

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 14-61429-CIV-COHN/HUNT

GERI SIANO CARRIUOLO, etc., et al.,

Plaintiffs,

v.

GENERAL MOTORS LLC,

Defendant.

FINAL JUDGMENT AND ORDER

This matter comes before the Court for hearing pursuant to this Court's order preliminarily approving the "Settlement Agreement and Release" ("Settlement") dated December 16, 2016 ("Preliminary Approval Order"), on the application of Plaintiff Geri Siano Carriuolo ("Plaintiff"), individually and on behalf of the certified class defined as "all persons within the State of Florida who purchased or leased a new 2014 Cadillac CTS that had affixed to it a window sticker that incorrectly showed that NHTSA had rated the vehicle in three safety categories when NHTSA had not yet rated the vehicle in any category" ("Class"), and defendant General Motors LLC ("GM") (together with Plaintiff, the "Parties"). The Court, having considered all papers filed and proceedings held herein, and having received declarations attesting to the mailing of the Notice, and good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I. JURISDICTION AND VENUE

1. The Court has jurisdiction over the subject matter and Parties to this

proceeding pursuant to 28 U.S.C. §§ 1332(d).

2. Venue is proper in this District.

II. FINAL APPROVAL OF THE SETTLEMENT

3. Pursuant to Fed. R. Civ. P. 23(e), this Court finds that the Settlement is, in all respects, fair, reasonable, and adequate, and as in the best interests of all Class members, for the following reasons: First, the Parties negotiated the settlement fairly and honestly at arms' length and with the assistance of an experienced mediator and experienced counsel. Second, serious questions of law and fact exist, as reflected in GM's motion to dismiss the case, its affirmative defenses asserted in its answer to the complaint, and its positions on class certification. Third, an immediate recovery is valuable to the Class, given the potential need for protracted litigation to resolve all factual and legal disputes among the Parties. Fourth, the Parties have offered their reasoned and well-supported judgment that the Settlement is fair and reasonable to the Class.

4. The Court also finds that the plan for distribution of the Settlement, which involves direct provision of settlement benefits to Class Members without any need for them to affirmatively act to obtain settlement benefits, is fair and equitable.

5. The Court therefore finally approves the Settlement, and the exhibits appended to that Settlement, as fair, reasonable, and adequate.

III. ADEQUACY OF NOTICE

6. The Court finds that the Class Members have been given due and adequate notice of the Settlement and Class Counsel's Fee Application and request for a service award for the Plaintiff, in the manner directed by this Court's Preliminary Approval Order.

7. The Court further finds that the Notice approved in the Court's Preliminary Approval Order and implemented in accordance with that order was the best practicable under the circumstances. The Notice was reasonably calculated under the circumstances to apprise the Class of (a) the pendency of the Action; (b) the terms of the Settlement and the Class members' rights to opt-out of the Class or to object to the Settlement; (c) the amount of Class Counsel's expected fee application; and (d) the request for a service award for the Plaintiff. The Notice provided sufficient notice to all persons entitled to notice. The Notice satisfied all applicable requirements of law, including Federal Rule of Civil Procedure 23 and the constitutional requirement of Due Process.

IV. ATTORNEYS FEES AND SERVICE AWARD

8. This Court hereby awards Class Counsel an aggregate sum for attorneys' fees and expenses in the amount of \$815,000.00.

9. Plaintiff's claims were brought under the Florida Deceptive and Unfair Trade Practices Act, which provides that a prevailing party may recover reasonable attorneys' fees and expenses.

10. The Court finds the amount of attorneys' fees and expenses awarded herein is fair and reasonable based on: (a) the work performed and costs incurred by Class Counsel; (b) the complexity of the case; (c) the risks undertaken by Class Counsel and the contingent nature of their employment; (d) the quality of the work performed by Class Counsel in this Action and their standing and experience in prosecuting similar class action litigation; (e) the benefits achieved for Class Members through the Settlement; and (f) the absence of any objections from Class Members to either the application for an award of attorneys' fees or reimbursement of expenses to

Class Counsel. Furthermore, the fact that the Parties separately negotiated the amount of attorneys' fees and expenses only after having agreed to the benefits to be provided to Class Members, and therefore, that the payment of attorneys' fees and expenses does not reduce the settlement benefits negotiated for Class Members, further confirms the reasonableness of the agreed-upon award of attorneys' fees and expenses.

11. In accordance with Section IV of the Settlement, GM shall pay to Class Counsel the Court-approved amount for attorneys' fees and expenses of Class Counsel within thirty (30) days following the Effective Date of the Settlement (as defined in the Settlement).

12. The Court also hereby awards to plaintiff Geri Siano Carriuolo a service award of \$5,000.00. The Court finds the amount of the service award is fair and reasonable based upon Ms. Carriuolo's service as class representative on behalf of the Class. This amount shall be paid by GM no later than fifteen (15) days following the Effective Date.

V. RELEASES AND FINAL JUDGMENT

13. Pursuant to Federal Rule of Civil Procedure 23, all Class members who have not filed timely, completed, and valid requests for exclusion from the Class are Class members who are bound by this Final Judgment and Order and by the terms of the Settlement.

14. The Released Parties (as defined in the Settlement) are hereby released and forever discharged from any and all of the Released Claims (as defined in the Settlement). All Class members and Peter Bracchi are hereby forever barred and enjoined from asserting, instituting, or prosecuting, directly or indirectly, any Released Claim in any court or other forum against any of the Released Parties. All Class

members and Peter Bracchi are bound by Section VI of the Settlement (entitled "Release and Dismissal with Prejudice") and are hereby forever barred and enjoined from taking any action in violation of that provision.

15. The Court hereby **DISMISSES** this action with prejudice and without costs to any of the Parties as against the others, except as provided herein.

16. Neither the Settlement nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Released Parties; or (b) may be used as an admission of, or evidence of, any fault or omission of any of the Released Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal; or (c) may be admissible in any proceeding except an action to enforce or interpret the terms of the Settlement or any other documents executed in connection with the performance of the agreements embodied therein. The Released Parties may file the Settlement and/or this Final Judgment and Order in any action that may be brought against them in order to support a defense or counterclaim based on the principles of res judicata, collateral estoppel, full faith and credit, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.


17. The Court finds that during the course of the action, the Parties and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11.

18. Without affecting the finality of this Final Judgment and Order in any way, this Court hereby reserves and retains continuing jurisdiction over matters described in more detail in the Settlement, such as: (a) implementation and enforcement of any award or distribution in connection with the Settlement; (b) disposition of the amounts payable pursuant to the Settlement, including *cy pres* distribution of any settlement benefits that remain unclaimed at the completion of the distribution to Class Members; (c) all parties hereto for the purpose of construing, enforcing, and administering the Settlement; and (d) any other matters related to finalizing the Settlement and distribution of the proceeds of the Settlement.

19. This Final Judgment and Order is a final judgment in the action as to all claims of the Plaintiff, Peter Bracchi and the Class against GM asserted in the action.

20. The Clerk shall **CLOSE** this case and **DENY** all pending motions as **MOOT**.

DONE AND ORDERED in Chambers at Fort Lauderdale, Broward County, Florida, this 28th day of April, 2017.


JAMES I. COHN
United States District Judge

Copies provided to counsel of record via CM/ECF