

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO.: 1:16-cv-23409-GAYLES

**STEVEN MICHAEL COX, individually
and on behalf of those similarly situated,**

Plaintiff,

v.

**PORSCHE FINANCIAL SERVICES,
INC.,**

Defendant.

_____/

**AMENDED ORDER GRANTING PRELIMINARY APPROVAL
TO CLASS ACTION SETTLEMENT AND DIRECTING NOTICE**

THIS CAUSE comes before the Court on Plaintiffs' Unopposed Motion for Preliminary Class Settlement Approval and to Approve Notice Pursuant to Rule 23(e) (the "Motion"), [ECF No. 329]. The Court having reviewed and considered the Motion and its attachments, including the terms and conditions of the proposed settlement (the "Settlement") as set forth in the Settlement Agreement and Release (the "Settlement Agreement"), [ECF No. 329-1], and on the basis of such submissions and all prior proceedings in this matter, and good cause for this Order having been shown,

IT IS HEREBY ORDERED AND ADJUDGED:

1. The terms of the Settlement Agreement are hereby preliminarily approved, subject to further consideration at the Final Approval Hearing provided for below. The Court concludes that the Settlement is sufficiently within the range of reasonableness that the Court will likely be able to approve the proposal under Rule 23(e)(2) and that the direction of notice to Class Members

is justified by the parties' showing, as provided for in this Order. Capitalized terms not defined herein are as defined in the Settlement Agreement.

Form and Timing of Notice to Class Members

2. The Court hereby appoints the firm of Tilghman & Co., P.C. to be engaged by Class Counsel as the Settlement Administrator to perform all duties specified in the Settlement Agreement and herein.

3. As soon as practicable after entry of this Order, but no later than 7 days after this Order is entered, the Settlement Administrator shall cause copies of the Notice of Proposed Settlement in the form attached as Exhibit A to the Settlement Agreement (the "Class Settlement Notice"), the form of which is hereby approved, to be mailed by first-class U.S. mail, postage prepaid, to all Class Members using the most current address provided by PFS and confirmed by the Settlement Administrator.

4. Prior to the Final Approval Hearing, the Settlement Administrator shall serve and file a sworn statement attesting to completion of notice as provided in this Order. Costs of providing the notice to the Class as specified in this Order shall be paid as set forth in the Settlement Agreement.

5. The notice to be provided as set forth herein is hereby found to be the best means of notice to Class Members that is practicable under the circumstances and, when completed, shall constitute due and sufficient notice of the Settlement and the Final Approval Hearing to all persons affected by and/or entitled to participate in the Settlement or the Final Approval Hearing, in full compliance with the requirements of due process and Rule 23(c)(2) of the Federal Rules of Civil Procedure.

6. Defendant shall serve the CAFA Notice required by 28 U.S.C. § 1715 on the officials set forth on Exhibit “C” to the Settlement Agreement by first-class U.S. mail to the addresses indicated, which shall constitute sufficient service thereof.

Final Approval Hearing; Right to Appear and Object

7. A Final Approval Hearing shall take place before the Court on **October 28, 2021, at 10:00 a.m.** in the Wilkie D. Ferguson, Jr. United States Courthouse, Courtroom 11-1, 400 N. Miami Ave., Miami, Florida 33128, to determine:

(a) whether the Settlement, on the terms and conditions provided for in the Settlement Agreement, should be finally approved by the Court as fair, reasonable, and adequate;

(b) whether the Class should be certified for settlement purposes;

(c) whether the released claims of the Class Members should be dismissed on the merits and with prejudice;

(d) whether the application for attorneys’ fees, costs, and expenses to be submitted by Class Counsel in connection with the Final Approval Hearing should be approved; and

(e) such other matters as the Court may deem necessary or appropriate.

8. The Court may finally approve the proposed Settlement Agreement at or after the Final Approval Hearing with any modifications agreed to by the settling parties and without further notice to Class Members.

9. No later than 30 days before the Final Approval Hearing, Class Counsel will submit a motion for final approval of the Settlement and dismissal of the claims against PFS. In connection with that motion, Class Counsel shall also petition for approval of Class Counsel’s attorneys’ fees, costs, and expenses, consistent with the terms of the Settlement Agreement.

10. All Class Members must notify Tilghman & Co., P.C. of their decision to opt-out by a signed, mailed letter postmarked by October 14, 2021.

11. Any Class Member who wishes to object to the proposed Settlement or to the requested award to Class Counsel of attorney's fees and expenses must do so in writing. To be considered, a written objection must be mailed to the Court, Class Counsel, and Defendants' counsel by a signed, mailed letter postmarked by October 14, 2021, as detailed in the approved Notice attached as Exhibit A to the Settlement Agreement. Any Class Member who wishes to intervene or otherwise appear in this matter through counsel must do so by October 14, 2021.

12. Any Class Member may also appear at the Final Approval Hearing in person or by counsel and be heard, to the extent allowed by the Court, either in support of or in opposition to the matters to be considered at the Hearing; provided, however, that no person shall be heard, and no papers, briefs, or other submissions shall be considered by the Court in connection with its consideration of those matters, unless such person has filed and served a written statement of objection in compliance with paragraph 11 above. No Class Member may present an objection at the Final Approval Hearing based on a reason not stated in his, her, or its written objection(s). The Class Representatives, Class Counsel, and/or PFS may file responses to any objections, papers, or briefs filed by any Class Member on or before 7 days prior to the Final Approval Hearing. Such response also shall be served by email on such Class Member or on his, her, or its attorney.

13. The Court may adjourn the Final Approval Hearing (or any subsequent hearing relating to the Settlement), including the consideration of the application for attorneys' fees, costs, and expenses, without further notice of any kind other than an announcement of such adjournment in open court at the Final Approval Hearing (or at any subsequent hearing relating to the Settlement) or the entry of an order of adjournment.

Other Provisions

14. All proceedings in this action, other than proceedings as may be necessary to carry out the terms and conditions of the Settlement, are hereby stayed and suspended until further order of the Court. No party to the Settlement, including any Class Member, shall take any action that would be inconsistent with the parties' agreement to resolve their dispute pursuant to the terms of the Settlement Agreement. In the event that any Class Member initiates any legal action relating to the subject matter of this litigation prior to the Final Approval Hearing, Class Counsel and/or counsel for PFS shall apprise the Court of such action so that the Court may take appropriate measures in furtherance of the Court's jurisdiction over this Settlement, including but not limited to the issuance of injunctive relief.

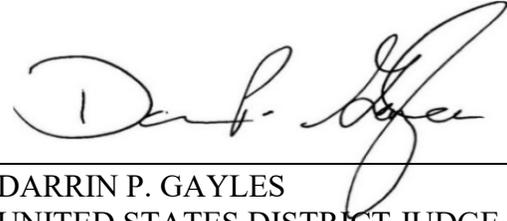
15. Any Class Member may enter an appearance in the litigation, at his, her, or its own expense. Any Class Member who does not enter an appearance or submit an objection will be represented by Class Counsel.

16. Neither the Settlement Agreement nor any provision therein, nor any negotiations, statements, or proceedings in connection therewith shall be construed as, or be deemed to be evidence of, an admission or concession on the part of any of the named Plaintiff, Class Members, or PFS of any fact or of liability or wrongdoing by them, or that the claims and defenses that have been, or could have been, asserted in this litigation are or were not meritorious, and neither the Settlement Agreement nor any such communications shall be offered or received in evidence in any action or proceeding except one to enforce the Settlement Agreement, including the agreed release by a Class Member(s), or be used in any way as an admission or concession or evidence of any fact or liability or wrongdoing of any nature.

17. In the event that the Settlement Agreement is terminated or is not finally approved by the Court, the Settlement and all proceedings had in connection therewith shall be null and void,

and without prejudice to the rights of the parties to the Settlement Agreement before it was executed.

DONE AND ORDERED in Chambers at Miami, Florida this 26th day of August, 2021.



A handwritten signature in black ink, appearing to read "Darrin P. Gayles", is written over a horizontal line. The signature is cursive and stylized.

DARRIN P. GAYLES
UNITED STATES DISTRICT JUDGE