

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL  
CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO: 2022-015957-CA-01

SECTION: CA43

JUDGE: Michael Hanzman

**Endrit Kolicic**

Plaintiff(s)

vs.

**Montway LLC**

Defendant(s)

---

**ORDER GRANTING CLASS COUNSEL'S REQUEST FOR ATTORNEYS' FEES**

On November 25, 2022, the Court granted preliminary approval to the proposed class action settlement set forth in the Settlement Agreement and Release between Plaintiff Endrit Kolicic, on behalf of himself and all members of the Settlement Class, and Defendant, Montway LLC.

On February 3, 2023, the Court held a duly noticed Final Approval Hearing. At the Final Approval Hearing, the Court directed Class Counsel to provide supplemental briefing regarding the appropriateness of their requested attorneys' fee amount of \$482,850.00, and requested for Class Counsel to submit affidavits outlining the lodestar amounts incurred by each law firm representing Plaintiff and the Class.

On February 6, 2023, Class Counsel filed the requested supplemental briefing and affidavits.

**NOW, THEREFORE, IT IS HEREBY ORDERED THAT:**

1. The Court hereby approves Class Counsel's request for attorney fees, costs, and expenses, and awards Class Counsel \$482,850.00 as reasonable attorneys' fees. The Court finds that the requested fees are reasonable under both the lodestar method and the percentage of the fund

method. See Boeing Co. v. Van Gemert, 444 U.S. 472, 478 (1980) (The Supreme Court “has recognized consistently that a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney’s fee from the fund as a whole.”); Kuhnlein v. Dep’t of Revenue, 662 So. 2d 309, at fn. 9 (Fla. 1995) (“We find that in all common-fund cases in which attorney fees have not been assessed by a trial court using the lodestar approach as of the date of this opinion and in which a multiplier is determined to be appropriate, the maximum multiplier can be as much as 5.”).

2. The requested attorneys’ fees portion equals approximately 33.3% of the Settlement’s total economic value and is Class Counsel’s lodestar of \$124,747.50 with a approximately 3.87 multiplier. This multiplier well within the range approved in similar cases. In fact, a multiplier of 2.5-5 times lodestar is typically awarded in class actions to compensate for contingency risk. Kuhnlein, 662 So. 2d, at fn. 9 (“We find that in all common-fund cases in which attorney fees have not been assessed by a trial court using the lodestar approach as of the date of this opinion and in which a multiplier is determined to be appropriate, the maximum multiplier can be as much as 5.”); Ramos v. Philip Morris Cos., 743 So. 2d 24, 32 (Fla. 3d DCA 1999) (Upholding award of attorneys’ fees and stating that a multiplier of 5 “was justified because this case was extraordinarily risky”); Wright v. eXp Realty, LLC, No. 6:18-cv-01851 (M.D. Fla. October 26, 2022) (awarding Class Counsel fees based on a lodestar cross-check applying a 3.95 multiplier); In re Health Ins. Innovs. Sec. Litig., No. 8:17-cv-2186-TPB-SPF, 2021 U.S. Dist. LEXIS 61051, at \*39-40 (M.D. Fla. Mar. 23, 2021); Junior v. Infinity Ins. Co., No. 6:18-cv-1598-WWB-EJK, 2021 U.S. Dist. LEXIS 58354, at \*11 (M.D. Fla. Mar. 25, 2021) (finding that a contingency multiplier of 3.85 is “justified because the legal theory behind this action was novel and Class Counsel was able to secure an exceptional result”).

3. The Court hereby awards Class Counsel for their time incurred and expenses advanced. The Court has concluded that: (a) Class Counsel achieved a favorable result for the Class by obtaining

Defendants' agreement to make significant funds available to Settlement Class Members, subject to submission of valid claims by eligible Settlement Class Members; (b) Class Counsel devoted substantial effort to pre- and post-filing investigation, legal analysis, and litigation; (c) Class Counsel prosecuted the Settlement Class's claims on a contingent fee basis, investing significant time and accumulating costs with no guarantee that they would receive compensation for their services or recover their expenses; (d) Class Counsel employed their knowledge of and experience with class action litigation in achieving a valuable settlement for the Settlement Class, in spite of Defendant's possible legal defenses and its experienced and capable counsel; (e) Class Counsel have standard contingent fee agreements with Plaintiff, who has reviewed the Settlement Agreement and been informed of Class Counsel's fee request and has approved; and (f) the Notice informed Settlement Class Members of the amount and nature of Class Counsel's fee and cost request under the Settlement Agreement, Class Counsel filed and posted their Petition in time for Settlement Class Members to make a meaningful decision whether to object to the Class Counsel's fee request, and no Settlement Class Member(s) objected.

4. The award of attorneys' fees and costs to Class Counsel shall be paid from the Settlement Fund within the time period and manner set forth in the Settlement Agreement.

**DONE** and **ORDERED** in Chambers at Miami-Dade County, Florida on this 7th day of February, 2023.



2022-015957-CA-01 02-07-2023 8:40 AM

Hon. Michael Hanzman

**CIRCUIT COURT JUDGE**

Electronically Signed

Final Order as to All Parties SRS #: 12 (Other)

THE COURT DISMISSES THIS CASE AGAINST ANY PARTY NOT LISTED IN THIS FINAL ORDER OR PREVIOUS ORDER(S). THIS CASE IS CLOSED AS TO ALL PARTIES.

**Electronically Served:**

Ignacio Hiraldo, Ijhiraldo@ijhlaw.com  
Manuel Hiraldo, MHiraldo@hirdolaw.com  
Manuel S Hiraldo, mhiraldo@hirdolaw.com  
Maria Vigilante, Maria.Vigilante@BlankRome.com  
Maria Vigilante, BRFLeservice@BlankRome.com  
Maria Vigilante, MBuitrago@BlankRome.com  
Michael L Eisenband, meisenband@Eisenbandlaw.com  
Michael R Esposito, Michael.Esposito@BlankRome.com  
Michael R Esposito, BRFLeservice@blankrome.com

**Physically Served:**