

**IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

CASE NO. CACE07030358 DIVISION 26 JUDGE Patti Englander Henning

Walter Hinton, et al

Plaintiff(s) / Petitioner(s)

v.

Fort Lauderdale City Of

Defendant(s) / Respondent(s)

_____ /

**FINAL ORDER APPROVING CLASS ACTION SETTLEMENT AND CERTIFYING
THE SETTLEMENT CLASS**

Plaintiffs, Walter Hinton, et al. and Ray Adderley, et al., on behalf of themselves, all Individual Plaintiffs, and the putative class, (“Plaintiffs”) and Defendant, the City of Fort Lauderdale (the “City” or “Defendant”), have agreed to settle these cases pursuant to the terms and conditions set forth in an executed Compromise Agreement (“Compromise Agreement” or “Agreement”).

The Parties reached the Settlement through arm’s-length negotiations over more than five months. As set forth in the Compromise Agreement and this Order, Plaintiffs and the Settlement Class fully, finally, and forever resolve, discharge, and release their claims against the City.

On July 13, 2020, this Court granted the Unopposed Motion for Preliminary Approval of the Compromise Agreement and Certification of Settlement Class, and the terms of the Court’s order are incorporated herein. The Court now approves the Plaintiffs’ Unopposed Motion for Final Approval of Compromise Agreement and Certification of Settlement Class hereinafter (“Motion”). The Settlement Class means, collectively the Medical Monitoring Class and a Property Damage Class, as established in the Compromise Agreement, which definition is fully approved herein.

Upon considering the Motion, the Compromise Agreement and all exhibits thereto, the record in these proceedings, the representations and recommendations of counsel, and the requirements of law, the Court finally approves the Compromise Agreement and the provisions therein and finds that: (1) the proposed Settlement Class meets the requirements of Florida Rule of Civil Procedure 1.220 and is hereby certified for settlement purposes; (2) the elements necessary for a Class have been outlined in the Preliminary Hearing and readopted in this hearing as there has been no change; (3) the Settlement is the result of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel, and is not the result of collusion; (4) the Settlement is within the range of reasonableness and is approved; (5) the Notice program has been faithfully executed, satisfies Florida Rule of Civil Procedure 1.220 and constitutional due process requirements, and has been reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, terms of the Compromise Agreement, Class Counsel's application for an award of attorneys' fees and expenses ("Fee Application"), and their rights to opt-out of the Settlement Class or object to the Settlement and/or Class Counsel's Fee Application. Kristen Davis with Signal Interactive Media outlined to the Court the various methods used to contact individual plaintiffs and potential class members together with likely views of the notices, which included newspaper publications in the Sun Sentinel and the South Florida Times, radio ads, Facebook publications, direct mail and the creation of a website. Mr. Matthew Garretson, the proposed Special Master, advised that no one had objected to the settlement and that no one had chosen to opt out. Having reviewed the credentials of Mr. Garretson, the Court finds that he meets the Court's standard as a Special Master in conjunction with this compromise and fully approves him to serve in that capacity and pursuant to the Court's direction.

The Court approves the [establishment of a Medical Monitoring Class Fund, a Property Class](#)

Fund (including the defined Lincoln Park Area of Impact), and a Litigation Injury Fund. The distribution of the Settlement Proceeds prior to adjustment for attorney's fees and expenses shall be as follows:

Medical Monitoring Class Fund	\$2,000,000.00
Class Property Fund	\$ 664,100.00
The Litigation Injury Fund, to include:	
1. Named Plaintiff Bodily Injury Fund	\$14,010,900.00
2. Named Plaintiff Bodily Injury Reserve	\$ 500,000.00
3. Named Plaintiff Property Fund	\$ 575,000.00
4. Reserve Litigation Fund	\$ 250,000.00
Total	\$18,000,000.00

The Court Orders the City to pay the Compromise Amount into the Qualified Settlement Fund within ten (10) days of the Effective Date defined in the Compromise Agreement, subject to the final resolution of any appeals following this Order. Thereafter the Special Master shall begin paying claimants pursuant to the Compromise Agreement. The Court approves the Special Master utilizing Citi Bank as the financial institution for payment of Compromise Amount.

Court approves the Bodily Injury Grid presented at the hearing and attached hereto.

In exercise of the Court's discretion, and based upon the record, the Court approves an attorney's contingent fee award of 40% of the total recovery in both Actions, as this was a highly complex case from a scientific and legal standpoint, legal counsel for both sides were diligent and tenacious, and Plaintiffs' Counsel worked over 10,000 hours to achieve this result.

On February 20, 2020, the Court approved a contingency fee enhancement from 25% to 40% after reviewing the clients' executed approval of said enhancement. The Court further finds that the expenses incurred and to be reimbursed from the Compromise Amount were reasonable and necessary, and approves deduction of those expenses from the final disbursement.

Plaintiffs and each and every one of the Settlement Class Members unconditionally, fully, and finally release and forever discharge the City for their claims. Pursuant to the terms of the Compromise Agreement, within 15 days after the City pays the Compromise Amount into the Qualified Settlement Fund, Plaintiffs will dismiss with prejudice, and without exception, all of their claims against the City using the form of Stipulated Order of Dismissal With Prejudice attached as Exhibit F to the Compromise Agreement. The Court approves the dismissal of these Actions against the City with prejudice, but reserves the right to enforce the terms of this Order, and to determine future fee distributions among attorneys claiming right to fees through an attorney's charging lien. The Court further finds and approves that the City shall be discharged from any liability or responsibility associated with administration of the settlement funds and the implementation of any relief afforded hereunder and that the City's sole and exclusive duty shall be payment of the Compromise Amount as provided herein. The Special Master shall disburse \$5.7 million of the legal fees to Quintairos, Prieto, Wood & Boyer, P.A. and Napoli Shkolnik, PLLC, the Plaintiffs' attorneys, immediately but should otherwise hold the \$1.5 million remaining legal fee funds until the Court has determined the appropriate distribution. Plaintiffs' Counsel shall furnish the City with executed versions of the release specified in Exhibit D of the Compromise Agreement promptly after execution, and following payment of the Compromise Amount.

Based on the foregoing, IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. The Compromise Agreement is approved;
2. The Medical Monitoring and Property Class is certified as defined in the Compromise Agreement;
3. The Lincoln Park Area of Impact as defined in the Compromise Agreement is approved;
4. The establishment of a Medical Monitoring Class Fund, a Property Class Fund, and a Litigation Injury Fund is approved;
5. Medical Monitoring Program is approved;
6. The Named Plaintiff Bodily Injury Grid is Approved;
7. A 40% Contingent Attorney's Fee Award of the total recovery in both Actions is approved and is deemed the liquidated amount apportioned from the Compromise Amount, subject only to allocation of this liquidated amount to the Fee Claiming Lawyers and Law Firms by this Court's further order;
8. Plaintiffs' Counsels' Costs and Expenses are approved;
9. Mr. Matt Garretson is approved as the Special Master.
10. The Settlement Distribution is Approved;
11. The Notice Program has been effective and is approved;
12. The City can release the Compromise Amount within ten (10) days of the Effective Date as defined in the Compromise Agreement, subject to the final resolution of any appeals following this Order, and the Special Master can begin paying claimants pursuant to the Compromise Agreement upon receipt of the Compromise amount, less attorney's fees, costs, and expenses;
13. Citi Bank is approved as the financial institution to hold the funds;
14. The City will be dismissed with prejudice pursuant to the Compromise Agreement by further order of this Court upon payment of the Compromise Amount;
15. The Special Master can pay attorney's fees not in dispute to the Plaintiffs' Law Firms;

16. This Court reserves jurisdiction to determine appropriate apportionment of attorney's fees to the Fee Claiming Lawyers and Law Firms; and

17. Upon fulfillment of all conditions under the Compromise Agreement and executory duties to the Classes and of the Special Master, Plaintiffs shall file a motion with the Court seeking discharge under this Order with notice to the City.

DONE and **ORDERED** in Chambers, at Broward County, Florida on 12-09-2020.

Patti Englander Henning
CACE07030358 12-09-2020 3:59 PM

CACE07030358 12-09-2020 3:59 PM

Hon. Patti Englander Henning

CIRCUIT JUDGE

Electronically Signed by Patti Englander Henning

Copies Furnished To:

ALAN RIPKA, Esq. , E-mail : aripka@alanripka.com

Aaron Richard Modiano , E-mail : aaron.modiano@gmail.com

Alan Ripka, Esq. , E-mail : aripka@alanripka.com

Audrey-Jade Salbo , E-mail : Stephanie.Clavijo@qpwbllaw.com

Audrey-Jade Salbo , E-mail : audrey-jade.salbo@qpwbllaw.com

Audrey-Jade Salbo , E-mail : gcastro@qpwbllaw.com

Carlos L. de Zayas , E-mail : cdz@lydeckerdiaz.com

Carlos L. de Zayas , E-mail : gh@lydeckerdiaz.com

Carmen A De Gisi , E-mail : cdegisi@gmail.com

Carmen A De Gisi , E-mail : cdegisilaw@gmail.com

Courtney E. Ferrell , E-mail : courtney.ferrell@troutmansanders.com

Courtney E. Ferrell , E-mail : katherine.keranen@troutmansanders.com

Courtney E. Ferrell , E-mail : terrie.griffin@troutmansanders.com

D David Keller , E-mail : david.keller@kellerlandsberg.com

D David Keller , E-mail : laura.kelly@kellerlandsberg.com

Forrest Lee Andrews Jr , E-mail : adl@lydeckerdiaz.com

Forrest Lee Andrews Jr , E-mail : fla@lydeckerdiaz.com

Janet Jenssen , E-mail : janet.jenssen@kellerlandsberg.com

Jason Benjamin Bloom , E-mail : jbloom@lydeckerdiaz.com

Jason Benjamin Bloom , E-mail : ag@lydeckerdiaz.com

Jeffery R. Lawley , E-mail : maryannt@bclmr.com

Jeffery R. Lawley , E-mail : ftl-pleadings@bclmr.com

Jeffery R. Lawley , E-mail : jrl@bclmr.com
John W. Salmon , E-mail : martha@sd-adr.com
Joseph P. Farina , E-mail : jfarina@jamsadr.com
Kevin P. Tynan , E-mail : mcrowley@rtlawoffice.com
Kevin P. Tynan , E-mail : ktynan@rtlawoffice.com
Kimare S Dyer , E-mail : thelma.samaniego@qpwbllaw.com
Kimare S Dyer , E-mail : kimare.dyer@qpwbllaw.com
Lindsay DeCarlo , E-mail : ldecarlo@bernlip.com
Louise R Caro , E-mail : lcaro@napolilaw.com
Louise R Caro , E-mail : jpino@napolilaw.com
Mark Hendricks , E-mail : mah@lydeckerdiaz.com
Mary Duffe , E-mail : mary.duffe@troutmansanders.com
Michelle Diaz Cofino , E-mail : cecilia.quevedo@qpwbllaw.com
Michelle Diaz Cofino , E-mail : michelle.cofino@qpwbllaw.com
Paul R Regensdorf , E-mail : paul.regensdorf@pr-law.com
Paul R Regensdorf , E-mail : paul.regensdorf@gmail.com
Reginald J. Clyne , E-mail : gcastro@qpwbllaw.com
Reginald J. Clyne , E-mail : cecilia.quevedo@qpwbllaw.com
Reginald J. Clyne , E-mail : rclyne.pleadings@qpwbllaw.com
Ryan Sharp , E-mail : rsharp@bernlip.com
William G Wolk , E-mail : cmartinez@eatonwolk.com
William G Wolk , E-mail : wwolk@eatonwolk.com
William M Droze , E-mail : jane.davis@troutman.com
William M Droze , E-mail : william.droze@troutman.com
William T. Craig , E-mail : wtc@bclmr.com
William T. Craig , E-mail : kellyr@bclmr.com
William T. Craig , E-mail : ftl-pleadings@bclmr.com