

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL
CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO: 2017-008285-CA-01

SECTION: CA44

JUDGE: Alan Fine

George Suarez et al

Plaintiff(s)

vs.

City of Opa-Locka Florida

Defendant(s)

_____ /

FINAL ORDER APPROVING CLASS SETTLEMENT

This matter came before the Court on the Plaintiffs' Counsel's Verified Motion for Final Class Settlement Approval, Approval of Attorney's Fees, Reimbursement of Costs, and Service Awards for Class Representatives (filed March 21, 2022), at hearings held on March 24, 2022 (Zoom), May 5, 2022 (Zoom), and June 15, 2022 (in-Courtroom evidentiary hearing and partial Zoom attendance). The Court considered the written submissions of the parties, the Opt-Out requests, and the March 20, 2022 objection filed by Alermar II. The Court considered the argument of the parties, the objector, and Class Opt-Out requestors. The Court considered the sworn testimony of Ronald Gagnet, C.P.A. at the June 15, 2022 hearing. Upon due consideration, the Court finds that Final Approval is consistent with the interests of justice and fairness and is supported by the record evidence. Accordingly, the Court GRANTS the Motion and approves the Class Settlement as stated in open court on June 15, 2022.

I. Final Approval of the Settlement.

1. This Court has jurisdiction over this action.
2. Named Plaintiffs George Suarez, Tania Suarez; Roscoe, Pendleton, Adel Raad, Steven Barrett, Natasha Ervin, Taxes By Natasha Ervin, and Alfonso J. Ervin, III ("Class

Representatives”) have standing under Florida law.

3. The Court considered and overruled the objections to the Class Settlement, finding them to be inadequate in fact and law.
4. The settlement memorialized in the Settlement Agreement is fair, reasonable, adequate, and supported by substantial evidence. Final approval of the Settlement Agreement is GRANTED.
5. The Court approves the notice, claims process, and distribution methodology set out in the Settlement Agreement as fair, reasonable, supported by record evidence, and adequate.
6. The Claims Administrator is authorized to distribute the Settlement Payments to authorized claimants in accordance with the terms of the Settlement Agreement. The Claims Administrator’s fees and costs, which shall not exceed \$50,000.00 absent further Court approval, are to be paid from the Settlement Account.

II. Final Certification of the Rule 1.220 Settlement Class.

7. The Settlement Class is defined as follows:

All City of Opa-Locka water utility customers, commencing as of the period of the applicable statutes of limitations, who paid or were charged for water utility services in excess of the amounts they were liable to pay as calculated based on reasonable rates and functioning and accurate water meters and readings.

III. Notice and Objections.

8. The Court finds that the Class Notice and methodology contained in the Settlement Agreement, the Preliminary Approval Order, the documents provided on the class website (www.opalockawatersettlement.com), and this Final Order (i) constitute the most effective and practicable notice to the members of the class of the relief available to Settlement Class Members and the applicable time periods; (ii) constitute due, adequate, and sufficient notice for all purposes to all Settlement Class Members; and (iii) comply fully with the

requirements of the Florida Rules of Civil Procedure, the United States Constitution, and the Rules of this Court.

9. The Court considered all objections to the Settlement Agreement and found the entirety of the objections to be inadequate as a matter of fact and law. All Class Members had equal and sufficient notice of their right to opt-out of the Class. The Court finds in fact and law that the identity and number of opt-outs known at the time of the settlement discussions were significant factors in the parties' Settlement Agreement as evidenced by the express provision requiring disclosure of the Opt-Outs. The Settlement Agreement is fair, reasonable, adequate, and supported by the evidence – especially given that the Class Members who are also taxpayers and water customers are ultimately funding this settlement. The terms and provisions of the Settlement Agreement have been entered into in good faith and are fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, each of the Parties and the Settlement Class Members.

10. The Court will separately resolve and adjudicate the two pending opt-out requests that were not timely submitted.

11. The Claims Administrator in this matter is

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The Claims Administrator is authorized to begin and shall follow the claims process set forth in Section IX of the Settlement Agreement.

12. The Claims Administrator shall establish and maintain a settlement account dedicated to the claims in this matter ("Settlement Account") from which shall be paid all cash distributions and fees and costs approved by the Court.
13. The Parties are hereby directed to implement and consummate the Settlement Agreement according to its terms and provisions.
14. The Court awards Class Counsel Attorneys' Fees and Expenses in the amount of \$450,000.00 (a discounted contingency percentage of 15%) plus costs in the amount of \$131,477.32, payable to Class Counsel from the Settlement Account, without the need for further approval by this Court. The Court also awards an incentive fee award in the amount of \$3,000.00 to each Class Representative payable from the Settlement Account.
15. Any unclaimed settlement funds shall revert to the Defendant within a reasonable period after the claims payment process is concluded.
16. The terms of the Settlement Agreement and of this Order Granting Final Approval of Class Action Settlement shall be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits respecting all existing and potential Class Members who have not been granted opt-out status, and all other Settlement Class Members, as well as their heirs, executors and administrators, successors, and assigns.
17. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out the provisions of the Settlement Agreement and of this Order.
18. This Action, including all individual claims and class claims presented herein, is dismissed with prejudice as to Plaintiffs and all Settlement Class Members, without fees or costs to any party except any fees and costs this Court awards to Class Counsel from the Settlement Fund.

19. The Court maintains jurisdiction over this case only to enforce the terms and conditions of the Settlement Agreement and/or this Order, if needed.

20. This Court further retains jurisdiction to rule on pending opt-out motions.

DONE and **ORDERED** in Chambers at Miami-Dade County, Florida on this 13th day of July, 2022.

2017-008285-CA-01 07-13-2022 5:24 PM


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Hon. Alan Fine

CIRCUIT COURT JUDGE

Electronically Signed

Final Order as to All Parties SRS #: 12 (Other)

THE COURT DISMISSES THIS CASE AGAINST ANY PARTY NOT LISTED IN THIS FINAL ORDER OR PREVIOUS ORDER(S). THIS CASE IS CLOSED AS TO ALL PARTIES.

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