

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA**

RYAN DUMAS, on behalf of himself and  
others similarly situated,

Plaintiff,

v.

**Case No. 50-2023-CA-016414-XXXXA-MB**

PARADISE EXTERIORS, LLC,

Defendant.

---

**FINAL APPROVAL ORDER**

The matter coming before the Court on the parties' request for final approval of the class action settlement, and Plaintiff's request for approval of fees and expenses, due notice given, the parties appearing through counsel, and the Court fully advised in the premises, IT IS HEREBY ORDERED:

1. This Court has jurisdiction over the parties, the members of the Settlement Class, and the claims asserted.

2. Pursuant to Rule 1.220 of the Florida Rules of Civil Procedure, the settlement of this action, as embodied in the terms of the Settlement Agreement, is hereby finally approved as a fair, reasonable, and adequate settlement of this Litigation and the Related Litigation in the best interests of the Settlement Class in light of the factual, legal, practical, and procedural considerations raised by these actions.

3. The Settlement Class is defined as follows:

All users or subscribers to cellular telephone numbers that were contacted by Defendant using a prerecorded voice message from November 1, 2021 through April 30, 2022 after having been supplied as referrals by existing customers of Paradise Exteriors. For

purposes of settlement the parties estimate the class consists of approximately 2,435 individuals.

4. The Court finds that the Settlement Agreement has been entered into in good faith following extensive arm's-length negotiations.

5. The Court finds that notice was given to the Class Members, that it was the best notice practicable under the circumstances, and that it satisfied the requirements of due process and Rule 1.220.

6. There is no objection to the Settlement.

7. There are no opt-outs.

8. After due consideration of the uncertainty about the likelihood of the Class's ultimate success on the merits; the range of the Class's possible recovery; the complexity, expense and duration of the litigation; the substance and amount of opposition to the settlement; and the state of proceedings at which the settlement was achieved; all written submissions, declarations, and arguments of counsel; and after notice and hearing, this Court finds that the settlement is fair, adequate and reasonable. This Court also finds that the financial settlement terms fall within the range of settlement terms that would be considered fair, adequate and reasonable. Moreover, the settlement provides significant remedial benefits for the Settlement Class. Accordingly, this Settlement Agreement should be and is approved and shall govern all issues regarding the settlement and all rights of the Parties, including the Class Members. Each Class Member shall be bound by the Settlement Agreement, including being subject to the release set forth in the Settlement Agreement.

9. The Settlement Sum shall be used to pay settlement administration costs, all claims by Settlement Class members, and Class Counsel's fees and out-of-pocket expenses.

10. As agreed in the Settlement Agreement, each member of the Settlement Class

who submits an Approved Claim shall be entitled to a Claim Settlement Payment of \$575.00 per valid Approved Claim less each Class Member's share of any Fee Award as expressly provided in the Settlement Agreement.

11. Pursuant to the parties' agreement, the Court approves Class Counsel's requested attorney's fees of one third of the Settlement Sum, without accounting for the additional value created by the remedial relief, equaling \$466,666.66, and documented and reasonable expenses and costs incurred pursuing the claims on behalf of the Class in the amount of \$6,907.54. In consideration of Class Counsel's lodestar, contingency risks, and results obtained for the benefit of the class, the requested fee is fair, reasonable, and justified. In accordance with the Settlement Agreement, these amounts shall be paid from the Settlement Sum as expressly provided in the Settlement Agreement.

12. The Court adopts and incorporates all of the terms of the Settlement Agreement by reference here. The Parties to the Settlement Agreement shall carry out their respective obligations under that Agreement.

13. This action, including all claims against Defendant asserted in this Litigation, or which could have been asserted in this lawsuit, by or on behalf of Plaintiff and all Settlement Class members against Defendant, is hereby dismissed with prejudice and without taxable costs to any Party.


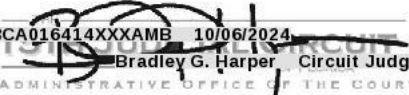
14. All claims or causes of action of any kind by any Settlement Class member brought in this Court or any other forum (other than those by persons who have opted out of this action) are barred pursuant to the releases set forth in the Settlement Agreement.

15. The Court shall retain continuing jurisdiction over this action as to the following matters: (i) enforcement of the terms of the Settlement Agreement; (ii) issues relating to settlement administration; and (iii) enforcement of this Final Approval Order and Judgment, and any order relating to attorneys' fees.

16. If (a) the Settlement Agreement is terminated pursuant to its terms, or (b) the Settlement Agreement or Final Approval Order do not for any reason become effective, or (c) the Settlement Agreement or Final Approval Order are reversed, vacated, or modified in any material or substantive respect, then any and all orders entered pursuant to the Settlement Agreement shall be deemed vacated. If the settlement does not become final in accordance with the terms of the Settlement Agreement, this Final Approval Order shall be void and shall be deemed vacated.

17. The Court finds that there is no just reason to delay the enforcement of this Final Approval Order.

DONE AND ORDERED in Palm Beach County, Florida.

   
502023CA016414XXXAMB 10/06/2024  
Bradley G. Harper, Circuit Judge  
ADMINISTRATIVE OFFICE OF THE COURT

502023CA016414XXXAMB 10/06/2024  
Bradley G. Harper  
Circuit Judge

cc: all counsel of record