

**IN THE CIRCUIT COURT FOR THE NINTH JUDICIAL CIRCUIT  
IN AND FOR ORANGE COUNTY, FLORIDA  
CIVIL ACTION**

**JESSICA KOHL and MATTHEW  
KOHL, individually, and on behalf of  
a class of persons similarly situated,**

**Case No.: 2020-CA-004390-O**

**Plaintiffs,**

**vs.**

**PLURIS WEDGEFIELD, LLC,  
PLURIS HOLDINGS, LLC, and  
PLURIS WEDGEFIELD, INC.,**

**Defendants.**

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**FINAL ORDER APPROVING SETTLEMENT AND  
JUDGMENT OF DISMISSAL WITH PREJUDICE**

The Court preliminarily approved the class settlement in this case on December 29, 2022. Since that time, the Parties have completed the notice process and now seek final approval of the Class Action Settlement Agreement. Through a Motion for Final Approval of Class Settlement and Motion for Attorneys' Fees and Costs and Plaintiffs' Service Award, they seek, among other things, that the Court (1) certify the proposed Settlement Class; (2) approve the Settlement Agreement as fair, reasonable, and adequate; (3) rule that the Notice process satisfied due process and was the best practicable under the circumstances, and (4) grant an award of attorneys' fees, costs, and a service award for the named Plaintiffs. A hearing was held on the motions on

April 3, 2023. For the reasons stated below, the motions are granted.

On April 3, 2023, the Court held a hearing on the matter of the Court's final approval of the Class Action Settlement Agreement submitted on March 13, 2023 pursuant to the Motion for Preliminary Approval. Appearing on behalf of Plaintiffs and the Settlement Class was Matthew Mokwa, Ed Normand and Jason Fraxedas. Appearing on behalf of Defendant was Christopher R. White.

WHEREAS, Plaintiffs, on behalf of themselves and the proposed Settlement Class, and Pluris Wedgefield, LLC, Pluris Holdings, LLC, and Pluris Wedgefield, Inc. (collectively "Defendants"), have executed a Class Action Settlement Agreement; and

WHEREAS, all capitalized terms used herein shall have the same meaning as set forth in the Agreement and are hereby incorporated by reference; and

WHEREAS, the Court, on December 29 2022 entered the Order Preliminarily Approving Settlement and Directing Notice to the Class ("Preliminary Approval Order"), preliminarily approving the Proposed Settlement and conditionally certifying this Action, for settlement purposes only, as a class action; and

WHEREAS Jessica Kohl and Matthew Kohl were approved as the Class Representatives; and

WHEREAS, the Court as part of its Preliminary Approval Order, directed that a plan for disseminating notice of the Settlement ("Notice Plan") be implemented, and scheduled a hearing to be held on April 3, 2023, to determine whether the Proposed Settlement should be finally approved as fair, reasonable and adequate; and

WHEREAS, Class Counsel have satisfactorily demonstrated to the Court that

the Notice Plan was followed; and

WHEREAS, a final approval hearing was held on April 3, 2023, at which all interested persons were given an opportunity to be heard, and all objections to the Settlement, if any, were duly considered;

NOW, THEREFORE, the Court, having read and considered all submissions made in connection with the Proposed Settlement, and having reviewed and considered the files and records herein, finds and concludes as follows:

1. The Complaint filed in this Action alleges that Defendants, who operate a potable water plant that provides service to residential customers in Wedgefield, Florida, provided their customers with water that exceeded the maximum contaminant levels for certain disinfection byproducts during the class period. The Plaintiffs brought several causes of action against the Defendants based upon these allegations: breach of contract, negligence, gross negligence, violations of the Florida Deceptive and Unfair Trade Practices Act, and trespass. Defendants deny the allegations made by Plaintiffs in this lawsuit, and specifically deny the factual, scientific, or other bases asserted in support of the Plaintiffs' claims.
2. As part of the Preliminary Approval Order, the Court certified the Settlement Class, for settlement purposes only, defined as follows:

All residential customers who paid for potable water distributed by Pluris Wedgefield, LLC and Pluris Wedgefield, Inc. from April 12, 2016 through the date on which the Preliminary Settlement Approval Order is entered. Excluded from the Class are Defendants, any Released Persons, Class Counsel, and any judge, clerk, deputy,

and/or employee of the Court in which this case is pending.

3. The Court hereby affirms this definition of the Settlement Class for purposes of this Final Judgment.
4. At the Preliminary Approval Hearing, the Court preliminarily appointed KCC as Settlement Administrator. The Court hereby reaffirms that appointment and orders that none of the Parties will be responsible for any acts or failures to act by the Settlement Administrator.
5. The Court certifies the Settlement Class in this Action, for settlement purposes only, under Fla. R. Civ. P. 1.220(a) and (b)(3), and, in so doing, finds that, for settlement purposes, the requirements for maintaining a class action have been met in particular because: (1) the Settlement Class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the Settlement Class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the Settlement Class; and (4) the Named Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Settlement Class.
6. The Plaintiffs and Defendants have entered into the Agreement which has been filed with the Court. The Agreement provides for the Settlement of this Action with Defendants on behalf of the Named Plaintiffs and the Settlement Class Members, subject to approval by the Court of its terms. The Court scheduled a hearing to consider the approval of the Settlement, and directed that the Class Notice be disseminated in accordance with the terms

of the Preliminary Approval Order.

7. In accordance with the terms of the Settlement and the Preliminary Approval Order, the parties implemented the Notice Plan approved by the Court. Class Counsel have confirmed to the Court that the Parties complied with the Notice Plan.
8. The Court hereby finds that the Notice Plan and the Class Notice constituted the best notice practicable under the circumstances, and constituted valid, due and sufficient notice to members of the Settlement Class. Specifically, the Court finds that the Notice, the settlement website, and the notice methodology implemented pursuant to the Agreement (i) constituted the best practicable notice under the circumstances; (ii) were reasonably calculated to apprise potential Settlement Class Members of the pendency of the Action, their right to object to or exclude themselves from the Proposed Settlement and to appear at the Final Approval Hearing; and (iii) were reasonable and constitute due, adequate, and sufficient notice to all Persons entitled to receive notice.
9. The Named Plaintiffs have applied to the Court for final approval of the terms of the Proposed Settlement and for the entry of this Final Judgment. Pursuant to the Class Notice, a hearing was held before this Court, April 3, 2023, to determine whether the Proposed Settlement of the Action should be finally approved as fair, reasonable, and adequate, and whether the Final Judgment approving the Settlement and dismissing all claims in the Action

on the merits, with prejudice and without leave to amend should be entered.

10. The Court hereby finds that approval of the Agreement and the Settlement embodied therein will result in substantial savings of time and money to the Court and the litigants and will further the interests of justice.

11. The Court hereby finds that the Proposed Settlement is the result of good faith arm's length negotiations by the Parties thereto, and is fair, reasonable, and adequate.

NOW, WITH GOOD CAUSE APPEARING THEREFORE, IT IS HEREBY ORDERED:

12. The Court possesses jurisdiction over the subject matter of this Action, the Named Plaintiffs, the Settlement Class Members, Defendants, and the Released Persons, and has subject matter jurisdiction to approve the Agreement and all Exhibits thereto.

13. Four (4) Settlement Class Members, Michael Duggar, Joshua Norton, Albert Stallcup, and Henrietta Stallcup have filed a request for exclusion. All other Settlement Class Members are therefore bound by this Final Judgment and by the Agreement and the Settlement embodied therein, including the Releases.

14. All provisions and terms of the Settlement are hereby found to be fair, reasonable and adequate as to the Settlement Class Members and the Named Plaintiffs, and all provisions and terms of the Settlement are hereby finally approved in all respects.

15. The Parties are hereby directed to consummate the Settlement in accordance with the Agreement.

16. The Class Claims in this Action are dismissed in their entirety, on the merits, with prejudice and without leave to amend, and the Named Plaintiffs and all members of the Settlement Class who have not been excluded from the Settlement Class as provided in the Opt-Out List, and their respective heirs, estates, trustees, executors, administrators, principals, beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, regardless of whether they have submitted a Claim Form or Electronic Claim Form, and regardless of whether they have received actual notice of the Proposed Settlement, have conclusively compromised, settled, discharged, and released all Released Claims against Defendants and the Released Persons, and will be bound by the Final Order and Judgment and conclusively deemed to have fully released, acquitted, and forever discharged, to the fullest extent permitted by law all Released Persons from all Released Claims, and agree not to institute, maintain, or assert any claims against the Released Persons on the Released Claims.

17. As of the Effective Date, by operation of the entry of the Final Judgment, each Settlement Class Member shall be deemed to have fully released, waived, relinquished and discharged, to the fullest extent permitted by law, all Released Claims that the Settlement Class Members may have against all



the Released Persons.

18. “Released Claims” means any and all claims, causes of action, rights, promises, obligations, allegations, demands, injuries, remedies, facts, or other theories of law or equity that have been or could have been asserted by the Settlement Class and any other Settlement Class claims arising from this litigation, which would make any Released Person liable for or subject to relief of any kind or damages of any type—including compensatory, consequential, incidental, punitive, exemplary, statutory, or special damages, or damages based upon a multiplier of compensatory damages—penalties, court costs, attorneys’ fees or expenses, other monetary relief, injunctions, other equitable relief, or declaratory relief, whether alleged or unalleged, known or unknown, suspected or unsuspected, matured or not yet matured, contingent or non-contingent, patent or latent, manifested or unmanifested, past, present, or future, open or concealed, which existed in the past, exist now, or could exist in the future, without regard to the subsequent existence or discovery of different or additional claims, causes of action, rights, promises, obligations, allegations, demands, injuries, remedies, facts, or other theories of law or equity, against Defendants related to the water received in the Wedgefield Community from April 12, 2016 through the date on which the Final Settlement Approval Order is entered. Specifically excluded from this definition of Released Claims are claims for personal injury or wrongful death, regardless of what legal or equitable



theories of liability they are asserted under.

19. “Released Persons” means Pluris Wedgefield, LLC, Pluris Holdings, LLC, and Pluris Wedgefield, Inc. and any person or entity that provided water to the Wedgefield community from April 12, 2016 through the date on which the Final Settlement Approval Order is entered, as well as the past, present, and future controlling persons, directors, officers, employees, agents, servants, independent contractors, joint venturers, representatives, advisors, consultants, attorneys, insurers, subrogees, shareholders, partners, members, subsidiaries, divisions, parents, affiliates, predecessors, heirs, executors, administrators, successors, and assigns of any Released Person.
20. It is hereby determined that the Notice Plan and the Class Notice constituted the best notice practicable under the circumstances to all members of the Settlement Class, and is therefore finally approved as reasonable. Due and adequate notice of the pendency of this Action and of the Settlement has been provided to all the Settlement Class Members, and this Court hereby finds that the Class Notice complied fully with the requirements of due process, the Florida Rules of Civil Procedure and all other applicable laws.
21. The Settlement Agreement and this Final Judgment, and any proceedings taken pursuant thereto, are not, and should not in any event be offered, received, or construed as evidence of, a presumption, concession, or an admission by any Party of liability or of the certifiability of a litigation class, or as precedent of any kind in any other proceeding; provided, however, that

reference may be made to the Agreement and the settlement provided for herein in such proceedings as may be necessary to effectuate the provisions of the Agreement.

22. The Court has considered the request for a Class Representative award, and hereby approves and awards the Named Plaintiffs an Incentive Award in the amount of \$10,000.00 each to be paid out of the Settlement Fund. *See Altamonte Springs Imaging, L.C. v. State Farm Mut. Auto. Ins. Co.*, 12 So. 3d 850, 857 (Fla. 3d DCA 2009).

23. The Court has considered the request for Prospective Relief Funds, and hereby approves the amount of \$15,000.00 to be utilized by the community representative, at his or her discretion, to pay for costs associated with the prospective relief monitoring program.

24. The Court has considered Class Counsel's request for an Attorneys' Fees award for the prosecution of this action, and finds the requested amount to be fair, adequate, and reasonable to the Class, and finds the hours expended and hourly rates utilized to be reasonable under the analysis prescribed in *Florida Patient's Compensation Fund v. Rowe*, 472 So. 2d 1145 (Fla. 1985), *Standard Guaranty Insurance Co. v. Quanstrom*, 555 So. 2d 828 (Fla. 1990), and *Kuhnlein v. Dep't of Revenue*, 662 So. 2d 309 (Fla. 1995). As such, the Court hereby makes an award of Attorneys' Fees in the amount of \$1,100,000.00 and costs in the amount of \$257,230.46 to be paid out of the Settlement Fund.

25. The Court authorizes the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications, and expansions of the Agreement and all Exhibits thereto as (i) shall be consistent in all material respects with the Final Order and Judgment and (ii) do not reduce or limit any rights of Settlement Class Members.
26. Any Party to the Agreement, the Settlement Administrator, counsel in any capacity in which they may act under the authority of the Agreement, and any employees, representatives, or agents of such Persons or entities shall not be liable for anything done or omitted in connection with the Agreement and/or the claims administration process.
27. This Final Judgment is a final order in the Action within the meaning and for the purposes of the Florida Rules of Civil Procedure as to all claims among Defendants on the one hand, and the Named Plaintiffs, Class Representatives, and all Settlement Class Members, on the other, and there is no just reason to delay enforcement or appeal.
28. The Clerk of Court is directed to enter a judgment of dismissal and close this case.
29. Without in any way affecting the finality of this Final Judgment, this Court shall retain continuing jurisdiction over this Action for purposes of: (a) enforcing this Final Judgment, the Agreement and the Settlement; (b) hearing and determining any application by any Party to the Settlement for a settlement bar order; and (c) any other matters related or ancillary to any

of the foregoing.

**DONE AND ORDERED** in Orange County, Florida this 4<sup>th</sup> day of April,  
2023.

A handwritten signature in black ink, appearing to be 'MHS', written over a horizontal line.

eSigned by Margaret H. Schreiber 04/04/2023 14:19:03 0BQ7MHgo

**MARGARET H. SCHREIBER**  
Circuit Judge

Copies electronically forwarded to all counsel of record.