

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT
IN AND FOR LAKE COUNTY, FLORIDA

ROBERT MORRIS, individually,
and on behalf of all others similarly situated,

Plaintiff,

vs.

Case No.: 2024-CA-41

COMMERCE V3, INC.,

Defendant.

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FINAL APPROVAL ORDER

This matter came before the Court for a duly noticed hearing on October 1, 2025, upon Plaintiff's Motion for Final Approval of the Class Action Settlement with Defendant, Commerce V3, Inc. ("Defendant", together with Plaintiff, "Parties"), which was consented to by Defendant, and on Plaintiff's and Class Counsel's Application for Attorneys' Fees, Costs, and Service Award. Due and adequate notice of the Settlement Agreement fully executed on February 18, 2025 ("Settlement Agreement") having been given to Settlement Class Members, the Final Approval Hearing having been held and the Court having considered all papers filed and proceedings had herein, and otherwise being fully informed in the premises and good cause appearing therefore:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. This Final Approval Order hereby incorporates by reference the definitions in the Settlement Agreement and all terms used herein, except as otherwise expressly defined herein, shall have the same meanings as set forth in the Settlement Agreement.

2. For purposes only of the settlement of the Released Claims as to the Released Parties set forth in the Settlement Agreement ("Settlement"), the Court hereby finally certifies the

Settlement Class, as defined in the Court's Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order").

3. Based on the record, the Court reconfirms that the applicable provisions of under Florida Rule of Civil Procedure 1.220 and Fla. Stat. § 768.734(b)(2) have been satisfied for purposes only of the Settlement.

4. In so holding, the Court finds that, solely for purposes of settlement, the Settlement Class meets all of the applicable requirements of Florida Rule of Civil Procedure 1.220. The Court hereby finds, in the specific context of this Settlement, that: (i) the Settlement Class is so numerous that joinder of all Settlement Class Members is impracticable, Fla. R. Civ. P. 1.220(a)(1); (ii) common questions of law and fact exist with regard to the Settlement Class, Fla. R. Civ. P. 1.220(a)(2); (iii) Plaintiff's claims in this litigation are typical of those of Settlement Class Members, Fla. R. Civ. P. 1.220(a)(3); and (iv) Plaintiff's interests do not conflict with, and are co-extensive with, those of absent Settlement Class Members, all of whose claims arise from the identical factual predicate, and Plaintiff and Class Counsel have adequately represented the interests of all Settlement Class Members, Fla. R. Civ. P. 1.220(a)(4). The Court also finds that common issues of fact and law predominate over any questions affecting only individual members and that a class action is superior to other available methods for fairly and efficiently adjudicating this controversy. Fla. R. Civ. P. 1.220(b)(3).

5. This Court has personal jurisdiction over Plaintiff, and Defendant (in this Action only and for purposes of this Settlement), and subject matter jurisdiction over the Action to approve the Settlement Agreement and all exhibits attached thereto under Fla. Stat. § 768.734(b)(2), because the conduct giving rise to Plaintiff's claims occurred in or emanated from this state.

6. The Court finds that the Notice Program implemented pursuant to the Settlement Agreement and the Court's Preliminary Approval Order: (a) constituted the best practicable notice; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of this Action, of their right to exclude themselves from or object to the proposed Settlement, of their right to appear at the Final Approval Hearing, and of Class Counsel's Application for Attorneys' Fees and Costs and Service Award sought in Plaintiff's Motion for Final Approval; (c) provided a full and fair opportunity to all Settlement Class Members to be heard with respect to the foregoing matters; and (d) met all applicable requirements of Rule 1.220, due process, and any other applicable rules or law.

7. The Court finds that only one Settlement Class Member has validly requested to be excluded from the Settlement Class as it relates to the Settlement. That Settlement Class Member is Cecilia Fandel. Ms. Fandel shall have no rights with respect to the Settlement Agreement, shall receive no payment from the sums provided for in the Settlement Agreement, and shall be deemed to have excluded herself from the Action as against Defendant.

8. The Court finds that zero objections to the proposed Settlement have been submitted.

9. Pursuant to Florida Rule of Civil Procedure 1.220, this Court hereby finally approves the Settlement, as set forth in the Settlement Agreement. This Court finds that the Settlement meets all requirements of Florida Rule of Civil Procedure 1.220(e) and is, in all respects, fair, reasonable and adequate, and in the best interests of the Settlement Class, including Plaintiff. This Court further finds that the Settlement set forth in the Settlement Agreement is the result of arm's-length negotiations between experienced counsel representing the interests of the Parties, that Class Counsel and Plaintiff adequately represented the Settlement Class for the

purpose of entering into and implementing the Settlement Agreement, that the relief provided for the Settlement Class is adequate, and that the Settlement Agreement treats Settlement Class Members equitably relative to each other. Accordingly, the Settlement embodied in the Settlement Agreement is hereby approved in all respects. The Parties are hereby directed to carry out the Settlement Agreement in accordance with all of its terms and provisions, including the termination provisions.

10. If the Effective Date does not occur for any reason, the Action will revert to the status that existed before the Settlement Agreement's execution date, and the Parties shall be restored to their respective positions in the Action as if the Settlement Agreement had never been entered into. No term or draft of the Settlement Agreement, or any part of the Parties' Settlement discussions, negotiations, or documentation, will have any effect or be admissible in evidence for any purpose in the Action.

11. Plaintiff, Defendant, and all Settlement Class Members (except those referenced in paragraph 7 above) are bound by the Settlement Agreement and this Final Approval Order.

12. As of the Effective Date, the claims of each Settlement Class Member (except those referenced in paragraph seven above) shall be released pursuant to Paragraph 11 of the Settlement Agreement, regardless of whether the Settlement Class Member submit a claim for benefits.

13. As of the Effective Date, the Settlement Agreement and the Final Approval Order shall be binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings against the Released Parties involving Released Claims(s).

14. As of the Effective Date, the Court permanently bars and enjoins Plaintiff and all Settlement Class Members except those referenced in paragraph seven above from: (a) filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any

other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction against Defendant or any of the Released Parties based on the Released Claims; (b) filing, commencing, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any Settlement Class Members (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), against Defendant or any of the Released Parties based on the Released Claims; or (c) organizing Settlement Class Members into a separate group, class, or subclass for purposes of pursuing as a purported class action any lawsuit or administrative, regulatory, arbitration, or other proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) against Defendant or any of the Released Parties based on the Released Claims.

15. In no event shall the Settlement Agreement, any of its provisions, or any negotiations, statements, or proceedings relating to it be offered or received as evidence in this action or in any other proceeding, except in a proceeding to enforce the Settlement Agreement (including its Release).

16. The appointment of Plaintiff as the Class Representative is affirmed.

17. The appointment of Class Counsel is affirmed.

18. The appointment of the Settlement Administrator is affirmed.

19. Any data or other information provided by Settlement Class Members in connection with the submission of claims shall be held in strict confidence, available only to the Settlement Administrator, Class Counsel, and experts or consultants acting on behalf of the Settlement Class. In no event shall a Settlement Class Member's data or personal information be made publicly available, except as provided herein or upon Court Order for good cause shown.

20. Class Counsel is awarded attorneys' fees in the amount of \$325,000.00, which includes reimbursement of out-of-pocket costs and expenses, such amount to be paid in accordance with the Agreement's terms. In determining the attorneys' fee amount to be reasonable, the Court considered the factors outlined in *Kuhnlein v. Dep't of Revenue*, 662 So. 2d 309 (Fla. 1995), and the contingency risk multiplier of 2.06, which is well within the range of approval by the Florida Supreme Court.

21. The Class Representative is awarded a Service Award of \$2,500.00, such amount to be paid in accordance with the Agreement's terms.

22. The matter is hereby dismissed with prejudice and without costs except that the Court reserves jurisdiction over the consummation and enforcement of the settlement.

23. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and the Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

24. In accordance with Florida Rules of Civil Procedure 1.220(d) and (e), this Final Judgment and Order resolves all claims against all parties in this action and is a final order. There is no just reason to delay entry of final judgment in this matter, and the Clerk is directed to file this Final Judgment and Order in this matter.

IT IS SO ORDERED, in Chambers, in Lake County, Florida, on this 3rd day of October 2025.



Michael Takac
Circuit Judge

Copy furnished to all parties and/or counsel registered in the Florida Court's E-Portal.