment Due to Class Counsel to be used to pay for Settlement Administration Costs	<b>03/7/2025</b> ; 10 days after entry of this Order
Deadline for Settlement Administrator to mail direct notice to the Settlement Class ("Notice Date")	<b>04/11/2025</b> ; 45 days after entry of this Order
Settlement Administrator to post the Notice to the Settlement Website	<b>04/11/2025</b> ; 45 days after entry of this Order
Plaintiffs to file Motion for Class Counsel's Fees and Expenses and Service Awards	<b>04/11/2025</b> ; 45 days after entry of this Order
Objection deadline	<b>4/21/2025</b> ; 45 days after Notice Date
Opt Out Deadline	<b>4/21/2025</b> ; 45 days after Notice Date
Deadline to file Motion for Final Approval	<b>05/6/2025</b> ; 60 days after Notice Date
Settlement Administrator's Declaration concerning Notices and Opt Outs due to Parties' Counsel	<b>06/27/2025</b> ; 18 days before Final Approval Hearing
Plaintiffs to file Settlement Administrator's Declaration concerning Notices and Opt Outs	<b>07/1/2025</b> ; 14 days before Final Approval Hearing
<b>Final Approval Hearing</b>	<b>07/15/2025</b> ; 140 days after Notice Date


Deadline to submit Claim Forms and termination of Claims Period	30 days after Final Order and Judgment
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44. All other deadlines set forth in the Settlement Agreement shall be adhered to by the Parties and the Settlement Administrator absent further order of the Court.

45. The Court stays all proceedings in this Action until further Order of the Court pending Final Approval of the Settlement, except that the Parties may conduct such limited proceedings as may be necessary to implement or effectuate the Settlement Agreement. Accordingly, it is hereby

**ORDERED AND ADJUDGED** that the Memorandum of Law in Support of Proposed Class Representatives' Unopposed Motion for Preliminary Approval of Class Action Settlement and Approval of Proposed Notice Plan (DE [259]) is **DENIED as MOOT** and the Unopposed Amended Motion for Preliminary Approval of Class Action Settlement and Approval of Proposed Notice Plan (DE [260]) is **GRANTED**.

**DONE AND ORDERED** in Chambers, Fort Lauderdale, Florida, this 26th day of February 2025.

  
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RAAG SINGHAL  
UNITED STATES DISTRICT JUDGE

Copies furnished counsel via CM/ECF