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IN THE COURT OF COMMON PLEAS CUYAHOGA COUNTY, OHIO

ABRA SMITH
Plaintiff

Case No: CV-21-953473

Judge: PETER J CORRIGAN

NATIONWIDE AGRIBUSINESS INSURANCE
COMPANY
Defendant

JOURNAL ENTRY

96 DISP.OTHER - FINAL

ORDER GRANTING APPROVAL OF CLASS SETTLEMENT AND PETITION FOR ATTORNEYS FEES AND COSTS AND PLAINTIFFS SERVICE AWARD FILED. FINAL. OSJ.
COURT COST ASSESSED AS DIRECTED.

PURSUANT TO CIV.R. 58(B), THE CLERK OF COURTS IS DIRECTED TO SERVE THIS JUDGMENT IN A MANNER PRESCRIBED BY CIV.R. 5(B). THE CLERK MUST INDICATE ON THE DOCKET THE NAMES AND ADDRESSES OF ALL PARTIES, THE METHOD OF SERVICE, AND THE COSTS ASSOCIATED WITH THIS SERVICE.

OSJ

Judge Signature

Date

2023 DEC 20 5 41:06
CLERK OF COURTS
CUYAHOGA COUNTY
FILED

**IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO**

**ABRA SMITH, individually and on
behalf of all other similarly situated,**

Plaintiff,

v.

**NATIONWIDE AGRIBUSINESS
INSURANCE COMPANY, An Iowa
Corporation,**

Defendant.

CASE NO.: CV-21-953473

JUDGE: PETER J. CORRIGAN

**ORDER GRANTING APPROVAL OF CLASS SETTLEMENT
AND PETITION FOR ATTORNEYS' FEES AND COSTS
AND PLAINTIFF'S SERVICE AWARD**

THIS CAUSE is before the Court on Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement and Unopposed Motion for Attorneys' Fees and Costs and Plaintiff's Service Award. A hearing was held on the Motion on December 19, 2023, at 2 p.m. EDT and having reviewed the subject Motions and corresponding Exhibits thereto, and for the reasons set forth below, the Motions are **GRANTED**.

This Court has jurisdiction over the subject matter of the action and over all parties to the action, including all members of the Settlement Class, because the Settlement Class Members are defined as persons to whom Nationwide Agribusiness Ohio Insurance Policies were issued by Defendant.

The Court held a preliminary Fairness Hearing to consider the fairness, reasonableness, and adequacy of the Proposed Settlement. The Court preliminarily approved the Settlement and Release and entered the Preliminary Approval Order on July 6, 2023, and notice was given to Settlement Class Members under the terms of the Order Preliminary Approving Class Settlement.

The court conducted a Final Approval Hearing on December 19, 2023 at 2 P.M. EDT in the Courtroom of Judge Peter J. Corrigan, 1200 Ontario St., Cleveland, OH 44113, Ohio in Courtroom 19-B.

In accordance with the foregoing, it is **ORDERED** and **ADJUDGED** as follows:

1. Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement and Unopposed Motion for Attorneys' Fees and Costs and Plaintiff's Service Award are **GRANTED**.
2. The Settlement Agreement (including Exhibits) is hereby incorporated by reference in this Order, and all terms defined in the Agreement will have the same meanings in this Order.
3. The Court has considered the amount of any Attorneys' Fee Award and whether to make the amount of any Service Award to the Class Representative. Defendant has agreed to pay all Attorneys' fees, costs and Class Representative service award as outlined in the Settlement Agreement.
4. The Court certifies the Settlement Class, as defined in the Agreement in Paragraph mm. The Court finds that the Settlement Class as defined satisfies the numerosity, commonality, typicality, and adequacy requirements of Ohio Civ. R. 23(A), and that it satisfies the predominance and superiority requirements of Ohio Civ. R. 23(B)(1) and (2) for the reasons set forth in the subject Motions.
5. The Court appoints the Named Plaintiff as Class Representative and finds that he has adequately represented the class in securing the approved Settlement Agreement.
6. The Court appoints Stuart E. Scott and Kevin C. Hulick of Spangenberg Shibley & Liber LLP; Rachel Dapeer of Dapeer Law, P.A.; Scott Edelsberg and Chris Gold of Edelsberg Law, P.A.; and Andrew Shamis of Shamis & Gentile, P.A., as Class Counsel, and finds that they have adequately represented the Settlement Class in securing the

approved Settlement Agreement.

7. The Court finds that the notice provided to Settlement Class Members (including mailed, emailed and the settlement website) to be adequate and sufficient notice to all Persons entitled to receive notice and the best notice practicable under the circumstances.
8. The Court further finds that the notice provided to Settlement Class members comported with due process requirements by informing the Settlement Class Members of the pendency of the proposed Settlement, all material terms thereof, the request concerning attorneys' fees and costs and the Service Award, the right and method by which to object or request exclusion, and provided an opportunity to be heard.
9. The Court finds that the terms of the Settlement Agreement are fair, adequate, and reasonable. In so finding, the Court has considered several factors in making such, including: (1) the risk of fraud or collusion; (2) the complexity, expense and likely duration of the litigation; (3) the amount of discovery engaged in by the parties; (4) the likelihood of success on the merits; (5) the opinions of class counsel and class representatives; (6) the reaction of absent class members; and (7) the public interest.
10. Class Members were provided the opportunity, if they so chose, to submit timely and valid requests for exclusion in the manner set forth in the Notice and the Agreement and to therefore be excluded from the Settlement Class. There were no such requests submitted.
11. Given there were no requests for exclusion, all Class Members are bound by the Final Order and Judgment entered. As final approval of the Settlement is hereby granted, they shall be barred, now and in the future, from asserting any of the Released Claims, as defined in the Agreement, against any of the Released Persons, as defined in the Agreement. All Settlement Class Members who have not made timely, written requests for exclusion are conclusively deemed to have fully and finally released all of the Released Persons from

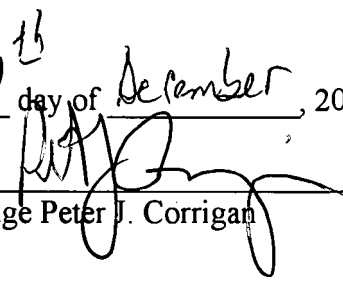
any and all of the Released Claims.

12. Settlement Class Members were provided the opportunity to file written notices of intent to object or intervene, as described in the Agreement and to appear at the Fairness Hearing, in person or by counsel, and be heard by the Court. No Class Member filed any such Notice of Intent or otherwise objected to the Settlement.
13. On and after the day of entry of this Order, the Releasing Parties are forever barred and permanently enjoined from directly, indirectly, representatively, or in any other capacity filing, commencing, prosecuting, continuing, or litigating any other proceeding against any of the Released Parties in any jurisdiction based on or relating in any way to the Released Claims, and the Releasing Parties, and each of them, are forever barred and permanently enjoined from filing, commencing, or prosecuting any lawsuit individually or as a class action against any of the Released Parties (including by seeking to amend a pending complaint to include class allegations or by seeking class certification in a pending action in any jurisdiction) based on or relating in any way to the Released Claims, including during any appeal from this Order.
14. Defendant is directed to provide or cause to be provided the payments to Settlement Class Members according to the terms of the Settlement Agreement.
15. Without affecting the finality of this Final Approval Order in any way, the Court retains jurisdiction over: (a) implementation and enforcement of Settlement Agreement and Release until the final judgment contemplated hereby has become effective and each and every act agreed to be performed by the parties hereto pursuant to the Settlement Agreement and Release has been performed; (b) any other action necessary to conclude the Settlement Agreement and Release and to administer, enforce, construe and supervise compliance with the provisions of the Settlement Agreement and Release; and (c) all

parties to this action and individuals and entities in the Settlement Classes for the purpose of implementing and enforcing the Settlement Agreement and Release.

16. The Court approves attorneys' fees of 27.5% of the estimated value of the settlement of \$908,110, or \$250,000.00, as set forth in the Settlement Agreement and as requested in Plaintiff's Motion for Attorneys' Fees and Costs and Plaintiff's Service Award (and corresponding exhibits), and directs Defendant to issue such payment in the form, time, and manner set forth in the Settlement Agreement.
17. The service award of \$5,000.00 for the Class Representative is approved. Such amount is found to be reasonable considering the service performed by Plaintiff for the settlement Class Members. This amount shall be paid in accordance with the terms of the Settlement Agreement and Release.
18. The action is **DISMISSED with prejudice, without leave to amend**, and without costs (except as otherwise provided herein and in the Settlement Agreement and Release).

DONE AND ORDERED in chambers this 20th day of December, 2023.



Judge Peter J. Corrigan

Copies finished to:
Counsels of Record